

CAMACHO CALVO LAW GROUP LLC

GERI E. DIAZ
 gdiaz@camachocalvo.law
 356 E. Marine Corps Drive, Suite 201
 Hagåtña, GU 96910
 Tel No. 671.472.6813
 Fax No. 671.477.4375

Attorney for Appellant
 BASIL FOOD INDUSTRIAL SERVICES CORPORATION

RECEIVED
 OFFICE OF PUBLIC ACCOUNTABILITY
 PROCUREMENT APPEALS
 DATE: 7/31/2020
 TIME: 4/12 AM PM BY: Wm P.
 FILE NO OPA-PA: 19-011

BEFORE THE OFFICE OF PUBLIC ACCOUNTABILITY

In the Appeal of

BASIL FOOD INDUSTRIAL SERVICES CORPORATION,

Appellant.

Appeal No. OPA-PA-19-011
 Appeal No. OPA-PA-20-003
 CONSOLIDATED

APPELLANT BASIL FOOD INDUSTRIAL SERVICES CORPORATION'S EXHIBIT LIST

The following documents may be used by Basil Food Industrial Services Corporation as exhibits during the August 11, 2020 Hearing:

EXHIBIT	DATE	DESCRIPTION	ADMITTED
1.	3/28/2019	GSA Purchase Order issued to SH Enterprises	
2.	4/1/2019	Nutrition Services For The Comprehensive Management, Operations, and Maintenance of the Elderly Nutrition Program, Congregate Meals Component Scope of Services Program Specifications	
3.	4/3/2019	DPHSS Food Establishment Inspection Report for SH Enterprises	
4.	4/5/2019	GSA Purchase Order issued to Basil Food Industrial Services	
5.	4/5/2019	Correspondence from Basil to GSA regarding SH Enterprises' C rating	

6.	5/1/2019	Nutrition Services For The Comprehensive Management, Operations, and Maintenance of the Elderly Nutrition Program, Congregate Meals Component Scope of Services Program Specifications	
7.	9/25/2019	Excerpts from SH Enterprises' Bid Documents for GSA-056-19	
8.	11/8/2019	GSA Bid Status Report	
9.	11/8/2019	GSA Purchase Order issued to SH Enterprises	
10.	11/12/2019	FOIA Request from CC Law to GSA	
11.	11/18/2019	GSA Purchase Order issued to SH Enterprises	
12.	11/19/2019	Correspondence from DOA regarding FOIA Request	
13.	11/30/2019	GSA's Response to Basil regarding its 11/22/2019 Protest	
14.	1/22/2020	SH Correspondence to Governor of Guam	
15.	1/24/2020	Pacific Daily News Article: War Claims Office Opens Today	
16.	1/24/2020	FOIA Request to the Governor of Guam	
17.	1/29/2020	Excerpts from SH Enterprises' Bid Documents for GSA-001-20	
18.		Agency Report and Procurement Record	
19.		Any exhibit offered by any other party	

Basil expressly reserves the right to amend or supplement this Exhibit List in order to identify any additional relevant evidence or documents that may be used in its defense or in rebuttal.

DATED: Hagåtña, GU, July 31, 2020.

CAMACHO CALVO LAW GROUP LLC

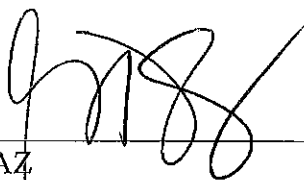

 GERI E. DIAZ
 Attorney for Appellant
 BASIL FOOD INDUSTRIAL SERVICES
 CORPORATION

EXHIBIT 1



PURCHASE ORDER
 GENERAL SERVICES AGENCY
 DEPARTMENT OF ADMINISTRATION
 GOVERNMENT OF GUAM

148 Route 1
 Marine Drive
 PH. GUAM 96925

TRAN CODE

THIS PURCHASE ORDER NUMBER
No. P196E00314

MUST APPEAR ON ALL INVOICES
 PACKING SLIPS, PACKAGES, B/L,
 CORRESPONDENCE ETC.

F.O.B.	** AIR FREIGHT TEL. CONTACT	SHIP VIA:	DATE	JOB ORDER NO.	QUANTITY
			3/28/2019	173019104230	230

APR 05 2019
 PREPARE SHOW SHIPPING CHARGES AS SEPARATE ITEM ON INVOICE

TO: CALIFORNIA MART S.H. ENTERPRISES, INC. P.O. BOX 9730 TAMUNING, GU 96931 Telephone: 671 649-0521 Fax: 671 649-2957 Email:	VENDOR S0097959	CONSIGNEE, DESTINATION & MARKING DEPT OF PUBLIC HEALTH & SOCIAL SERVICES 123 CHALAN KARETA RTE. 10 MANGILAO, GU 96923-0000 TITLE III-C-2 HOME DELIV MEALS
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AUTHORITY 3113	** INVITATION NO.	** CONTRACT NO.	TIME FOR DELIVERY SEE BELOW	EXPIRING	DISCOUNT TERMS:
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1 PROVISION OF NUTRITION SERVICES FOR THE COMPREHENSIVE MANAGEMENT, OPERATIONS AND MAINTENANCE FOR DPRSS ELDERLY NUTRITION HOME-DELIVERED MEAL PROGRAM. SPECIFICATIONS ATTACHED. *SERVICES WILL BE ACQUIRED THROUGH THE PROVISION OF SGCA SUBSECTION 5150 EMERGENCY PROCUREMENT. PERIOD TO COVER: SUNDAY THROUGH MONDAY APRIL 1 THRU APRIL 30, 2019. 1,180 CLIENTS X \$6.93 PER MEAL = \$8,201.00 PER DAY X 30 SERVICE DAYS= \$246,030.00. NOTE: THE GOVERNMENT OF GUAM WILL NOT BE RESPONSIBLE FOR 'UNAUTHORIZED' PURCHASES OR SERVICES. Note: Amounts due this Purchase Order may be off set for monies due the of Guam inclusive of but not limited to taxes, fees, and returned checks other damages, penalties, and Attorney's fees, after failure to pay ALL LATE DELIVERIES AND ACCEPTANCES ARE SUBJECT TO THE LIQUIDATED DAMAGES CLAUSE IN SECTION 6101(9) (a) OF THE GAR.	1 LOT	246030.000	246030.00	0191730046
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SPECIAL INSTRUCTIONS TO VENDOR: B. SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACCOUNTS, DEPARTMENT OF ADMINISTRATION, GOVERNMENT OF GUAM, P.O. BOX 184, AGANA, GUAM 96910. C. PAYMENT IN THIRTY (30) DAYS UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION. D. THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE. E. * THIS ORDER IS SUBJECT TO THE SPECIAL PROVISIONS, AND THE GENERAL TERMS AND CONDITIONS SPECIFIED ON THIS B.O. F. * ON ALL AIR SHIPMENTS HAVE AIR FREIGHT COMPANY CALL THE NUMBER UPON ARRIVAL OF GOODS IN GUAM.	XXXXXXXXXXXX	A. DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL.
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CONTRACTOR: PLEASE SUPPLY PROMPTLY THE ABOVE ARTICLES OR SERVICES. ALL CORRESPONDENCE PERTAINING TO THIS ORDER INCLUDING INVOICES, SHIPPING DOCUMENTS AND PACKAGES MUST BEAR THE PURCHASE ORDER NUMBER SHOWN ABOVE. SEE REVERSE SIDE FOR PURCHASE ORDER TERMS AND CONDITIONS.	ADVANCE PAYMENT AUTHORIZATION PAYMENT ENCLOSED <input type="checkbox"/>	SIGNATURE 	NAME Claudia S. Acalle	TITLE Chief Procurement Officer
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PURCHASE ORDER
 GENERAL SERVICES AGENCY
 DEPARTMENT OF ADMINISTRATION
 GOVERNMENT OF GUAM

148 Route 1
 Marine Drive
 P.O. Box 96926

TRAN CODE

THIS PURCHASE ORDER NUMBER
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FO.B.	** AIR FREIGHT TEL CONTACT	SHIP VIA:	DATE	JOB ORDER NO.	QUANTITY
			APR 05 2019	3/28/2019	173019104230
PREPAID SHOW SHIPPING CHARGES AS SEPARATE ITEM ON INVOICE					230

TO: CALIFORNIA MART S.H. ENTERPRISES, INC. P.O. BOX 9730 TAMUNING, GU 96931 Telephone: 671 649-0521 Fax: 671 649-2957 Email:	VENDOR S0097959	CONSIGNEE, DESTINATION & MARKING DEPT OF PUBLIC HEALTH & SOCIAL SERVICES 123 CHALAN KARETA RTE. 10 MANGILAO, GU 96923-0000 TITLE III-C-2 HOME DELIV MEALS
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AUTHORITY 3113	** INVITATION NO.	** CONTRACT NO.	TIME FOR DELIVERY SEE BELOW	EXPIRING	DISCOUNT TERMS:
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<p>* AUTHORIZE PERSONNEL / POC * BREANNA SABLAN 735-7415 CHARLENE SAN NICOLAS 735-7421 * NOTHING FOLLOWS *</p>					
<p>NOTE: THE GOVERNMENT OF GUAM WILL NOT BE RESPONSIBLE FOR 'UNAUTHORIZED' PURCHASES OR SERVICES. Note: Amounts due this Purchase Order may be off set for monies due the Government of Guam inclusive of but not limited to taxes, fees, and returned checks plus for other damages, penalties, and Attorney's fees, after failure to pay accordingly ALL LATE DELIVERIES AND ACCEPTANCES ARE SUBJECT TO THE LIQUIDATED DAMAGES CLAUSE IN SECTION 6101(9) (a) OF THE GAR.</p>					

<p>SPECIAL INSTRUCTIONS TO VENDOR: B. SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACCOUNTS, DEPARTMENT OF ADMINISTRATION, GOVERNMENT OF GUAM, P.O. BOX 884, AGANA, GUAM 96910. C. PAYMENT IN THIRTY (30) DAYS UPON RECEIPT OF INVOICE AND/OR IN GUAM IN GOOD CONDITION. D. THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE. E. * THIS ORDER IS SUBJECT TO THE SPECIAL PROVISIONS, AND SO GENERAL TERMS AND CONDITIONS SPECIFIED ON THIS BID. F. * ON ALL AIR SHIPMENTS HAVE AIR FREIGHT COMPANY CALL THIS NUMBER UPON ARRIVAL OF GOODS IN GUAM.</p>	<p>246030.00</p> <p>TOTAL</p>	<p>A. DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL. ← INQUIRY CHANGES AND RETURN THIS ORDER FOR AMENDMENT.</p>
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<p>CONTRACTOR: PLEASE SIMPLY PROMPTLY THE ABOVE ARTICLES OR SERVICES. ALL CORRESPONDENCE PERTAINING TO THIS ORDER INCLUDING INVOICES, SHIPPING DOCUMENTS AND PACKAGES MUST BEAR THE PURCHASE ORDER NUMBER SHOWN ABOVE. SEE REVERSE SIDE FOR PURCHASE ORDER TERMS AND CONDITIONS.</p>	<p>ADVANCE PAYMENT AUTHORIZATION PAYMENT ENCLOSED <input type="checkbox"/></p>	<p>SIGNATURE Claudia S. Acalle Chief Procurement Officer</p>
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PURCHASE ORDER
 GENERAL SERVICES AGENCY
 DEPARTMENT OF ADMINISTRATION
 GOVERNMENT OF GUAM

148 Route 1
 Marine Drive
 Piti, Guam 96925

TRAN CODE

THIS PURCHASE ORDER NUMBER
No. P196E00314

MUST APPEAR ON ALL INVOICES
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 CORRESPONDENCE ETC.

FO.B.	** AIR FREIGHT TEL. CONTACT	SHIP VIA:	DATE	JEN ORDER NO.	OBJCT
			APR 05 2019	173019104230	230
PREPAID SHOW SHIPPING CHARGES AS SEPARATE FROM OUR INVOICE					

TO: CALIFORNIA MART S.H. ENTERPRISES, INC. P.O. BOX 9730 TAMDUNING, GU 96931 Telephone: 671 649-0521 Fax: 671 649-2957 Email:	VENDOR S0097959	CONSIGNEE, DESTINATION & MARKING DEPT OF PUBLIC HEALTH & SOCIAL SERVICES 123 CHALAN KARETA RTE. 10 MANGILAO, GU 96923-0000 TITLE III-C-2 HOME DELIV MEALS
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AUTHORITY 3113	** INVITATION NO.	** CONTRACT NO.	TIME FOR DELIVERY SEE BELOW	EXPIRING	DISCOUNT TERMS:
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THIS ORDER IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. Acknowledgment copy of this order must be signed and returned advising approximate or definite shipping date.
2. No variation in any of the terms, conditions, deliveries, prices, quantity, quality, or specification on this order, irrespective of the wording of the seller's acceptance, will be effective without buyer's written consent.
3. Packing list must accompany each shipment, showing our order number, description and part serial number for each item.
4. Shipments must be identified as "PARTIAL" or "COMPLETE".
5. Material is subject to buyer's inspection and approval within a reasonable time after delivery; if specifications are not met, material shall be returned at seller's expense.
6. In connection with any prompt payment discount offered, time will be computed from date of delivery and acceptance at destination, or from the date the correct invoice or voucher is received in the office specified by the Government of Guam, if the latter is later than date of delivery and acceptance. Payment is deemed to be made, for the purpose of earning discount, on the date of the mailing of the check.
7. Overshipments, unless specifically authorized, will not be accepted.
8. In connection with bid awards and contracts, this purchase order shall be governed by the Special Provisions and Bid General Terms and Conditions as specified.

SPECIAL INSTRUCTION 1 TO VENDORS: B. SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACCOUNTS, DEPARTMENT OF ADMINISTRATION, GOVERNMENT OF GUAM, P.O. BOX 984, AGANA, GUAM 96910. C. PAYMENT IN THIRTY (30) DAYS UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION. D. THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE. H. * * * THIS ORDER IS SUBJECT TO THE SPECIAL PROVISIONS, AND BID GENERAL TERMS AND CONDITIONS SPECIFIED ON THIS PO. F. * ON ALL AIR SHIPMENTS HAVE AIR FREIGHT COMPANY CALL THE NUMBER UPON ARRIVAL OF GOODS IN GUAM.	246930.00	A. DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL. ←
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TOTAL

CONTRACTOR: PLEASE FULFILL PROMPTLY THE ABOVE ARTICLES OR SERVICES. ALL CORRESPONDENCE PERTAINING TO THIS ORDER INCLUDING INVOICES, SHIPPING DOCUMENTS AND PACKAGES MUST BEAR THE PURCHASER NUMBER SHOWN ABOVE. SEE REVERSE SIDE FOR PURCHASE ORDER TERMS AND CONDITIONS.	ADVANCE PAYMENT AUTHORIZATION PAYMENT ENCLOSED <input type="checkbox"/>	SIGNATURE: <i>C. Achalle</i> Claudia S. Achalle Chief Procurement Officer
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Control No.

ORIGINAL/VENDOR'S COPY



PURCHASE ORDER
 GENERAL SERVICES AGENCY
 DEPARTMENT OF ADMINISTRATION
 GOVERNMENT OF GUAM

148 Route 1
 Marine Drive
 P.H., Guam 96925

TRAN CODE

THIS PURCHASE ORDER NUMBER
No. P196E00314

MUST APPEAR ON ALL INVOICES
 PACKING SLIPS, PACKAGES, B/L,
 CORRESPONDENCE ETC.

F.O.B.	AIR FREIGHT TEL CONTACT	SHIP VIA:	DATE	PO ORDER NO.	QUANTITY
			APR 05 2010	3/28/2010	173019104230
PREPAID-SHOW SHIPPING CHARGES AS SEPARATE ITEM ON INVOICE					230

TO:
 CALIFORNIA MART
 S.H. ENTERPRISES, INC.
 P.O. BOX 9730
 TAMUNING, GU 96931
 Telephone: 671 649-0521 Fax: 671 649-2957
 Email:

VENDOR
 50097959

CONSIGNEE, DESTINATION & MARKING
 DEPT OF PUBLIC HEALTH
 & SOCIAL SERVICES
 123 CHALAN KARETA RTE. 10
 MANGILAO, GU 96923-0000
 TITLE III-C-2 HOME DELIV MEALS

AUTHORITY	** INVITATION NO.	** CONTRACT NO.	TIME FOR DELIVERY	EXPIRING	DISCOUNT TERMS:
3113			SEE BELOW		

VENDOR ACKNOWLEDGMENT

RETURN TO SUPPLY MANAGEMENT DIVISION
 DATE OF RECEIPT OF THIS ORDER 3-29-10
 SIGNATURE [Signature]

RECEIVING REPORT COPY

I CERTIFY THE ABOVE ARTICLES AND/OR SERVICES HAVE/HAS BEEN
 RECEIVED AND/OR RENDERED AND THE SAME HAS BEEN INSPECTED
 AND ACCEPTED EXCEPT AS OTHERWISE NOTED HEREIN.

DATE RECEIVED: _____ SIGNATURE: _____

SPECIAL INSTRUCTIONS TO VENDORS:

- B. SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACCOUNTS, DEPARTMENT OF ADMINISTRATION, GOVERNMENT OF GUAM, P.O. BOX 884, AGANA, GUAM 96910.
- C. PAYMENT IN THIRTY (30) DAYS UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION.
- D. THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE.
- E. * * * THIS ORDER IS SUBJECT TO THE SPECIAL PROVISIONS, AND THE GENERAL TERMS AND CONDITIONS SPECIFIED ON THIS BID.
- F. * * * ON ALL AIR SHIPMENTS HAVE AIR FREIGHT COMPANY CALL THE NUMBER UPON ARRIVAL OF GOODS IN GUAM.

246030.00

↑ TOTAL ↑

A. DO NOT FILL THIS ORDER
 IF YOUR TOTAL COST
 EXCEEDS THIS TOTAL.

INSERT CHANGES AND RETURN
 THIS ORDER FOR AMENDMENT.

CONTRACTOR: PLEASE SUPPLY PROMPTLY THE ABOVE ARTICLES OR SERVICES. ALL CORRESPONDENCE PERTAINING TO THIS ORDER INCLUDING INVOICES, SHIPPING DOCUMENTS AND PACKAGES MUST BEAR THE PURCHASE ORDER NUMBER SHOWN ABOVE. SEE REVERSE SIDE FOR PURCHASE ORDER TERMS AND CONDITIONS.

ADVANCE PAYMENT AUTHORIZATION
 PAYMENT ENCLOSED

SIGNATURE: [Signature]
 Claudia S. Acalle Chief Procurement Officer

Control No.

ORIGINAL/VENDOR'S COPY

EXHIBIT 2

ITEM NO.	DESCRIPTION	UOM
1.1	Nutrition Services for the comprehensive Management, Operations, and Maintenance of the Elderly Nutrition Program (ENP), Home-Delivered Meals component.	1 Month

SCOPE OF SERVICES: PROGRAM SPECIFICATIONS

The Vendor shall ensure meals comply with the provisions of Title III C2 Home-Delivered Meals of the Older Americans Act of 1965, as amended and the Code of Federal Regulations (45 CFR Chapter XIII, Subchapter C, Part 1321) and most recent Dietary Guidelines for Americans published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture and shall furnish a minimum of 33 and 1/3 percent of the current daily Recommended Dietary Allowance (RDA), as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences. *All sections throughout this Emergency Procurement shall be modified in writing at any time due to changes in Federal statutes or regulations, a material change in local law, organization, or policy.*

The estimated range of meals served per day is one thousand (1,000) to one thousand two hundred (1,200) meals. For this emergency procurement, meals served per day are not expected to exceed one thousand one hundred eighty (1,180) meals. Note: On exceptional days, the minimum quantity of meals served per day will not be met on the dates identified by the Department of Public Health and Social Services, not to exceed five (5) days.

MEAL ORDERS AND ADJUSTMENTS. The Vendor shall receive meal orders of authorized clients from the DPH&SS, DSC contracted service provider for the Case Management Services (CMS) program. Meal orders shall be communicated to the ENP Vendor by the CMS service provider. Adjustments to the meal orders due to an increase or decrease of authorized clients shall be coordinated with the CMS service provider and the ENP Vendor.

The meal pattern below is a requirement of the ENP, which meals shall be based upon:

a.	Meat/Poultry/Seafood	3oz. edible portion exclusive of skin, fat and bones (after cooking); or 5 oz. which includes 3 oz. edible portion, exclusive of skin, fat and bones (after cooking) plus at least 2 oz. of casserole or mixture.
b.	Vegetable/Salad	1/2 cup cooked and unbuttered as a separate item; or 1 cup raw salad (e.g., cucumber or cabbage) with dressing.
c.	Rice/Bread/Mashed Potatoes	1 cup rice; or 1 serving enriched bread or dinner roll, or 1 cup mashed potatoes with gravy.
d.	Margarine/Butter	1 tsp. when bread or dinner roll is served.
e.	Milk	1/2 pint low fat or skim.
f.	Fruits	1/2 cup without syrup; or 1 whole fruit.
g.	Condiments	Individually packed salt and black pepper packets.

PROGRAM INTENT. To provide hot, nutritious meals that meet the minimum of 33 and 1/3 percent of the current daily Recommended Dietary Allowances (RDA) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences to authorized clients, in a home setting.

Nutrition Services are provided to eligible clients who are, as determined by the Case Management Services (CMS) program, to be functionally impaired because:

1. The individual is unable to perform at least two (2) of the following Activities of Daily Living (ADL) without personal assistance, standby assistance, supervision or cues: eating, dressing, bathing, toileting, transferring in and out of bed/chair, and walking; or

2. The individual has a cognitive or other mental impairment, and requires substantial supervision because he/she behaves in a manner that poses a serious health or safety hazard to the individual or to other individuals; or
3. The individual has been determined to be eligible based on a comprehensive assessment of the individual, inclusive of temporary and permanent impairments. In cases where there is no evidence manifested of the impairments, a Physician's Certification of Individual's Eligibility for Services is required for services to commence.
4. The DPH&SS, DSC reserves the option to provide Nutrition Services to the eligible spouse who is 60 years and older and whom is the primary caretaker of the homebound senior; underage spouse of the eligible client, caretakers of the eligible client and to individuals residing in the home who have a disability whom otherwise meet Federal criteria.
5. The Elderly Nutrition Program Vendor shall provide the CMS information on the status of the eligible clients authorized to receive Nutrition Services, such as, and not limited to, when they attempt to deliver a meal and the authorized client is not home or is advised that the authorized client has been hospitalized. In such cases, Nutrition Services shall be suspended until the authorized client is able to receive the meal service.
6. The DPH&SS, DSC reserves the option of expanding Nutrition Services to include breakfast and/or dinner service and may be further expanded to include holiday meal service.

1.0 ELEMENTS OF ELDERLY NUTRITION PROGRAM HOME-DELIVERED MEALS COMPONENT

- 1.1 **NUMBER OF CLIENTS TO BE SERVED.** Approximately one thousand one hundred and eighty (1,180) eligible individuals in a homebound setting.

Currently, there are 26 Areas as follows:

No.	Area	No.	Area
1.	Agona Heights	14.	Merizo
2.	Agot	15.	Mongmong
3.	Anigua	16.	Ordot
4.	Asan	17.	Piti
5.	Barrigada	18.	Santa Rita
6.	Chalan Pago	19.	Sinajana
7.	Dededo	20.	Talofoto
8.	Hannon	21.	Tamuning
9.	Inarajan	22.	Toto
10.	Maina	23.	Tumon
11.	Maite	24.	Umatac
12.	Malajtoj	25.	Yigo
13.	Mangilao	26.	Yona

- 1.2 **NUTRITION SERVICES.** Elderly Nutrition Program services shall be provided to eligible individuals in a home setting Monday through Sunday. However, upon the Vendor being notified and authorized as funds are appropriated, allocated, and allotted by the DPH&SS, DSC, Nutrition Services may include breakfast and/or dinner service and may include holiday meal service. Elderly Nutrition Services shall occur no later than two (2) working days after receipt of Intake, Profile and Referral Form and Determine Your Nutritional Health Form from the CMS service provider.

2.0 CLIENT REGISTRATION AND MAINTENANCE

- 2.1 **REGISTERED CLIENT.** For the purposes of the ENP, a client who receives a home-delivered meal within the reporting fiscal year (October 1 through September 30) is counted as a registered client. The Vendor shall be responsible for registering clients and tracking deceased clients within the reporting fiscal year.
- 2.2 **INTAKE, PROFILE AND REFERRAL FORM.** The Vendor shall use the Intake, Profile and Referral (IPR) Form to refer eligible individuals to other Title III Aging Services.
- 2.3 **MULTI-DISCIPLINARY TEAM MEETING.** The Vendor, at the request of other agencies providing services to their ENP C2 clients, shall attend such meetings to assist in the coordination of services. In addition, the Vendor may request CMS to activate a Multi-Disciplinary Team to address multifaceted service issues concerning authorized clients of ENP C2.
- 2.4 **AWARENESS OF ELDER CONCERNS.** The Vendor shall address problems and concerns of ENP C2 clients and submit them to the DPH&SS, DSC as part of the Monthly Program Reports. A record book of problems and concerns addressed or being addressed by the Vendor shall be maintained and made available upon request by the DPH&SS, DSC for review, monitoring and other program and administrative purposes.

3.0 PRIORITIZATION OF SERVICES

- 3.1 Guam State Office on Aging (SOA) (DPH&SS, DSC) recognizes the unique situation in which the demand for services may outweigh the available resources; therefore, the following scale shall be used as a guideline to prioritize the provision of services to those in greatest socio-economic need, as necessary and directed by the Guam SOA. The scale will be based on a point system in three (3) focal areas, the older individual's: (1) mobility, (2) degree of existing support system, and (3) housing condition.

Greatest priority will be given to older individuals in descending order, with nine (9) being the highest possible points garnered translating to the older individual in greatest socio-economic need.

Point System	Mobility	Support System	Housing Condition
1	Cane or Walker	Support available; but not living in same household	Full concrete structure
2	Wheel chair users	Minimal support; but not regularly available	Semi- concrete structure
3	Homebound and bedridden	No support system in place	Tin and wood structure

- 3.2 Based on the need to activate this provision, the number of persons to be served will be determined by the existing conditions at the time of implementation. In the event that the number of available slots is not sufficient to provide services to the number of persons determined, to be at-risk and in need of services, the number of Activities of Daily Living (ADL) impairments will be applied to this distinct group as an additional determining factor for services.

Impairments in Activities of Daily Living (ADL) – The inability to perform one or more of the following six activities of daily living without personal assistance, stand-by assistance, supervision or cues: eating,

<i>dressing, bathing, toileting, transferring in and out of bed/chair, and walking.</i>	
Point System	1 point will be added to clients with 1-2 ADL impairments.
	2 points will be added to clients with 3-4 ADL impairments.
	3 points will be added to clients with 5-6 ADL impairments.

- 3.3 Another determining factor in this point system may include whether the older individual is responsible for the care of a dependent. Clients will be given an additional one (1) point if they are also caregivers. Any application of a scale of similar or like form is permissible provided prior authorization is granted by the Guam SOA. (Re: Excerpt from 2016-2019, Guam's State Plan on Aging, pages 16-17)
- 3.4 After applying the Prioritization of Services and the demand for services still outweigh the available resources the Vendor shall advise the Guam SOA who will provide additional guidance and direction to the Vendor as to other variables and/or conditions to assess to reduce the demand to meet the available resources.
- 3.5 When the Vendor receives notification from the Guam SOA to activate the application of the Prioritization of Services point system, the entire list of eligible clients shall be ranked. The entire list is defined as all who are receiving services, those on a partial or wait list, as well as new referrals.

4.0 ELEMENTS OF ENP OPERATIONS HOME-DELIVERED MEALS

- 4.1 **OFFICE HOURS.** The Vendor shall maintain office hours for the Elderly Nutrition Program from 8:00 a.m. to 5:00 p.m., Monday Friday.
- 4.2 **MEAL SERVICE HOURS.** The Vendor shall deliver home-delivered meals no earlier than 10:00 a.m. and no later than 12:30 p.m., Monday through Sunday, except on the holiday identified in A.O. 4.1 in compliance with the Health and Welfare benefits as provided by the U.S. Department of Labor provisions for Guam. The DPH&SS, DSC reserves the option to expand meal services, which may include additional service times, as funding becomes available. The Vendor must notify CMS, DPH&SS, DSC and homebound clients when meals are being delivered late, cause of the late delivery and is subject to approval by DPH&SS, DSC. No meals shall be delivered after 2:30 p.m. unless authorized by DPH&SS, DSC.
- 4.3 **OPERATIONAL REQUIREMENTS.** The Vendor shall provide the personnel, equipment and supplies to provide ENP nutrition services.
- 4.4 **FOOD SAFETY AND SANITATION.** The Vendor shall comply with all governing statutes and rules and regulations of the Guam Department of Public Health and Social Services and other federal and local regulatory agencies for the requirements on, but not limited to, food and safety and sanitation.
- 4.5 **PREPARATION OF MEALS.** The Vendor shall have the ability to prepare estimated range of one thousand (1,000) to one thousand two hundred (1,200) hot nutritious meals per service day in a central kitchen and to deliver them to authorized homebound clients.
- n. In purchasing food, preparing and delivering meals in the performance of this program, the Vendor shall follow appropriate procedures to preserve the nutritional value and food safety of the meals provided. It is encouraged for the Vendor to "Buy Local" for this nutrition program.

- b. Meals shall be prepared no earlier than four (4) hours prior to their delivery to the authorized homebound clients.
- c. Meals shall be low in saturated fat, sodium and cholesterol and prepared in a manner acceptable for persons with diabetes or hypertension. Monosodium Glutamate (MSG) shall not be used.
- d. Meat, fish and poultry shall be tender and easy to chew. For the authorized clients who cannot consume solid foods, mechanical meals (chopped) or pureed meals (blenderized) shall be provided upon the request of the client, their caregiver or authorized representative, or as indicated by the CMS program and is considered special meals.
- e. There shall be no serving of fried foods and Bass Fish.

4.6 **MEAL PATTERN.** The Vendor shall ensure meals comply with the provisions of Title III C2 Home-Delivered Meals of the Older Americans Act of 1965, as amended and the Code of Federal Regulations (45 CFR Chapter XIII, Subchapter C, Part 1321) and most recent Dietary Guidelines for Americans published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture and shall furnish a minimum of 33 and 1/3 percent of the current daily Recommended Dietary Allowance (RDA), as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences.

Meals must conform to the following pattern:

a.	Meat/Poultry/Seafood	3 oz. edible portion, exclusive of skin, fat and bones (after cooking); or 5 oz. which includes 3 oz. edible portion, exclusive of skin, fat and bones (after cooking) plus at least 2 oz. of casserole or mixture.
b.	Vegetable/Salad	1/2 cup cooked, unbuttered, as a separate item; or 1 cup raw salad (e.g., cucumber or cabbage) with dressing.
c.	Rice/Bread/Mashed Potatoes	1 cup rice; or 1 serving enriched bread or dinner roll; or 1 cup mashed potatoes with gravy.
d.	Margarine/Butter	1 tsp. when bread or dinner roll is served.
e.	Milk	1/2 pint low fat or skim.
f.	Fruits	1/2 cup without syrup; or 1 whole fruit.
g.	Condiments	Individually packed salt and black pepper packets.

- 4.7 **MENU PREPARATION.** The Vendor shall ensure menus are prepared for cycles of four (4) weeks and changed monthly. Menus shall be submitted by the Vendor to the DPH&SS, DSC, no more than thirty (30) working days prior to their implementation.
- a. Menus shall only be provided for this emergency procurement period.
 - b. **Menu Meal Variety.** The Vendor shall ensure there is a variety of menu meal items on the Monthly Menu to be submitted to the DPH&SS, DSC. The Vendor shall ensure that no more than two of the same menu items shall be served within two consecutive weeks.
 - c. **Meal Substitutions.** There shall be no meal substitutions unless the Vendor provides documentation from the Vendor's supplier(s) stating on supplier's letterhead: Date of Order, Date Vendor's supplier notified Vendor of supplier's inability to provide the food item.

Additionally, it is the responsibility of the Vendor to provide this written documentation of the Vendor's efforts to obtain food item(s) from other suppliers.

- d. Menus and meals substitutions which includes Emergency Dry Good as authorized shall be approved by a Licensed Dietitian (LD) or Licensed Nutritionist (LN) prior to their submittal to the DPH&SS, DSC. The signature of the LD or LN and date of their approval shall appear on the menus. The DPH&SS, DSC, shall require changes, as necessary, with respect to the appropriateness of the menus.
- 4.8 MONTHLY MEAL MENU DISTRIBUTION. The Vendor shall distribute approved Monthly Meal Menus to the CMS service provider. Any changes to the menu shall be communicated in writing by the Vendor to the CMS and the DPH&SS, DSC no later than the day prior to the change.
- 4.9 REQUESTS FOR SPECIAL MEALS. The Vendor shall provide special meals, where feasible, reasonable and appropriate, to meet the particular dietary needs arising from the health or religious requirements of eligible clients; however, special meals do not include liquid supplement. The CMS Program Manager shall coordinate with the Vendor for the provision of special meals which shall be supported in the following manner:
- a. A senior requesting a special meal for health related reasons shall provide a signed statement from their physician or licensed nutritionist stating the medical necessity for special meals and the types of foods the clients can or cannot consume.
 - b. A senior requesting a special meal for religious reasons shall provide a signed statement from their priest, rabbi, pastor, etc. attesting to the dietary requirements of their faith that meet the 33 and 1/3 percent of the current daily RDA.
 - c. Vegetarian meals shall meet the most current RDA, the nutritional needs of the senior client, shall be based on careful diet planning by a registered dietitian or nutritionist based on food servings delineated in the Food Guide Pyramid and shall be approved by a physician.
 - d. The CMS service provider shall provide the Vendor with copies of supporting documentation for each special menu request which the Vendor shall maintain in the client's file.
- 4.10 EMERGENCY MENUS. The Vendor's Emergency Management Plan shall be submitted to the DPH&SS, DSC for review and approval by DPH&SS, DSC within five (5) calendar days upon award of this emergency procurement or as specified by the DPH&SS, DSC. The plan shall include the submission of proposed emergency menus for the provision of dry goods as approved by the LD or LN for a period of three (3) days. Further, the plan shall also include that the provision of meals, as practicable, or dry goods to clients be for a period of one (1) day to three (3) days during periods of officially declared emergencies or in preparation to local efforts in response to impending or actual disasters. Dry Goods shall be in pull-tab form to make it easy for clients to open. The Government reserves the option to notify the Vendor to serve meals earlier for Disaster Preparedness Planning efforts.
- 4.11 PACKAGING OF MEALS. Home-Delivered Meals shall be delivered and served in pre-packaged form, which are compartmentalized sealed containers. These sealed containers shall be sanitary, convenient, and able to maintain proper food temperature and should be clearly labeled identifying Vendor, their telephone number, the preparation date, funding source: DPH&SS, DSC, Title III Home-Delivered Meals, Older Americans

Act, and the following statement: Compliments, Concerns, and Complaints, to include the delivery of meals earlier than 10:00 a.m. and later than 12:30 p.m., must be reported to the Vendor.

- a. Hot food containers shall be firm, compartmentalized with each section sealed and deep enough to prevent the mixing of one type of food with another; sealed so that heat is retained and dust or foreign matter cannot enter; impermeable so that liquid does not soak through; disposable; easy to open; and made to be stacked for storing and carrying.
 - b. Dinnerware shall consist of three section heavy duty plates, heavy duty cups, as applicable; heavy duty forks, knives, spoons; and cups and bowls with fitted lids for soups, salads and fruit.
 - c. The Vendor shall ensure cold foods are packed separately from hot foods.
 - d. The Vendor shall ensure that appropriate food containers and utensils for clients with disabilities are available to those clients recommended by CMS.
- 4.12 **FOOD TEMPERATURE.** The Vendor shall ensure hot foods are maintained at or above 140 degrees Fahrenheit and cold foods shall be maintained at or below 40 degrees Fahrenheit, upon arrival to authorized clients.
- 4.13 **DELIVERY OF MEALS.** The Vendor shall ensure all meals are complete with meal order, properly packaged, labeled and ready for delivery to homebound authorized clients prior to leaving the central kitchen. The Vendor shall ensure meals be delivered no earlier than 10:00 a.m. and no later than 12:30 p.m., Monday through Sunday, except on holidays observed by the Government of Guam, or unless otherwise approved by the DPH&SS, DSC, to the home settings.
- a. ENP delivery staff shall not leave meals unattended if no one is home to receive it. Leaving the meal in a cooler or outside refrigerator is not permitted.
 - b. If the eligible individual is not home on a regular basis due to medical appointments, a willing neighbor may be authorized to receive the meal provided a consent form signed by the neighbor and approved by the CMS has been provided to the Vendor.
 - c. The Vendor shall ensure vehicles used in the delivery of meals are in compliance with the Guam Department of Public Health and Social Services (DPH&SS) Rules and Regulations Governing Eating and Drinking Establishments.
- 4.14 **MEAL COMPLAINTS.** The Vendor shall immediately report complaints regarding meals to the DPH&SS, DSC program coordinator assigned to oversee this program, as follows:
- a. Meals not delivered within the designated delivery times.
 - b. Meals that exclude certain items or do not meet specified portions.
 - c. Meals appearing disarrayed, spoiled, contaminated or otherwise undrinkable or inedible.
 - d. Any meal determined spoiled or contaminated shall be reported in the Problems and Concerns and Proposed Solutions section of the Monthly Program Reports submitted to the DPH&SS, DSC.

4.15 **INSPECTION REPORTS.** The Vendor shall submit a copy of all inspection reports received from government agencies inclusive of Food Service Establishment Inspection Reports. The inspection reports shall be provided to the DPH&SS, DSC within thirty (30) minutes upon receipt of the inspection report being issued to the Vendor. The Vendor shall call the DPH&SS, DSC to notify DSC of the forthcoming inspection report and the letter grade issued. A copy of all Food Service Establishment Inspection Reports received from the Division of Environmental Health, Department of Public Health and Social Services shall also be submitted to the President of the Elderly Nutrition Program Council no later than 10:00 a.m., the next working day following the inspection.

4.16 **CLIENT FILES.** All client files shall remain confidential. The Vendor shall maintain and update individual ENP client files which shall be retained for a period of this emergency procurement and shall include the ENP client's initial referral from the CMS or services with accompanying Intake, Profile and Referral Form and subsequent updates; Determine Your Nutritional Health (DYNH) assessment checklist and updates; Nutrition Services Service Plan (Special Meal Requirements), as applicable; Signed statement from their priest, rabbi, pastor, physician or licensed nutritionist as to what foods the client can or cannot consume; Current map to client's residence; Reports of accidents/incidents involving ENP clients and/or ENP Program staff, as applicable; and other documents as deemed necessary by the DPH&SS, DSC.

The Vendor shall ensure individual client files are maintained and updated regularly with client documents filed within three (3) work days. Each Client File has a typed label identifying each client's file by their name in the following format: last name, first name and middle name, i.e. DOE, John Guam. Client files shall be maintained under lock and key by the Vendor.

4.17 **BINDER OF CLIENT MAPS.** The Vendor shall ensure a copy of each home-delivered client map under this program is maintained; current; legible and filed accordingly by the client's designated route in a Binder(s). Each Binder shall be labeled by the ENP designated route(s). The Vendor shall provide a copy of the Binders to the DPH&SS, DSC and provide updated Binders on weekly basis. The Vendor shall be prepared to relinquish and deliver within one (1) hour, all Binders containing maps of the client's residence upon being notified to the custody of the DPH&SS, DSC.

4.18 **STANDARD OPERATING PROCEDURES.** The Vendor shall ensure Standard Operating Procedures, inclusive of an Emergency Management Plan is submitted to the DPH&SS, DSC for review and approval within five (5) calendar days upon award of this emergency procurement or as specified by the DPH&SS, DSC.

4.19 **EMERGENCY MANAGEMENT PLAN.** In an effort to protect the health, safety and welfare of clients, staff and volunteers, the Vendor shall visibly post emergency telephone numbers and the established emergency procedures, as applicable. The Vendor shall provide training to staff on procedures to be followed in the event of a:

- a. fire/earthquake, to include a drill in which all staff members shall participate, with an evacuation plan visibly posted;
- b. medical emergency, to include food poisoning situations;
- c. physical threat, to include bodily harm situations;
- d. severe weather or a natural disaster; and

c. power/water outages, etc.

- 4.20 The Vendor shall ensure the Emergency Management Plan include contingency plans to address manmade and natural disasters. The Vendor must have adequate storage and power back-up facilities, i.e. standby generator to ensure continuation to prepare meals for this food service program.
- 4.21 The Vendor shall conduct monthly drills with staff in response to a fire, earthquake, health emergencies, medical emergencies, physical threat, vehicle accidents and power and/or water outages.

5.0 ELEMENTS OF STAFFING REQUIREMENTS, CERTIFICATION AND TRAINING

- 5.1 The Vendor shall ensure staff employed for the administration and operations of the ENP are qualified to execute their respective duties and responsibilities. Upon the awarding of the ENP, the Vendor shall provide DPH&SS, DSC with written Position Description for each position involved in the direct delivery of ENP Home-Delivered Meals service.
- 5.2 The Vendor shall ensure the following requirements be met by all staff prior to employment and be current, not expired or outdated, while employed with the ENP. Tuberculosis (TB) Clearance to be renewed annually; Original Police, Court, and Traffic Clearances updated every three (3) years; Original Police, Court, and Traffic Clearances for new staff shall be dated no earlier than ninety (90) days prior to employment; Possess a High School Diploma or completion of a General Educational Development (GED) Test from a recognized institution, or successful completion of a certification program from a recognized accredited or certified vocational technical institution, in a specialized field required for the job; Annual Orientation to Title III programs and the Bureau of Adult Protective Services presented by the DPH&SS, DSC staff shall be met within the first month for new staff within thirty (30) days of employment; Current Health Certificates, which must be on the person, as required by the Division of Environmental Health, DPH&SS; and Annual completion of fire extinguisher and basic fire awareness training.
- 5.3 The Vendor shall maintain and update individual staff files of each ENP employee in its central office. The staff files shall include; current Tuberculosis (TB) clearance to be renewed annually; original Police, Court and Traffic Clearances updated every three (3) years; original Police, Court and Traffic Clearances for new staff which shall be dated no earlier than ninety (90) days prior to employment; High School Diploma or General Educational Development (GED) Test from a recognized institution, or successful completion of a certification program from a recognized accredited or certified vocational technical institution, in a specialized field required for the job; Documentation of attendance at Annual Orientation to Title III programs and the Bureau of Adult Protective Services by DPH&SS, DSC staff; Documentation of continuing education, certifications, training and workshops; copy of prior and current Health Certificates while employed with the ENP; Acknowledgement of completion of fire extinguisher and basic fire awareness training, as applicable; Acknowledgement receipt of the Bureau of Adult Protective Services Mandate, Public Law 31-278; Acknowledgement of Vendor's Drug and Smoke-Free Workplace Policy; Acknowledgement of Vendor's Equal Employment Opportunity Policy; Acknowledgement of Vendor's Standard Operating Procedures that includes Emergency Management Plan; Completed Employment Application; Position Description; and Reports of accidents and/or incidents involving ENP staff affecting the care of clients or operation of the program and actions taken towards resolution.

6.0 ELEMENTS OF STAFFING QUALIFICATIONS AND RESPONSIBILITIES

- 6.1 The Vendor shall submit an Organizational Chart illustrating the placement of the ENP with relationship to all other programs and businesses under Vendor's organization.
- 6.2 The Vendor shall submit a Staffing Pattern and Position Description of all positions for the ENP. The Position Description shall contain minimum qualifications, abilities and responsibilities of persons assigned to provide the required services. All employed staff shall meet the minimum requirements set forth in their respective position description.
- 6.3 The Vendor shall not employ an individual for the ENP Home-Delivered Meal service if: He/she has been convicted of a felony within seven (7) years prior to the date of his/her initial employment with this program; or He/she has been convicted of a drug or alcohol offense.
- 6.4 The Vendor shall ensure ENP staff, with the exception of the Executive or Program Director, Program Manager, and Licensed Dietitian (LD) or Licensed Nutritionist (LN), possess a High School Diploma or completion of a General Educational Development (GED) Test from a recognized institution, or successful completion of a certification program from a recognized accredited or certified vocational technical institution, in a specialized field required for the job. The Vendor has the option to retain ENP staff, with exception to those positions listed above or as otherwise specified in this emergency procurement, who have been employed with the ENP for the past five (5) years without incident and who do not possess a High School Diploma or completion of a General Educational Development (GED) Test from a recognized institution, or successful completion of a certification program from a recognized accredited or certified vocational technical institution, in a specialized field required for the job.
- 6.5 The Vendor shall ensure all services and activities provided by the ENP are performed in a professional, courteous, safe, and caring manner. Staff shall be sensitive, patient, and understanding in providing services to clients.
- 6.6 The Vendor shall provide a resume of the Executive or Program Director with at least five (5) years of experience in food service management who will be responsible for the overall management of the Elderly Nutrition Program and shall possess the experience, knowledge, and skills to accomplish the objectives of this emergency procurement. Within five (5) calendar days of official notification of award of this emergency procurement or as specified by the DPH&SS, DSC, Vendor must submit the name and copy of ServSafe Food Protection Manager's Certification or evidence of scheduled training from the Quam Community College (QCC).
 - a. Maintaining current ServSafe Food Protection Manager Certification.
 - b. Planning and development in the delivery of program services.
 - c. Evaluation of program services and standards of operations.
 - d. Resource development and grant writing activities.
 - e. Fiscal management and budgeting.
 - f. Community and advisory group collaboration and relations.
 - g. Personnel management, training, and staff development.

- h. Contractual compliance ensuring the efficiency, effectiveness and accountability of the Elderly Nutrition Program.
- i. Shall not hold an executive position within the organization's board, as practicable.

6.7 The Vendor shall provide a resume of the Program Manager with at least three (3) years of experience in the food service industry; maintains a current ServSafe Food Protection Manager's Certification; and will ensure the daily operations of the nutrition program is performed in accordance with the agreed upon scope of services for this emergency procurement. Within five (5) calendar days of official notification of award of this emergency procurement or as specified by the DPH&SS, DSC, Vendor must submit the name and copy of ServSafe Food Protection Manager's Certification or evidence of scheduled training from the Guam Community College (GCC).

- a. Maintaining current ServSafe Food Protection Manager Certification.
- b. Ability in accessing and developing resources and services responsive to the needs of the target population to be served.
- c. Ability in refining and improving operations, work processes and quality of services responsive to the needs of the target population to be served.
- d. Ability to train and supervise, and develop the capacity of program staff and volunteers.
- e. Ability to evaluate staff and the program for effectiveness, efficiency and accountability and ensure compliance with the scope of services of this Bid.
- f. Ensure referrals are initiated with the appropriate Service Providers for clients requiring additional services.
- g. Ability to maintain complete and accurate records and prepare reports in compliance with the ENP's reporting requirements or as required through direction from the DPH&SS, DSC.

6.8 The Vendor shall have access to services of a Guam Licensed Dietitian (LD) or Guam Licensed Nutritionist (LN), as needed, in order to comply with the Dietary Guidelines for Americans published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture. Within five (5) calendar days of official notification of the award of this emergency procurement or as specified by the DPH&SS, DSC, the Vendor shall submit the name and provide a copy of the license of the LD or LN (Ref. P. L. 25-192, Title 10 GCA, Chapter 12, Article 21, Part 2).

6.9 The Vendor shall ensure the ENP LD or LN is knowledgeable and capable of performing the following:

- a. Provide technical assistance, as required by the Vendor, to areas relating to food service for the ENP including food service equipment, purchases, recipes, portion control, food cost controls, food packaging, food delivery systems, and hygienic food service techniques for the handling and preparing of food.
- b. The LD or LN shall, on a monthly basis, select and review ten (10) packaged meals prior to delivery to ensure specifications and requirements of the ENP are met. The Vendor shall submit the report

documenting the findings and recommendations to address deficiencies identified in the review conducted by the LD or LN. The report shall include aerial colored photos of the 10 packaged meals inspected and be labeled to indicate the type of meal selected, reviewed and inspected.

At a minimum, the 10 packaged meals for selection and review should include each one (1) of the following: Regular Meal, Mechanical (Chopped), Pureed (Blenderized), Health (Vegetarian), and Health (Non-Vegetarian). The Vendor shall submit the report containing the signature and date of the LD or LN to the DPH&SS, DSC within five (5) working days after each review.

- a. Shall attend and be present to hear and address all meal concerns and/or complaints brought forth at the Elderly Nutrition Program Council meetings and offer nutritional advice and guidance.
- 6.10 The Vendor shall ensure that at least one (1) staff who possesses a current ServSafe Food Protection Manager's Certification is on duty throughout the operations of the ENP. Within five (5) calendar days of official notification of award of this emergency procurement or as specified by the DPH&SS, DSC, Vendor must submit the name(s) and copy(ies) of ServSafe Food Protection Manager's Certification or evidence of scheduled training from the Guam Community College (GCC).
- 6.11 The Vendor shall ensure all ENP delivery staff is properly licensed by the Department of Motor Vehicle, Government of Guam.
- 6.12 The Vendor shall ensure the ENP Delivery staff are knowledgeable and capable of performing the following:
- a. ENP delivery staff shall place a door hanger or similar product at the home of the authorized client indicating the ENP delivery staff was present to deliver the meal and no one was home to receive the meal.
 - b. ENP delivery staff shall physically see the authorized client at least three (3) times per week to ensure the client is safe.
 - c. ENP delivery staff shall, upon returning to the office, report to the ENP Program Manager significant changes in the authorized client's condition or non-delivery of meals to the authorized client for two (2) consecutive days who in turn will notify the CMS for their follow up.
 - d. ENP delivery staff shall, upon returning to the office, report to the ENP Program Manager significant abuse of the Elderly Nutrition Program who in turn will notify the DPH&SS, DSC.

7.0 ADMINISTRATIVE REQUIREMENTS

- 7.1 **REQUESTS FOR INFORMATION.** Requests for Information by the DPH&SS, DSC shall be acted upon in a professional manner and submitted to the DPH&SS, DSC within five (5) working days unless otherwise specified in the request. Corrections to information requested shall be submitted as specified by the DPH&SS, DSC.
- 7.2 **IMPROPER ACTIVITIES OF ENP STAFF.** The Vendor shall report in writing to the DPH&SS, DSC within two (2) working days of learning of alleged acts of malfeasance, including embezzlement by their employees which affects the ENP. The Vendor shall file a report with the appropriate authorities and a copy shall be provided to DPH&SS, DSC.
- 7.3 **COMPLAINTS, PROBLEMS, AND CONCERNS.** The Vendor shall attempt to remedy non-urgent complaints, problems and concerns of clients with

other service providers, vendors or health and human service agencies prior to reporting the matter to the DPH&SS, DSC. Complaints and concerns that cannot be resolved to the mutual satisfaction of all parties shall be reported in writing to the DPH&SS, DSC for assistance and guidance. Urgent complaints, problems, and concerns requiring immediate attention shall be reported to the DPH&SS, DSC as soon as possible with written communications to be submitted by 10:00 a.m. the next business day or as determined by the DPH&SS, DSC upon being notified. This shall include complaints filed against the Vendor with local or Federal agencies by clients or staff. Written notices for information or corrective action, issued by the DPH&SS, DSC, to the Vendor, shall be acted upon within five (5) working days upon receipt of notification or as specified by the DPH&SS, DSC.

- 7.4 **ACCIDENTS AND INCIDENTS.** The Vendor shall ensure all accidents and incidents involving injury to individuals and/or damage to property are verbally reported to the DPH&SS, DSC as soon as possible with written report submitted the following working day if it is not practicable to submit the report of the accident and/or incident the same day it occurred. A copy of reports, i.e., CPD, GFD, GMH, Mayor, etc., issued regarding the accident and/or incident shall be submitted to the DPH&SS, DSC no later than the next working day following its receipt by the Vendor. Acts of vandalism to any vehicle or facility used in the ENP shall be reported to the DPH&SS, DSC in the same manner.
- 7.5 **STAFF IDENTIFICATION.** The Vendor shall issue each staff a numbered photo identification card that shall be worn in clear view while on duty.
- 7.6 **PROPER HYGIENE AND DRESS CODE.** The Vendor shall ensure all staff practice good hygiene and maintain a professional appearance. They are required to be neat, clean, and well-groomed and are expected to serve as role models in the upkeep of one's personal hygiene. The staff shall wear clothing that is professional in appearance. Staff providing direct services to clients shall wear closed-toed shoes for safety. The staff who perform custodial or maintenance work are allowed to wear denim pants. All other staffs are to dress professionally.
- 7.7 **MANAGEMENT PERSONNEL.** Management personnel shall be knowledgeable of the provisions of the Vendor's Agreement with the DPH&SS, DSC and be provided copies of the Agreement and approved purchase order. The absence of the ENP Executive or Program Director, Program Manager or other key personnel for more than three (3) consecutive days shall be reported in writing to the DPH&SS, DSC naming the person(s) authorized to act on their behalf and the expected duration of the appointment.
- 7.8 **PROGRAM REPORTING REQUIREMENTS.** Monthly Reports with transmittal page signed by the Program Director and Program Manager shall be complete, accurate, and received by the DPH&SS, DSC in the format provided no later than ten (10) working days after the end of the month shall include:
- a. Monthly Program Report (Transmittal) Form
 - b. Invoice Form
 - c. Monthly Meal Record and Meal Breakdown Form
 - d. Accounts Receivable Activity Report Form
 - e. Program Income Report Form

- f. Program Income Expenditure Report Form
- g. Monthly Statistical Report Form
- h. Monthly Program Summary Form
- i. Release of Claims Statement Form- shall be submitted at the end of the emergency procurement period.
- j. Intake Profile and Referral Form
- k. Intake, Profile and Referral Record Change and Service Update Form
- l. Determine Your Nutritional Health Form

7.9 MONTHLY PROGRAM REPORT. The DPH&SS, DSC shall provide the Vendor with the Program Reporting Forms. The Vendor shall ensure all monthly fiscal program reporting requirements be prepared utilizing the Microsoft Office Excel software unless otherwise agreed upon and approved by the DPH&SS, DSC.

8.0 PROGRAM MONIES

- 8.1 SERVICE CONTRIBUTIONS. The Vendor shall comply with the provisions of the Older Americans Act of 1965, as amended, and provide each eligible individual with an opportunity to voluntarily contribute to the cost of the ENP, a service contribution as defined in 45 CFR Part 1321.67 (Service Contribution). The Vendor shall in keeping with 45 CFR Part 1321.67 clearly inform each eligible individual that there is no obligation to contribute and that the contribution is purely voluntary; protect the privacy and confidentiality of each eligible individual with respect to the ENP eligible individual's contribution or lack of contribution; and use all collected contributions to expand the service for which the contributions were given. No eligible individual shall be denied a service because the eligible individual will not or cannot contribute to the cost of the service. This information shall be reported in the Program Income and Program Income Expenditure Reports submitted monthly to the DPH&SS, DSC.
- 8.2 PROGRAM INCOME. The Vendor shall safeguard Program Income generated in support of the ENP, accounting for all funds in keeping with OMB Circular A-87 and 45 CFR Part 92.25 and 45 CFR Part 1321.67. The Vendor shall establish as part of their Standard Operating Procedures written procedures that safeguard and account for all contributions, donations and fundraising activities in support of the program. All income received and spent shall be reported in the Program Income and Program Income Expenditure Reports submitted monthly to the DPH&SS, DSC.
- 8.3 UNEXPENDED SERVICE CONTRIBUTIONS AND PROGRAM INCOME. Service Contributions and Program Income Funds shall be expended within the current purchase order. Funds not expended within the purchase order period may be used to reduce the Vendor's monthly invoiced amount. In the event the ENP purchase order is terminated or expires, all unexpended Funds is immediately due within five (5) working days, payable to the DPH&SS, DSC or to the new vendor, as directed by DPH&SS, DSC. In the event unexpended Funds is not forwarded, the Vendor's invoice shall be reduced by DPH&SS, DSC as an offset in an amount equal to the Funds not paid to the DPH&SS, DSC or to the new vendor, as directed by DPH&SS, DSC.

9.0 INSURANCE COVERAGE

- 9.1 The Vendor shall maintain and furnish the DPH&SS, DSC evidence of insurance coverage to protect the integrity of the program. A copy of all claims filed by the Vendor shall be provided within no more than two (2) working days to the DPH&SS, DSC.

10.0 PROGRAM PENALTIES

- 10.1 **MEAL DELIVERY AND SPECIFICATION COMPLIANCE.** Meals shall be delivered no earlier than 10:00 a.m. and no later than 12:30 p.m., unless otherwise approved by the DPH&SS, DSC. The DPH&SS, DSC may assess a penalty from the cost of the total number of meals served for early or late delivery of meals based on the following schedule:
- a. 10 to 15 minutes early or late -- 20%
 - b. 16 to 20 minutes early or late -- 25%
 - c. 21 to 30 minutes early or late -- 40%
 - d. 31 minutes early -- 100%
 - e. 31 minutes late -- \$25.00 penalty per meal
- 10.2 **MEAL EXCLUSION, SPOILAGE, INEDIBLE.** The DPH&SS, DSC may assess a penalty based on the following percentages of the cost of the total number of meals served that day from the impacted area(s) from the meal price when any item on the menu is excluded, determined to be spoiled, does not meet the specified portions, is undrinkable or is otherwise inedible and is not replaced within the meal delivery time:
- a. 30% for meat, seafood, poultry, soup (or other main entrée)
 - b. 20% for rice, bread, mashed potatoes, roll, fruit, vegetable/salad, milk
 - c. 5% for salad dressing, condiments, margarine/butter
- 10.3 **ADMINISTRATIVE.** The DPH&SS, DSC shall assess a penalty based on the following:
- a. Initial submission of the Monthly Program Reports determined not to have been submitted; determined to be missing shall be assessed a \$50.00 penalty per report.
 - b. Monthly Program Reports requiring further corrections shall be assessed a penalty of half of one percent (.005) for being incomplete or inaccurate and shall be calculated after any disallowed costs to the monthly invoice amount is applied.
 - c. Preparation of Meals. Serving of fried foods or basa fish shall be assessed \$500.00 per occurrence.
 - d. Menu Preparation. The DPH&SS, DSC shall assess a penalty based on the following:
 - (1) Menu Meal Variety determined to not be in compliance shall be assessed \$500.00 per occurrence.
 - (2) Meal Substitutions determined to not be in compliance shall be assessed \$500.00 per occurrence.

(3) **Menus and Meal Substitutions.** Menus and meals substitutions shall be approved by a Licensed Dietitian (LD) or Licensed Nutritionist (LN) prior to their submittal to the DPH&SS, DSC. The signature of the LD or LN and date of their approval shall appear on all menus. Menus and Meal Substitutions not approved by the Licensed Dietitian (LD) or Licensed Nutritionist (LN) shall be assessed a \$100.00 penalty per occurrence.

- e. **Monthly Review of Ten (10) Packaged Meals Report** determined not to have been submitted and/or incomplete shall be assessed a \$250.00 penalty per report period.
- f. **Elderly Nutrition Program Council Meetings.** Absence of the Vendor's Executive or Program Director or Program Manager; and Licensed Dietitian (LD) or Licensed Nutritionist (LN) shall be assessed a \$500.00 penalty for each personnel not in attendance. An additional \$100.00 penalty shall also be applied if the Vendor's Executive or Program Director or Program Manager; and Licensed Dietitian (LD) or Licensed Nutritionist (LN) is not present to hear and address meal concerns and/or complaints being discussed.
- g. **All areas identified to be in non-compliance in the performance of this emergency procurement** shall be assessed a penalty of \$100.00 per occurrence. The penalty shall increase by \$100.00 for each additional occurrence. This penalty shall be applicable to all areas of this emergency procurement where a penalty for performance is not specifically stated. In such circumstances, this penalty provision shall apply.

10.4 **PERSONNEL AND CLIENT FILES AND RECORDS.** Personnel and client files and records shall be kept current and filed accordingly. The Vendor shall have three (3) working days to correct personnel and client files and records identified to be incomplete, inaccurate, missing, outdated or expired. After the third work day has passed and the Vendor has not rectified the identified deficiency to the satisfaction of the DPH&SS, DSC, the Vendor will be assessed a flat penalty of \$100.00 for each personnel and client files and records identified to be deficient.

The Vendor shall ensure individual client files are maintained and updated regularly with client documents filed within three (3) work days. Each Client File has a typed label identifying each client's file by their name in the following format: last name, first name and middle name, i.e. DOE, John Guam. Client files shall be maintained under lock and key by the Vendor.

10.5 **CLIENT MAPS.** The Vendor shall be assessed a penalty of \$25.00 for each client's map that is missing, outdated (client is no longer at the residence), is not legible or is not filed in the Binder.

11.0 COMPENSATION FOR SERVICES

11.1 **The Elderly Nutrition Program Home-Delivered Meals nutrition services** being acquired is funded by the Department of Health and Human Services, Administration for Community Living, through the Older Americans Act, As Amended, Grant Number: 18AAGUT3HD, 1901GUOAHD-00 and 1901GUOAHD-01, Catalog of Federal Domestic Assistance (CFDA) Number 93.045, Title III C2 and local Government of Guam funds being allotted, allocated and certified.

11.2 **UNAUTHORIZED SERVICES.** Any unauthorized services rendered by the Vendor shall be considered a disallowed cost and shall be deducted from

the monthly invoice. Any cost above the agreed amounts shall be at the expense of the Vendor.

- 11.3 Under no circumstances shall the cost per meal exceed the agreed upon cost per meal in this Agreement, nor shall the number of meals invoiced exceed the number of meals ordered.
- 11.4 Payment shall be based upon costs submitted less penalties and/or disallowed costs. Compensation based upon the aggregate of the costs submitted may be less than the agreed upon compensation but in no event shall it exceed the agreed upon compensation, unless otherwise provided for.
- 11.5 The Vendor will be compensated upon the clearance of monthly invoices by DPH&SS, DSC. In any reporting month and there exist a discrepancy in the statistical, narrative or financial reports submitted by the Vendor, ten percent (10%) of the invoice amount after applying any penalties and/or disallowed costs will be withheld until the discrepancy has been resolved to the satisfaction of the DPH&SS, DSC. Upon being notified by DPH&SS, DSC that the discrepancy has been resolved, the Vendor shall submit an invoice for the remaining ten percent (10%) to be processed accordingly.

12.0 SPECIAL TERMS AND CONDITIONS

- 12.1 **PROGRAM DATABASE.** The Vendor shall be required to comply with the efforts of putting forth a unified automated information system that supports and promotes a coordinated and comprehensive system of care. This effort is spearheaded by the DPH&SS, DSC. All Title III service providers and vendors shall be collaborators and partners of this effort. The Vendor shall ensure that their staff attend training, maintain and enter data, generate reports and conduct all necessary transactions in support of this effort which will assist the Vendor in complying with the reporting requirements of the ENP. Orientation and training on the access and use of the Program Database will be coordinated and/or provided by DPH&SS, DSC and/or the software company contracted to maintain the system at no cost to the Vendor, with the exception of staff time to attend the orientation, training and technical assistance activities in support of the Program Database. Failure to comply with this section shall result in non-payment to the Vendor.
- 12.2 **PROGRAM DATABASE INFORMATION SYSTEM.** The software Program Database Information System is currently managed by the Government. The Vendor shall be granted access upon being awarded this program and will enter data.
- 12.3 **GRANTOR RECOGNITION.** The Vendor shall ensure recognition of the role of the grantor agency in providing services through this emergency procurement. When a press release is issued or interview is given for any activity funded in whole or in part through this emergency procurement, reference shall be given as to the funding source and funding agency. The Vendor shall prominently identify in all publications and advertisements that funding for the item(s) is provided through the DPH&SS, DSC to include all activities, facilities, and items utilized pursuant to this emergency procurement. For example, *"This project is made possible through funds under Title III Home-Delivered Meals, Older Americans Act of 1965, as amended in 2016, administered by the Department of Public Health and Social Services, Division of Senior Citizens."* All advertisements by the Vendor about the ENP shall be submitted to the DPH&SS, DSC prior to distribution to the general public and local media.

- 12.4 **ELDERLY NUTRITION PROGRAM COUNCIL.** The Vendor's Executive or Program Director or Program Manager shall attend the Elderly Nutrition Program Council meetings to discuss the menus for the month, recommend menu changes and respond to questions, concerns and complaints of the ENP clients. Recommendations made by the Vendor or the Elderly Nutrition Program Council for serving cold meats, i.e., sandwiches, must be approved in writing by the DPH&SS, DSC prior to being served. The LD or LN employed by the Vendor shall attend the Elderly Nutrition Program Council meeting.
- 12.5 **STANDARDS OF CONDUCT.** The Vendor shall uphold the highest standards of conduct of their staff in administering services to the elderly. All staff shall abide by a zero tolerance of encouraging, accepting and receiving any type of loan, monetary gift or gratuity or any other form of financial gain from clients or their families.
- 12.6 **ACTIVITIES OF PERSONNEL.** The Vendor shall ensure the Vendor or its employees do not contribute or make available Older Americans Act funds, personnel or equipment to any political party or association or to the campaign of any candidate for public or party office; or for use in advocating or opposing any ballot measure, initiative, or referendum (Ref. 45 CFR 1321.71(h)(1)). Further, the Vendor shall ensure the Vendor or its employees do not intentionally identify the Title III Aging program or the Vendor with any partisan or nonpartisan political activity, or with the campaign of any candidate for public or party office (Ref. 45 CFR 1321.71(h)(2)).
- 12.7 **REMOVAL AND TERMINATION OR SUSPENSION OF PROGRAM PERSONNEL.** The DPH&SS, DSC, retains the absolute right and authority to demand removal and termination or suspension from the ENP for reasonable cause; any personnel furnished by the Vendor when DPH&SS, DSC determines this management intervention is required to be executed to safeguard the ENP. A disregard of Federal and local laws, regulations, policies, and non-compliance or non-performance with a contracted provision or provisions, but not limited to, shall be considered reasonable cause. The Vendor's personnel policy and procedures used in the management of their personnel shall include this provision.
- 12.8 **TERMINATION FOR NON-COMPLIANCE WITH REGULATORY REQUIREMENTS.** In the event the Vendor who is awarded this emergency procurement for the provision of ENP Nutrition Services is issued a "C" rating from the Division of Environmental Health, DPH&SS or is issued a "Stop Order" by the Guam Fire Department, the awarded Vendor shall be terminated as the Vendor of the ENP Nutrition Services.
- 12.9 **DUPLICATION OF SERVICES.** The Vendor shall ensure that all ENP nutrition services are provided in an efficient and effective manner and where possible coordinated with other appropriate community service providers.
- 12.10 **REPORT OF ABUSE OR NEGLECT OF SENIORS AND ADULTS WITH A DISABILITY.** The Vendor shall immediately make a verbal report of suspected cases of abuse or neglect of elders and adults who have a disability and provide a written report within forty-eight (48) hours to the Bureau of Adult Protective Services, DSC or its contracted Service Provider of the Emergency Receiving Home with a Crisis Intervention Hotline. (Ref. P.L. 31-278, Title 10 GCA, Chapter 2).
- 12.11 **REPORT OF ABUSE OR NEGLECT OF CHILDREN.** The Vendor shall immediately make a verbal report of suspected cases of abuse or neglect of children and provide a written report within forty-eight (48) hours to

the Child Protective Services Unit, Bureau of Social Services Administration (Ref. P.L. 20-209, Title 10 GCA, Chapter 88).

- 12.12 **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).** The Vendor shall comply with the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191 and the Federal "Standards for Privacy of Individually Identifiable Health Information" promulgated under 45 CFR Part 160 and Part 164, Subparts A and E.
- 12.13 **SOCIAL SECURITY NUMBER CONFIDENTIALITY ACT.** The Vendor shall ensure compliance relative to preventing the inappropriate disclosure and misappropriation of Social Security numbers (Ref. P.L. 28-95, Title 5 GCA, Chapter 32, Article 7).
- 12.14 **ALCOHOL-FREE EVENTS.** The Vendor shall ensure events funded or sanctioned through the ENP are "Alcohol Free" events.
- 12.15 **CLIENT CONFIDENTIALITY.** The Vendor shall ensure information obtained directly or indirectly from clients be kept confidential and cannot be released in a form that identifies the client without the informed consent of the client, or of his or her legal representative, unless the disclosure is required by court order, or for program monitoring by authorized Federal, State or local monitoring agencies (Ref. 45 CFR (321.51), [Privacy Rule Standards for Privacy of Individually Identifiable Health Information, Ref. 45 CFR Part 160 and Part 164, Subparts A and E]).
- 12.16 **PROGRAM TRANSITION.** All steps shall be taken by the Vendor to ensure a smooth and professional transition of the ENP to prevent any interruption of services to the clients and to preserve the integrity of the ENP.
- a. The Vendor, who has not been awarded a new purchase order under the ENP, shall immediately prepare to relinquish all program related information, files, equipment, service contributions and program income balances and all other operational, administrative, and service documents and/or items to the new vendor.
- b. The DPH&SS, DSC shall oversee the transfer of all program related information, files, equipment, monies, etc., to the new vendor.
- 12.17 **FINANCIAL MANAGEMENT SYSTEM.** The Vendor shall ensure the organization possesses a financial management system that meets the standards of the Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments in financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management. The Vendor shall ensure their accounting system shall permit timely development of all necessary cost data in the form required by the DPH&SS, DSC and is in accordance with generally accepted accounting principles (Ref. Title 5 GCA, Chapter 5, Article 3, Part E, §5236).
- 12.18 **FILES AND RECORDS MAINTENANCE.** All files and records pertaining to the ENP, both programmatic and financial, shall be accurate and complete and made accessible to the DPH&SS, DSC and its authorized representatives and are, at a minimum, subject to audit, monitoring, and evaluation.
- 12.19 **MONITORING.** Unannounced monitoring of the Elderly Nutrition Program by the DPH&SS, DSC shall not be denied by the VENDOR. Monitoring may include, but is not limited to, on-site observations of activities and/or staff, facility inspections, and discussions with clients regarding the

effectiveness of the program. All documents related to the operations and delivery of services is subject to review by the DPH&SS, DSC.

12.20 EVIDENCE OF PAYMENT. The Vendor shall ensure a copy of receipt of payment for services is provided to the DPH&SS, DSC within twenty-four (24) hours of receipt.

—————NOTHING FOLLOWS—————

EXHIBIT 3

**Department of Public Health and Social Services
Division of Environmental Health
Food Establishment Inspection Report**

INSPECTION	RSN	TYPE	GRADE	INSPECTION DATE		ESTABLISHMENT NAME	
Regular		<input checked="" type="checkbox"/>	38	04 / 03 / 2019		S.H. Enterprises	
Follow-up				TIME IN	TIME OUT	PERMIT HOLDER	
Complaint	<input checked="" type="checkbox"/>		RATING	7:40 AM	3:30 PM	S.H. Enterprises	
Investigation			C	SANITARY PERMIT NO.		LOCATION (Address)	
Other				180002606		Lot 4 Blk 2 Tract 259 ET Calvo Mem. Industrial Park, Tamuning	
ESTABLISHMENT TYPE			AREA	TELEPHONE	No. of Risk Factor/Intervention Violations	RISK CATEGORY	
Catering			7	649-0521	4	4	
					No. of Repeat Risk Factor/Intervention Violations		
					0		

FOODBORNE ILLNESS RISK FACTORS AND PUBLIC HEALTH INTERVENTIONS

Circle or mark "X" designated compliance (IN, OUT, N/O, N/A) for each numbered item. Mark "X" in appropriate box for COS and/or R.
IN = In compliance, OUT = Not in compliance, N/O = Not observed, N/A = Not applicable, COS = Corrected on-site during inspection, R = Repeat violation, PTS = Demerit points

Compliance Status	COS	R	PTS	Compliance Status	COS	R	PTS
Supervision				Potentially Hazardous Food (TCS Food)			
1	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6	16	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6
				17	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6
Person in charge present, demonstrates knowledge, and performs duties				18	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6
Employee Health				19	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6
2	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6	20	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6
				21	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6
3	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6	Consumer Advisory			
				22	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6
Management awareness, policy present				Consumer Advisory provided for raw or undercooked foods			
4	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6	Highly Susceptible Populations			
				23	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6
5	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6	Pasteurized Foods used, prohibited foods not offered			
				Chemical			
Proper use of reporting, restriction & exclusion				24	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6
Good Hygienic Practices				25	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6
4	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6	Food additives approved and properly used			
				26	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6
5	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6	Toxic substances properly identified, stored, used			
				Conformance with Approved Procedures			
No discharge from eyes, nose, and mouth				26	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6
Preventing Contamination by Hands				Compliance with variance, specialized process, and HACCP plan			
6	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6	Risk factors are improper practices or procedures identified as the most prevalent contributing factors of foodborne illness or injury. Public Health interventions are control measures to prevent foodborne illness or injury.			
7	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6				
8	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6				
Hands clean and properly washed							
No bare hand contact with ready-to-eat foods or approved alternate method properly followed							
Adequate handwashing facilities supplied & accessible							
Approved Sources							
9	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6				
10	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6				
11	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6				
12	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6				
Food obtained from approved source							
Food received at proper temperature							
Food in good condition, safe and unadulterated							
Required records available, shellstock tags, parasite destruction							
Protection from Contamination							
13	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6				
14	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6				
15	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6				
Food separated and protected							
Food contact surfaces cleaned & sanitized							
Proper disposition of returned, previously served, reconditioned, and unsafe food							

GOOD RETAIL PRACTICES

Good Retail Practices are preventative measures to control the introduction of pathogens, chemicals, and physical objects into foods.
Mark "X" in box if numbered item is not in compliance and/or if COS and/or R. COS = Corrected on-site during inspection, R = Repeat violation, PTS = Demerit points

Compliance Status	COS	R	PTS	Compliance Status	COS	R	PTS
Safe Food and Water				Proper Use of Utensils			
27			1	40			1
				41			1
28			2	42			1
				43			1
29			1	Utensils, Equipment and Vending			
Food Temperature Control				44	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	1
30	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	1	45	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	1
				46	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	1
31			1	Physical Facilities			
				47			2
32			1	48			2
				49	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	2
33	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	1	50	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	2
				51	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	2
Food Identification				52	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	1
34			1	53	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	1
				Documents and Placards			
Food properly labeled; original container				54			NA
Prevention of Food Contamination							
35	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	2				
36			1				
37			1				
38	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	1				
39			1				
Insects, rodents, and animals not present							
Contamination prevented during food preparation, storage & display							
Personal cleanliness							
Wiping cloths: properly used and stored							
Washing fruits and vegetables							

I have read and understand the above violation(s), and I am aware of the corrective measures that shall be taken.

Person in Charge (Print and Sign) <i>The Hong Min</i>	Date: 04/03/2019
DEH Inspector (Print and Sign) <i>K. DUEÑAS</i>	Follow-up (Mark one): <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<i>R. ORIONDO</i>	Follow-up Date: 4/13/2019

Department of Public Health and Social Services
 Division of Environmental Health
Food Establishment Inspection Report

ESTABLISHMENT NAME S.H. Enterprises		LOCATION (Address) Lot 4 Blk 2 Tract 259 ET Calvo Mem. Industrial Park, Tamuning	
INSPECTION DATE 04 / 03 / 2019	SANITARY PERMIT NO 180002606	PERMIT HOLDER S.H. Enterprises	

TEMPERATURE OBSERVATIONS

Item/Location	Temperature (° F)	Item/Location	Temperature (° F)
Cooked Rice/Rice Cooker	185.5		
Chicken Adobo/Stove Top	189.0		
Cooked Brown Rice/Stove Top	151.6		
Cooked Mixed Vegetables/Counter Top	165.0		
Cooked Beef/Stove Top	198.0		
Raw Fish Fillet/Counter Top (discarded)	78.5		

ITEM NO.	OBSERVATIONS AND CORRECTIVE ACTIONS	CORRECT BY DATE
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Violations cited in this report must be corrected within the time frames indicated, or as stated in Sections 8-405.11 and 8-406.11 of the Guam Food Code.

	A regular inspection was conducted today in response to complaint no. 19-059B regarding food not properly sealed and packaged prior to delivery, and hand soap and paper towel dispensers were not provided at the establishment. Person-in-charge (PIC) was able to demonstrate proper sealing and packaging procedures during the inspection. Evidence to verify the complaints regarding the hand soap and the paper towel dispensers were observed.	
	Previous assessment was conducted on 7/11/2018 in response to complaint no. 18-129 regarding delivery vans being dirty with flies and roaches and had other items not involving with the food being delivered, and no temperature conducted for food being delivered. The complaint was not observed during the assessment.	
	The following violations were observed today:	
1	PIC did not demonstrate knowledge of the Guam Food Code (GFC) or perform the necessary duties to ensure compliance with the GFC. PIC shall demonstrate knowledge of the GFC and perform their duties to ensure food safety practices are being followed and implemented in compliance with the GFC.	4/13/19
2	No employee health policy in place. An employee health policy shall be in place, comply with the GFC requirements, and all employees trained on the policy to ensure proper restriction and/or exclusion of sick employees	4/13/19

Based on the inspection today, the items listed above identify violations which shall be corrected by the date specified by the Department. Failure to comply may result in the immediate suspension of the Sanitary Permit or downgrade. If seeking to appeal the result of any notice or inspection findings, a written request for hearing must be submitted to the Director within the period of time established in the notice for corrections.

Person in Charge (Print and Sign) <i>Tae Hong Min</i>	Date: 04/03/2019
DEH Inspector (Print and Sign) <i>K. DUENAS</i>	Date: 04/03/2019

Department of Public Health and Social Services
Division of Environmental Health
Food Establishment Inspection Report

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ESTABLISHMENT NAME S.H. Enterprises		LOCATION (Address) Lot 4 Blk 2 Tract 259 ET Calvo Mem. Industrial Park, Tamuning
INSPECTION DATE 04/ / 03/ / 2019	SANITARY PERMIT NO. 180002606	PERMIT HOLDER S.H. Enterprises

ITEM NO.	OBSERVATIONS AND CORRECTIVE ACTIONS	CORRECT BY DATE
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Violations cited in this report must be corrected within the time frames indicated, or as stated in Sections 8-405.11 and 8-406.11 of the Guam Food Code.

	are understood and implemented.	
8	Handwashing sinks in the men's restroom not provided with signage, soap and paper towel; paper towels not properly stored and protected at the handwashing sinks in the kitchen and the women's restroom. Adequate handwashing sinks shall be provided and properly supplied with hand soap, clean paper towels/hand-dryer, and signage and be accessible to all employees to encourage food handlers to properly wash their hands regularly. *COS: PIC provided signage, hand soap, paper towel in the men's restroom, and stored the paper towels in dispensers at the handwashing sinks in the kitchen and the women's restroom.	COS
13	Employee drinks found stored with food for the clients in the upright chiller; warewashing sink was being used for soiled pans and uncooked rice. Food shall be properly separated and protected to prevent cross-contamination from occurring *COS: PIC removed employees drinks from upright chiller and placed uncooked rice at the preparation sink.	COS
14	Employee observed washing pans but did not perform sanitizing and air-drying procedures; cutting boards not in-use was observed with deep cut marks and dark stains. All food-contact surfaces shall be properly washed, rinsed, sanitized, and air-dried to prevent cross-contamination from occurring and shall be clean to sight and touch prior to use.	4/13/19
20	Raw fish fillet did not meet proper cold holding temperature. COS: PIC discarded the raw fish fillet. (3 pieces) All Potentially Hazardous Food (PHF)/Time/Temperature Control for Safety (TCS) Food shall meet an internal cold holding temperature of 41F and below to prevent the growth of pathogens or toxin formation.	COS
26	Employee practices and procedures were not in compliance with the establishment's Hazard Analysis and Critical Control Points (HACCP) plan; records and logs were not completed or maintained. The establishment shall comply with the approved HACCP plans and procedures, and maintain	4/13/19

Based on the inspection today, the items listed above identify violations which shall be corrected by the date specified by the Department. Failure to comply may result in the immediate suspension of the Sanitary Permit or downgrade. If seeking to appeal the result of any notice or inspection findings, a written request for hearing must be submitted to the Director within the period of time established in the notice for corrections.

Person in Charge (Print and Sign) Tae Hong Min Date: 04/03/2019

DEH Inspector (Print and Sign) K DUENAS JR IR. DRIONDO Date: 04/03/2019

Department of Public Health and Social Services
Division of Environmental Health
Food Establishment Inspection Report

ESTABLISHMENT NAME S.H. Enterprises		LOCATION (Address) Lot 4 Blk 2 Tract 259 ET Calvo Mem. Industrial Park Tamuning
INSPECTION DATE 04 / 03 / 2019	SANITARY PERMIT NO. 180002606	PERMIT HOLDER S.H. Enterprises

ITEM NO.	OBSERVATIONS AND CORRECTIVE ACTIONS	CORRECT BY DATE
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Violations cited in this report must be corrected within the time frames indicated, or as stated in Sections 8-405.11 and 8-406.11 of the Guam Food Code.

	records to demonstrate that the establishment is actively practicing and monitoring a system of controls to ensure food safety.	
30	Walk-in chiller unable to maintain proper cold holding temperature, environmental meter reading was 69.6 degrees Fahrenheit (F); non-PHF/TCS food were observed being stored in the walk-in chiller. Adequate equipment for temperature control shall be maintained in good repair to facilitate proper storage of PHF/TCS food.	5/3/19
33	Thermometer in walk-in chiller was inoperable; food thermometers were not being used during operation. Thermometers shall be properly calibrated and used to ensure temperatures are actively being monitored and proper temperature are maintained.	5/3/19
35	One live cockroach and frass were observed inside the mechanical warewashing equipment that is not being utilized by the establishment; PIC was not able to provide pest control service receipts during the inspection; no other signs of pest activity were observed. The presence of pests shall be controlled, and openings shall be sealed to prevent the accessibility of pests and the contamination of food and clean equipment/utensils.	5/3/19
38	Wiping cloths stored on the counter, the food cart, and in empty buckets. Wiping cloths shall be stored in a properly diluted sanitizing solution after each use to prevent cross-contamination from occurring.	5/3/19
44	Shelves in walk-in chiller were found with rust. Non-food contact surfaces shall be smooth, easily cleanable, non-absorbent, properly designed and maintained to ensure surfaces can be properly cleaned, sanitized, and cross-contamination is prevented.	5/3/19
45	Chemical test strips and sanitizing solution were not provided and used. Chemical test strips and approved sanitizers shall be provided and used to ensure proper	5/3/19

Based on the inspection today, the items listed above identify violations which shall be corrected by the date specified by the Department. Failure to comply may result in the immediate suspension of the Sanitary Permit or downgrade. If seeking to appeal the result of any notice or inspection findings, a written request for hearing must be submitted to the Director within the period of time established in the notice for corrections.

Person in Charge (Print and Sign) Ige Hong Min	Date: 04/03/2019
DEH Inspector (Print and Sign) K. DUENAS	Date: 04/03/2019

Department of Public Health and Social Services
Division of Environmental Health
Food Establishment Inspection Report

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ESTABLISHMENT NAME S.H. Enterprises		LOCATION (Address) Lot 4 Blk 2 Tract 259 ET Calvo Mem. Industrial Park, Tamuning
INSPECTION DATE 04 / 03 / 2019	SANITARY PERMIT NO. 180002606	PERMIT HOLDER S.H. Enterprises

ITEM NO.	OBSERVATIONS AND CORRECTIVE ACTIONS	CORRECT BY DATE
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Violations cited in this report must be corrected within the time frames indicated, or as stated in Sections 8-405.11 and 8-406.11 of the Guam Food Code.

	sanilizing of food-contact surfaces and equipment.	
46	Inside and outside surfaces of the walk-in chiller with dark stains; surfaces of the stove area observed with grease and food build-up; inside surfaces of several coolers observed with food particles and stains. Non-food contact surfaces shall be cleaned and maintained as often as necessary to prevent cross-contamination from occurring.	5/3/19
49	Grease trap located outside the establishment was observed overflowing with grease and food particles during the inspection; wastewater from the handwashing sink and the preparation sink was observed leaking onto the kitchen floor; PIC did not provide service receipt for the grease trap. Wastewater shall be properly disposed of in an approved plumbing system, and grease traps shall be maintained as often as necessary to prevent sewage back-up or overflow.	5/3/19
50	Women's restroom not provided with a covered trash receptacle and toilet tissue. A toilet room used by females shall be provided with a covered receptacle for sanitary napkins, and a supply of toilet tissue shall be available at each toilet to promote good hygiene practices. *COS: PIC provided the women's restroom with a covered trash receptacle and toilet tissue.	COS
51	Outside garbage refuse was uncovered and overflowing with garbage bags and cardboard boxes; several garbage bags and cardboard boxes were stored directly on the ground. Outside trash receptacles shall be kept covered with tight-fitting lids, refuse and recycables shall be removed from the premises at a frequency that will minimize the development of objectionable odors and other conditions that attract or harbor insects and rodents.	5/3/19
52	Missing ceiling tiles observed in the kitchen hallway and in the dry storage area; stained ceiling tiles observed in the kitchen, the hallway and in the men's restroom; accumulation of food particles and grease were observed under preparation tables, on the kitchen walls and floor; floor drains in the kitchen were not provided with covers; soiled upright chillers,	5/3/19

Based on the inspection today, the items listed above identify violations which shall be corrected by the date specified by the Department. Failure to comply may result in the immediate suspension of the Sanitary Permit or downgrade. If seeking to appeal the result of any notice or inspection findings, a written request for hearing must be submitted to the Director within the period of time established in the notice for corrections.

Person in Charge (Print and Sign) <i>Tae Hong Min</i>	Date: 04/03/2019
DEH Inspector (Print and Sign) <i>K DUENAS</i>	Date: 04/03/2019

Department of Public Health and Social Services
Division of Environmental Health
Food Establishment Inspection Report

ESTABLISHMENT NAME S.H. Enterprises		LOCATION (Address) Lot 4 Blk 2 Tract 259 ET Calvo Mem Industrial Park, Tamuning	
INSPECTION DATE 04 / 03 / 2019	SANITARY PERMIT NO. 180002606	PERMIT HOLDER S.H. Enterprises	

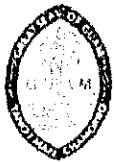
ITEM NO.	OBSERVATIONS AND CORRECTIVE ACTIONS	CORRECT BY DATE
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Violations cited in this report must be corrected within the time frames indicated, or as stated in Sections 8-405.11 and 8-406.11 of the Guam Food Code.

	shelves with plates and utensils, and other equipment that are not being used were stored in the kitchen and the dry storage area.	
	Physical facilities shall be maintained and cleaned as often as necessary to minimize the attraction of pests and promote the overall sanitation of the establishment.	
	of the establishment.	
53	Inadequate ventilation observed in the kitchen area, environmental meter readings were 92.8 F, 93.8 F, 93.3 F throughout the kitchen; inadequate lighting observed in the kitchen hallway where food is being sealed and packaged, light meter readings were 0.1 foot candles (ft.c.), 2.6 ft.c., 14.7 ft.c.; light in the walk-in chiller was not working.	5/3/19
	Adequate mechanical ventilation shall be provided to keep rooms free from excessive heat, steam, condensation, vapors, obnoxious odors, and fumes. Adequate lighting of at least 50 ft.c. at a surface where food handlers is working with food, utensils, and equipment, and at least 10 ft.c. in the walk-in chiller to facilitate proper cleaning.	
	Photos and videos were taken.	
	"C" placard no. 00731 issued and posted on the entrance door of the establishment.	
	Issued Letter of Warning.	
	Provided PIC with the Re-Inspection Request Form and guidance on completing and submitting the form.	
	Discussed this report with PIC, Tac Min.	

Based on the inspection today, the items listed above identify violations which shall be corrected by the date specified by the Department. Failure to comply may result in the immediate suspension of the Sanitary Permit or downgrade. If seeking to appeal the result of any notice or inspection findings, a written request for hearing must be submitted to the Director within the period of time established in the notice for corrections.

Person In Charge (Print and Sign) <i>Tac Hong Min</i>	Date: 04/03/2019
DEH Inspector (Print and Sign) <i>K. DUENAS</i>	Date: 04/03/2019



GOVERNMENT OF GUAM
 DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES
 DIPATTAMENTON SALUT PUPBLEKO YAN SETBISION SUSIAT



LOURDES A. LEON GUERRERO
 GOVERNOR MAGAHAÇA

JOSHUA F. TENORIO
 GOVERNOR SIGUNDO MAGALAN

LINDA UMPINGCO DENORCEY MPH
 DIRECTOR

LAURENT SF DUENAS, MPH, BSN RN
 DEPUTY DIRECTOR

Date: 4/3/2019

S.H. Enterprises

Name of Establishment

As a result of this inspection your establishment received a

LETTER OF WARNING

38/C

(Demerit/Grade Points)

Once you have corrected all violations cited on your establishment's inspection report, you must provide us a written request for re-inspection to include a description of the corrective measures that you have implemented. If we do not receive a written re-inspection request from you, we will conduct a follow-up inspection after ten (10) calendar days from the official receipt of this notice to ensure that corrective measures have been taken.

Failure to correct violations may result in the closure of your establishment pursuant to section 21109(b) of 10GUA Chapter 21.

NOTICE OF CLOSURE

(Demerit/Grade Points)

Once you have corrected all violations cited on your establishment's inspection report, you must provide us a written request for re-inspection to include a description of the corrective measures that you have implemented. Unlike an establishment who has received a letter of warning, an establishment shall remain closed unless a written request for re-inspection is made. Under 10 GCA Ch. 21 §21109(b), suspension without prior hearing may be imposed until the violation is corrected. You may also request a hearing to the Division of Environmental Health within five (5) calendar days of the date of this notice. When a hearing is requested following a suspension without prior hearing, it shall be discretionary with the Director as to whether the suspension shall be continued pending the hearing.

We look forward to working closely with you as partners in promoting health and sanitary practices on Guam. If you need further assistance, you can reach us at 735-7221 or (fax) 734-5556. Si Yu'us Ma'ase.

Sincerely,

Linda Umpingco Denorcey
 LINDA UMPINGCO DENORCEY, MPH
 Director

Issued By: *K. Duenas*, EPHO III/R. Orfendo, EPHO I
 Name of EPHO

Received By: *Tae Hong Min*
 Establishment Representative

123 CHALAN KARETA MANGILAO, GUAM 96913-6304
 www.dphss.guam.gov • Ph 1 671 735 7102 • Fax 1 671 473 5910

EXHIBIT 4



PURCHASE ORDER
 GENERAL SERVICES AGENCY
 DEPARTMENT OF ADMINISTRATION
 GOVERNMENT OF GUAM

148 Route 1
 Marine Drive
 P.O. Box 96925

TRAN CODE

THIS PURCHASE ORDER NUMBER
No. P196E00431

MUST APPEAR ON ALL INVOICES
 PACKAGING SUPPLIES, BULK
 CORRESPONDENCE ETC.

FOB	APPROPRIATE CONTACT PERSON	DATE	JOB ORDER NO	OBJE
		4/05/2019	173019164238	230

RECEIVED	TO:	VENDOR	CONSIGNEE DESIGNATION & MARKING		
	BASIL FOOD INDUSTRIAL SERVICES CORPORATION 482 PALE SAN VITORES ROAD TAMUNING, GU 96910 Telephone: 671 475-8888 Fax: 671 475-CC88 Email: ERHONGZHOU@HOTMAIL.COM	60012200	DEPT OF PUBLIC HEALTH & SOCIAL SERVICES 123 CHALAN KARETA RTE. 10 MANGILAO, GU 96923-0000		
AUTHORITY	** INVITATION NO	** CONTRACT NO	TIME FOR DELIVERY	EXPIRING	DISCOUNT TERMS
3113			SEE BELOW		
					TITLE III-C-2 HOME DELIV MEALS

ITEM	ARTICLES OF SERVICE	QTY.	UNIT	UNIT PRICE	AMOUNT	DOCUMENT NUMBER	TAC
1	PROVISION OF NUTRITION SERVICES FOR THE COMPREHENSIVE MANAGEMENT, OPERATIONS AND MAINTENANCE FOR THE OPHSS ELDERLY NUTRITION HOME-DELIVERED MEALS PROGRAM. SPECIFICATIONS ATTACHED. *SERVICES WILL BE ACQUIRED THROUGH THE PROVISION OF 5GCA SUBSECTION 5150 EMERGENCY PROCUREMENT. PERIOD TO COVER: SUNDAY THROUGH MONDAY EFFECTIVE: APRIL 8 THROUGH APRIL 30, 2019 1,190 CLIENTS X \$7.00 PER MEAL =\$8,260.00 PER DAY X 23 MEAL SERVICE DAYS= \$199,930.00 NOTE: THE GOVERNMENT OF GUAM WILL NOT BE RESPONSIBLE FOR 'UNAUTHORIZED' PURCHASES OR SERVICES. Note: Amounts due this Purchase Order may be off set for monies due the of Guam inclusive of but not limited to taxes, fees, and returned checks other damages, penalties, and Attorney's fees, after failure to pay To be coordinated between the agency and vendor. ALL LATE DELIVERIES AND ACCEPTANCES ARE SUBJECT TO THE LIQUIDATED DAMAGES CLAUSE IN SECTION 6101(9) (a) OF THE GAR.	1	LOT	189980.000	199950.00	0191730053	

SPECIAL INSTRUCTIONS TO VENDOR	XXXXXXXXXXXX	A. DO NOT PRINT OR SIGN IF YOUR TOTAL COST EXCEEDS THE TOTAL
B. SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACCOUNTS, DEPARTMENT OF ADMINISTRATION, GOVERNMENT OF GUAM, P.O. BOX 984, AGANA, GUAM 96910.	↑ TOTAL ↑	
C. PAYMENT IN THIRTY (30) DAYS UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION.		
D. THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE.		
E. * THIS ORDER IS SUBJECT TO THE SPECIAL PROVISIONS, AND BID GENERAL TERMS AND CONDITIONS SPECIFIED ON THIS BID.		
F. * ON ALL AIR SHIPMENTS HAVE AIR FREIGHT COMPANY CALL THIS NUMBER UPON ARRIVAL OF GOODS IN GUAM.		

CONTRACTOR PLEASE SUPPLY PROMPTLY THE ABOVE ARTICLES OR SERVICES ALL CORRESPONDENCE PERTAINING TO THIS ORDER INCLUDING INVOICES SHIPPING DOCUMENTS AND PACKAGES MUST BEAR THE PURCHASE ORDER NUMBER SHOWN ABOVE SEE REVERSE SIDE FOR PURCHASE ORDER TERMS AND CONDITIONS	ADVANCE PAYMENT AUTHORIZATION	SIGNATURE <i>C. Acfalle</i> Claudia S. Acfalle Chief Procurement Officer
	PAYMENT ENCLOSED <input type="checkbox"/>	

Digitally Approved on: 4/5/2019



PURCHASE ORDER
 GENERAL SERVICES AGENCY
 DEPARTMENT OF ADMINISTRATION
 GOVERNMENT OF GUAM

148 Route 1
 Marine Drive
 P.H. Guam 96925

TRAN CODE

THIS PURCHASE ORDER NUMBER
No. 9196E00431

MUST APPEAR ON ALL INVOICES
 PACKING SLIP PACKAGES & 1
 CORRESPONDENCE ETC

FOU	RESponsible: CONTACT: PMA	DATE 4/05/2019	JOB ORDER NO 173619104230	OBJE 230
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SHIP TO	TO: BASIL FOOD INDUSTRIAL SERVICES CORPORATION 492 PALE SAN VITORES ROAD TAMUNING, GU 96910 Telephone: 671 475-8988 Fax: 671 475-0088 Email: ERHONGZHOU@HOTMAIL.COM	VENDOR E0012205	CONSIGNEE DESIGNATION & MARKING DEPT OF PUBLIC HEALTH & SOCIAL SERVICES 123 CHALAN KARETA RTE. 10 MANGILAO, GU 96923-0000		
				TITLE III-C-2 HOME DELIV MEALS	
AUTHORITY 3113	** INVITATION NO	** CONTRACT NO	TIME FOR DELIVERY SEE BELOW	EXPIRING	DISCOUNT TERMS

ITEM	ARTICLES OF SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT	DOCUMENT NUMBER	TAX
	FOC: BREANNA SABLAN/ CHARLENE SAN NICOLAS 735-7415 ** NOTHING FOLLOWS **						
<p>NOTE: THE GOVERNMENT OF GUAM WILL NOT BE RESPONSIBLE FOR 'UNAUTHORIZED' PURCHASES OR SERVICES. Note: Amounts due this Purchase Order may be off set for monies due the Government plus for accordingly of Guam inclusive of but not limited to taxes, fees, and returned checks after failure to pay other damages, penalties, and Attorney's fees, after failure to pay To be coordinated between the agency and vendor ALL LATE DELIVERIES AND ACCEPTANCES ARE SUBJECT TO THE LIQUIDATED DAMAGES CLAUSE IN SECTION 61C1(9) (a) OF THE GAR.</p>							

<p>SPECIAL INSTRUCTION 1 TO VENDOR. B. SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACCOUNTS, DEPARTMENT OF ADMINISTRATION, GOVERNMENT OF GUAM, P.O. BOX 884, AGANA, GUAM 96910 C. PAYMENT IN THIRTY (30) DAYS UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION. D. THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE. E. * * THIS ORDER IS SUBJECT TO THE SPECIAL PROVISIONS, AND BID GENERAL TERMS AND CONDITIONS SPECIFIED ON THIS BID. F. * ON ALL AIR SHIPMENTS HAVE AIR FREIGHT COMPANY CALL THIS NUMBER UPON ARRIVAL OF GOODS IN GUAM.</p>	<p>189990.00</p> <p>↑ TOTAL ↑</p>	<p>A. DO NOT NET THIS ORDER IF YOUR TOTAL COST EXCEEDS THE TOTAL</p>
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<p>CONTRACTOR PLEASE SUPPLY PROMPTLY THE ABOVE ARTICLES OR SERVICES. ALL CORRESPONDENCE PERTAINING TO THIS ORDER INCLUDING INVOICES, SHIPPING DOCUMENTS AND PACKAGES MUST BEAR THE PURCHASE ORDER NUMBER SHOWN ABOVE SEE REVERSE SIDE FOR PURCHASE ORDER TERMS AND CONDITIONS</p>	<p>ADVANCE PAYMENT AUTHORIZATION PAYMENT ENCLOSED <input type="checkbox"/></p>	<p>SIGNATURE: <i>C. Acalle</i> Claudia S. Acalle Chief Procurement Officer</p>
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Control No.

ORIGINAL/VENDOR'S COPY

Digitally Approved on: 4/5/2019



PURCHASE ORDER
 GENERAL SERVICES AGENCY
 DEPARTMENT OF ADMINISTRATION
 GOVERNMENT OF GUAM

148 Route 1
 Marine Drive
 P.O. Box 96925

TRAN CODE

THIS PURCHASE ORDER NUMBER

No. P196E00431

MUST APPEAR ON ALL INVOICES
 PACKING SLIPS, PACKAGES &
 COUNTERFOOTER, ETC.

FOR	BY APPROVED BY CONTRACT	DATE	JOB ORDER NO	ORUGL
		4/05/2019	173019104230	230

RODNEY	TO:	VENDOR	SHIP TO	CONSIGNEE DESIGNATION & MARKING
	BASIL FOOD INDUSTRIAL SERVICES CORPORATION 492 PALE SAN VITORES ROAD TAMUNING, GU 96910 Telephone: 671 475-8888 Fax: 671 475-0088 Email: ERHONGZHOU@HOTMAIL.COM	E0012200		

AUTHORITY 3113	** INVITATION NO	** CONTRACT NO.	TIME FOR DELIVERY SEE BELOW	EXPIRING	DISCOUNT TERMS
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ITEM	ARTICLES OF SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT	DOCUMENT NUMBER	TAC
	THIS ORDER IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:						
	1. Acknowledgment copy of this order must be signed and returned advising approximate or definite shipping date.						
	2. No variation in any of the terms, conditions, deliveries, prices, quantity, quality, or specification on this order, irrespective of the wording of the seller's acceptance, will be effective without buyer's written consent.						
	3. Packing list must accompany each shipment, showing our order number, description and part/serial number for each item.						
	4. Shipments must be identified as "PARTIAL" or "COMPLETE".						
	5. Material is subject to buyer's inspection and approval within a reasonable time after delivery; if specifications are not met, material shall be returned at seller's expense.						
	6. In connection with any prompt payment discount offered, time will be computed from date of delivery and acceptance at destination, or from the date the correct invoice or voucher is received in the office specified by the Government of Guam, if the latter is later than date of delivery and acceptance. Payment is deemed to be made, for the purpose of earning discount, on the date of the mailing of the check.						
	7. Overshipments, unless specifically authorized, will not be accepted.						
	8. In connection with bid awards and contracts, this purchase order shall be governed by the Special Provisions and Bid General Terms and Conditions as specified.						

SPECIAL INSTRUCTIONS TO VENDOR	199980.00	A. VERIFY THE ORDER
B. SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACCOUNTS, DEPARTMENT OF ADMINISTRATION, GOVERNMENT OF GUAM, P.O. BOX 884, AGANA, GUAM 96910.	↑ TOTAL ↑	B. VERIFY THE ORDER
C. PAYMENT IN THIRTY (30) DAYS UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION		EXCEEDS THIS TOTAL
D. THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE.		
E. THIS ORDER IS SUBJECT TO THE SPECIAL PROVISIONS, AND BID GENERAL TERMS AND CONDITIONS SPECIFIED ON THIS BID.		
F. FOR ALL AIR SHIPMENTS HAVE AIR FREIGHT COMPANY CALL THIS NUMBER UPON ARRIVAL OF GOODS IN GUAM.		

CONTRACTOR PLEASE SUPPLY PROMPTLY THE ABOVE ARTICLES OR SERVICES. ALL CORRESPONDENCE PERTAINING TO THIS ORDER INCLUDING INVOICES, SHIPPING DOCUMENTS AND PACKAGES MUST BEAR THE PURCHASE ORDER NUMBER SHOWN ABOVE. SEE REVERSE SIDE FOR PURCHASE ORDER TERMS AND CONDITIONS	ADVANCE PAYMENT AUTHORIZATION	SIGNATURE:
	PAYMENT ENCLOSED <input type="checkbox"/>	<i>C. Acalle</i>
		Claudia S. Acalle Chief Procurement Officer

Control No.

ORIGINAL/VENDOR'S COPY



PURCHASE ORDER
 GENERAL SERVICES AGENCY
 DEPARTMENT OF ADMINISTRATION
 GOVERNMENT OF GUAM

148 Route 1
 Marine Drive
 Piti Guam 96925

TRAN CODE

THIS PURCHASE ORDER NUMBER
No. P196E00431

MUST APPEAR ON ALL INVOICES
 PACKAGES MUST BE
 COMPLETED BY THE

DATE	JOB ORDER NO	OBJCT
4/05/2019	173019104230	230

SHIP TO	TO:	VENDOR	CONSIGNEE DESTINATION & MARKING
	BASIL FOOD INDUSTRIAL SERVICES CORPORATION 482 PALE SAN VITORES ROAD TAMUNING, GU 96910 Telephone: 671 475-8888 Fax: 671 475-0088 Email: ERHONGZHOU@HOTMAIL.COM	E0012200	DEPT OF PUBLIC HEALTH & SOCIAL SERVICES 123 CHALAN KARETA RTE. 10 MANGILAO, GU 96923-0000 TITLE III-C-2 HOME DELIV MEALS

AUTHORITY	** INVITATION NO	** CONTRACT NO.	TIME FOR DELIVERY	EXPIRING	DISCOUNT TERMS:
3113			SEE BELOW		

ARTICLES OF SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT	DOCUMENT NUMBER	REMARKS
***** * VENDOR ACKNOWLEDGMENT * * RETURN TO SUPPLY MANAGEMENT DIVISION * * DATE OF RECEIPT OF THIS ORDER * * SIGNATURE _____ * * * * * * * RECEIVING REPORT COPY * * I CERTIFY THE ABOVE ARTICLES AND/OR SERVICES HAVE/HAS BEEN * * RECEIVED AND/OR RENDERED AND THE SAME HAS BEEN INSPECTED * * AND ACCEPTED EXCEPT AS OTHERWISE NOTED HEREIN. * * * * * * * DATE RECEIVED: _____ SIGNATURE: _____ * * * * * *						

SPECIAL INSTRUCTION 1 TO VENDOR. B. SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACCOUNTS, DEPARTMENT OF ADMINISTRATION, GOVERNMENT OF GUAM, P.O. BOX 884, AGANA, GUAM 96910. C. PAYMENT IN THIRTY (30) DAYS UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION. D. THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE. E. * * THIS ORDER IS SUBJECT TO THE SPECIAL PROVISIONS, AND BID GENERAL TERMS AND CONDITIONS SPECIFIED ON THIS BID. F. * ON ALL AIR SHIPMENTS HAVE AIR FREIGHT COMPANY CALL THIS NUMBER UPON ARRIVAL OF GOODS IN GUAM.	189930.00 ↑ TOTAL ↑	A. DEDUCT THE TOTAL FROM THE YEAR-END BALANCE EXCEPTS THIS TOTAL. * * * * *
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CONTRACTOR PLEASE SUPPLY PROMPTLY THE ABOVE ARTICLES OR SERVICES ALL CORRESPONDENCE PERTAINING TO THIS ORDER INCLUDING INVOICES, SHIPPING DOCUMENTS AND PACKAGES MUST BEAR THE PURCHASE ORDER NUMBER SHOWN ABOVE. SEE REVERSE SIDE FOR PURCHASE ORDER TERMS AND CONDITIONS	ADVANCE PAYMENT AUTHORIZATION PAYMENT ENCLOSED <input type="checkbox"/>	SIGNATURE: <i>C. Acalle</i> Claudia Acalle Chief Procurement Officer
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Control No.

ORIGINAL/VENDOR'S COPY

Digitally Approved on: 4/5/2019

ASSIGNED BUYER: GSATEDTC

REQUISITION EMERGENCY

REQUISITION #: Q191730053
APPROPRIATION: 5101G191730MA104230

TO: PROCUREMENT FACILITIES MGMT.DIVISION ADMINISTRATOR | ENCUMBERED DATE
4/05/2019

SUBMITTED BY:
San Nicolas, Charlene D. - DPHSS
AUTHORIZED DEPARTMENT REPRESENTATIVE | SIGNATURE | DATE

DEPARTMENT/DIVISION: SENIOR CITIZEN STATE AGENCY AD | REQUEST DATE: 4/05/2019

ITEM NO.	DESCRIPTION OF ITEM	UOM	QTY	UNIT PRICE	AMOUNT
1	PROVISION OF NUTRITION SERVICES FOR THE COMPREHENSIVE MANAGEMENT, OPERATIONS AND MAINTENANCE FOR THE DPHSS ELDERLY NUTRITION HOME-DELIVERED MEALS PROGRAM. SPECIFICATIONS ATTACHED. *SERVICES WILL BE ACQUIRED THROUGH THE PROVISION OF SGCA SUBSECTION 5150 EMERGENCY PROCUREMENT. PERIOD TO COVER: SUNDAY THROUGH MONDAY APRIL 8 THROUGH APRIL 30, 2019. 1,180 CLIENTS X \$7.00 PER MEAL =\$8,260.00 PER DAY X 23 MEAL	LOT	1	189980.00	189980.00

TOTAL =====> 189980.00

JUSTIFICATION:
SGCA 5150 EMERGENCY PROCUREMENT

** PRINT NAME & SIGN | () APPROVAL | () DISAPPROVAL

RECEIVED BY | DATE | APPROVING AUTHORITY (DIRECTOR)

(CERTIFYING OFFICER)

ASSIGNED BUYER: GSATEDTC

REQUISITION EMERGENCY

REQUISITION #: Q191730053
APPROPRIATION: 5101G191730MA104230

TO: PROCUREMENT FACILITIES MGMT. DIVISION ADMINISTRATOR | ENCUMBERED DATE
4/05/2019

SUBMITTED BY:

San Nicolas, Charlene D. - DPHSS
AUTHORIZED DEPARTMENT REPRESENTATIVE

SIGNATURE

DATE

DEPARTMENT/DIVISION: SENIOR CITIZEN STATE AGENCY AD REQUEST DATE: 4/05/2019

ITEM NO.	DESCRIPTION OF ITEM	UOM	QTY	UNIT PRICE	AMOUNT
	SERVICE DAYS= \$189,980.00				
	*AUTHORIZED PERSONNEL/ POINT OF CONTACT: BREANNA SABLAN CHARLENE D. SAN NICOLAS TEL. 735-7415/ 735-7421 *NOTHING FOLLOWS				

TOTAL =====> 189980.00

JUSTIFICATION:
5GCA 5150 EMERGENCY PROCUREMENT

** PRINT NAME & SIGN

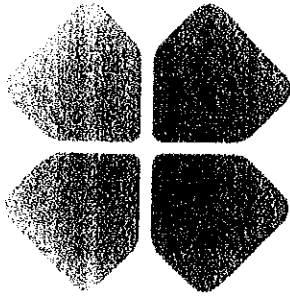
() APPROVAL

() DISAPPROVAL

RECEIVED BY DATE
(CERTIFYING OFFICER)

APPROVING AUTHORITY (DIRECTOR)

EXHIBIT 5



BASIL FOOD INDUSTRIAL SERVICES CORPORATION
530 West O'Brien Drive
Hagatna, Guam 96910
Phone No: 475-8888/9999 Fax: 475-0088

April 05, 2019

Claudia S. Acfalle
Chief Procurement Officer
General Services Agency
148 Route 1 Marine Corps Drive
Piti, Guam

Dear Ms. Acfalle:

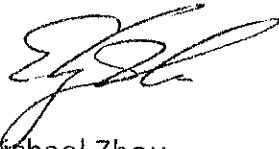
Attached is Department of Public Health and Social Services Food Establishment Inspection Report for an inspection of S. H. Enterprises conducted on April 03, 2019. The report lists at least 38 violations which results in a "C" rating.

Section 12.8 of the Elderly Nutrition Program (ENP) Home-delivered Meals RFQ states the following:

Termination for Non-Compliance with Regulatory Requirements. In the event the Vendor who is awarded this emergency procurement for the provision of ENP Nutrition Services is issued a "C" rating from the Division of Environmental Health, DPH&SS or is issued a "Stop Order" by the Guam Fire Department, the awarded Vendor shall be terminated as the Vendor of the ENP Nutrition Services.

I look forward to your response.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael Zhou', with a stylized flourish at the end.

Michael Zhou
President, Basil Food Service

Attachment: Department of Public Health and Social Services
Division of Environmental Health

Cc: Governor Lourdes Leon Guerrero
Linda Unpingco DeNorcey, MPH, Director, PH&SS
Arthur San Agustin, MHR, Administrator, Division of Senior Citizen, PH&SS
LLC Group of Camacho Calvo

**Department of Public Health and Social Services
Division of Environmental Health
Food Establishment Inspection Report**

Page 1 of 6

INSPECTION	RSN	TYPE	GRADE	INSPECTION DATE	ESTABLISHMENT NAME
Regular		<input checked="" type="checkbox"/>	38	04 / 03 / 2019	S.H. Enterprises
Follow-up				TIME IN	TIME OUT
Complaint	<input checked="" type="checkbox"/>		RATING	7:40 AM	3:30 PM
Investigation			C	SANITARY PERMIT NO.	LOCATION (Address)
Other				180002606	Lot 4 Blk 2 Tract 259 ET Calvo Mem. Industrial Park, Tamuning
ESTABLISHMENT TYPE		AREA	TELEPHONE	No. of Risk Factor/Intervention Violations	RISK CATEGORY
Catering		7	649-0521	4	4
				No. of Repeat Risk Factor/Intervention Violations	
				0	

FOODBORNE ILLNESS RISK FACTORS AND PUBLIC HEALTH INTERVENTIONS

Circle or mark "X" designated compliance (IN, OUT, N/A) for each numbered item. Mark "X" in appropriate box for COS and/or R

IN = In compliance OUT = Not in compliance N/O = Not observed N/A = Not applicable COS = Corrected on-site during inspection R = Repeat violation PTS = Demerit points

Compliance Status	COS	R	PTS	Compliance Status	COS	R	PTS
Supervision				Potentially Hazardous Food (TCS Food)			
1	IN	<input checked="" type="checkbox"/>	6	16	<input checked="" type="checkbox"/>	OUT	6
				17	IN	OUT	6
				18	IN	OUT	6
Employee Health				19	<input checked="" type="checkbox"/>	OUT	6
2	IN	OUT	6	20	IN	<input checked="" type="checkbox"/>	6
3	<input checked="" type="checkbox"/>	OUT	6	21	IN	OUT	6
Good Hygienic Practices				Consumer Advisory			
4	<input checked="" type="checkbox"/>	OUT	6	22	IN	OUT	6
5	<input checked="" type="checkbox"/>	OUT	6	Highly Susceptible Populations			
Preventing Contamination by Hands				23	<input checked="" type="checkbox"/>	OUT	6
6	<input checked="" type="checkbox"/>	OUT	6	Chemical			
7	<input checked="" type="checkbox"/>	OUT	6	24	IN	OUT	6
8	IN	<input checked="" type="checkbox"/>	6	25	<input checked="" type="checkbox"/>	OUT	6
Approved Source				Conformance with Approved Procedures			
9	<input checked="" type="checkbox"/>	OUT	6	26	IN	<input checked="" type="checkbox"/>	6
10	IN	OUT	6	Risk factors are improper practices or procedures identified as the most prevalent contributing factors of foodborne illness or injury. Public Health Interventions are control measures to prevent foodborne illness or injury.			
11	<input checked="" type="checkbox"/>	OUT	6				
12	IN	OUT	6				
Protection from Contamination							
13	<input checked="" type="checkbox"/>	OUT	6				
14	IN	OUT	6				
15	<input checked="" type="checkbox"/>	OUT	6				

GOOD RETAIL PRACTICES

Good Retail Practices are preventative measures to control the introduction of pathogens, chemicals, and physical objects into foods.

Mark "X" in box: If numbered item is not in compliance and/or if COS and/or R. COS = Corrected on-site during inspection R = Repeat violation PTS = Demerit points

Compliance Status	COS	R	PTS	Compliance Status	COS	R	PTS
Safe Food and Water				Proper Use of Utensils			
27			1	40			1
28			2	41			1
29			1	42			1
Food Temperature Control				43			1
30	<input checked="" type="checkbox"/>		1	Utensils, Equipment and Vending			
31			1	44	<input checked="" type="checkbox"/>		1
32			1	45	<input checked="" type="checkbox"/>		1
33	<input checked="" type="checkbox"/>		1	46	<input checked="" type="checkbox"/>		1
Food Identification				Physical Facilities			
34			1	47			2
Prevention of Food Contamination				48			2
35	<input checked="" type="checkbox"/>		2	49	<input checked="" type="checkbox"/>		2
36			1	50	<input checked="" type="checkbox"/>		2
37			1	51	<input checked="" type="checkbox"/>		2
38	<input checked="" type="checkbox"/>		1	52	<input checked="" type="checkbox"/>		1
39			1	53	<input checked="" type="checkbox"/>		1
I have read and understand the above violation(s), and I am aware of the corrective measures that shall be taken.				Documents and Placards			
Person In Charge (Print and Sign) <u>Joe Hong Min</u>				54			NA
DEH Inspector (Print and Sign) <u>K. BUENAS</u>				Date:	04/03/2019		
				Follow-up (Mark one):	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO
				Follow-up Date:	4/13/2019		

Department of Public Health and Social Services
Division of Environmental Health
Food Establishment Inspection Report

ESTABLISHMENT NAME S.H. Enterprises		LOCATION (Address) Lot 4 Blk 2 Tract 259 ET Calvo Mem. Industrial Park, Tamuning
INSPECTION DATE 04 / 03 / 2019	SANITARY PERMIT NO. 180002606	PERMIT HOLDER S.H. Enterprises

TEMPERATURE OBSERVATIONS

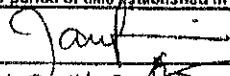
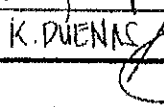

Item/Location	Temperature (* F)	Item/Location	Temperature (* F)
Cooked Rice/Rice Cooker	185.5		
Chicken Adobo/Stove Top	189.0		
Cooked Brown Rice/Stove Top	151.5		
Cooked Mixed Vegetables/Counter Top	185.0		
Cooked Beef/Stove Top	196.0		
Raw Fish Filet/Counter Top (discarded)	78.5		

ITEM NO.	OBSERVATIONS AND CORRECTIVE ACTIONS	CORRECT BY DATE
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Violations cited in this report must be corrected within the time frames indicated, or as stated in Sections 8-405.11 and B-406.11 of the Guam Food Code.

	A regular inspection was conducted today in response to complaint no. 19-059B regarding food not properly sealed and packaged prior to delivery, and hand soap and paper towel dispensers were not provided at the establishment. Person-in-charge (PIC) was able to demonstrate proper sealing and packaging procedures during the inspection. Evidence to verify the complaints regarding the hand soap and the paper towel dispensers were observed.	
	Previous assessment was conducted on 7/11/2018 in response to complaint no. 18-129 regarding delivery vans being dirty with flies and roaches and had other items not involving with the food being delivered, and no temperature conducted for food being delivered. The complaint was not observed during the assessment.	
	The following violations were observed today:	
1	PIC did not demonstrate knowledge of the Guam Food Code (GFC) or perform the necessary duties to ensure compliance with the GFC. PIC shall demonstrate knowledge of the GFC and perform their duties to ensure food safety practices are being followed and implemented in compliance with the GFC.	4/13/19
2	No employee health policy in place. An employee health policy shall be in place, comply with the GFC requirements, and all employees trained on the policy to ensure proper restriction and/or exclusion of sick employees	4/13/19

Based on the inspection today, the items listed above identify violations which shall be corrected by the date specified by the Department. Failure to comply may result in the immediate suspension of the Sanitary Permit or downgrade. If seeking to appeal the result of any notice or inspection findings, a written request for hearing must be submitted to the Director within the period of time established in the notice for corrections.

Person in Charge (Print and Sign) Tae Hong Min 	Date: 04/03/2019
DEH Inspector (Print and Sign) K. DUENAS  / R. ORIONDO 	Date: 04/03/2019

Department of Public Health and Social Services
Division of Environmental Health
Food Establishment Inspection Report

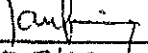
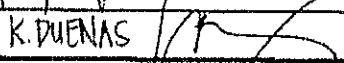

ESTABLISHMENT NAME S.H. Enterprises		LOCATION (Address) Lot 4 Blk 2 Tract 259 ET Calvo Mem. Industrial Park, Tamuning
INSPECTION DATE 04 / 03 / 2019	SANITARY PERMIT NO. 180002606	PERMIT HOLDER S.H. Enterprises

ITEM NO.	OBSERVATIONS AND CORRECTIVE ACTIONS	CORRECT BY DATE
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Violations cited in this report must be corrected within the time frames indicated, or as stated in Sections 8-405.11 and 8-406.11 of the Guam Food Code.

	are understood and implemented.	
8	Handwashing sinks in the men's restroom not provided with signage, soap and paper towel; paper towels not properly stored and protected at the handwashing sinks in the kitchen and the women's restroom. Adequate handwashing sinks shall be provided and properly supplied with hand soap, clean paper towels/hand-dryer, and signage and be accessible to all employees to encourage food handlers to properly wash their hands regularly. *COS: PIC provided signage, hand soap, paper towel in the men's restroom, and stored the paper towels in dispensers at the handwashing sinks in the kitchen and the women's restroom.	COS
13	Employee drinks found stored with food for the clients in the upright chiller; warewashing sink was being used for soiled pans and uncooked rice. Food shall be properly separated and protected to prevent cross-contamination from occurring *COS: PIC removed employees drinks from upright chiller and placed uncooked rice at the preparation sink.	COS
14	Employee observed washing pans but did not perform sanitizing and air-drying procedures; cutting boards not in-use was observed with deep cut marks and dark stains. All food-contact surfaces shall be properly washed, rinsed, sanitized, and air-dried to prevent cross-contamination from occurring and shall be clean to sight and touch prior to use.	4/13/19
20	Raw fish fillet did not meet proper cold holding temperature. COS: PIC discarded the raw fish fillet. (3 pieces) All Potentially Hazardous Food (PHF)/Time/Temperature Control for Safety (TCS) Food shall meet an internal cold holding temperature of 41F and below to prevent the growth of pathogens or toxin formation.	COS
26	Employee practices and procedures were not in compliance with the establishment's Hazard Analysis and Critical Control Points (HACCP) plan; records and logs were not completed or maintained. The establishment shall comply with the approved HACCP plans and procedures, and maintain	4/13/19

Based on the inspection today, the items listed above identify violations which shall be corrected by the date specified by the Department. Failure to comply may result in the immediate suspension of the Sanitary Permit or downgrade. If seeking to appeal the result of any notice or inspection findings, a written request for hearing must be submitted to the Director within the period of time established in the notice for corrections.

Person in Charge (Print and Sign) Tae Hong Min 	Date: 04/03/2019
DEH Inspector (Print and Sign) K. DUENAS  / R. DRIONDO 	Date: 04/03/2019

Department of Public Health and Social Services
Division of Environmental Health
Food Establishment Inspection Report

ESTABLISHMENT NAME S.H. Enterprises		LOCATION (Address) Lot 4 Blk 2 Tract 259 ET Calvo Mem. Industrial Park, Tamuning
INSPECTION DATE 04/ / 03/ / 2019	SANITARY PERMIT NO. 180002606	PERMIT HOLDER S.H. Enterprises

ITEM NO.	OBSERVATIONS AND CORRECTIVE ACTIONS	CORRECT BY DATE
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Violations cited in this report must be corrected within the time frames indicated, or as stated in Sections 8-405.11 and 8-406.11 of the Guam Food Code.

	records to demonstrate that the establishment is actively practicing and monitoring a system of controls to ensure food safety.	
30	Walk-in chiller unable to maintain proper cold holding temperature, environmental meter reading was 69.6 degrees Fahrenheit (F); non-PHF/TCS food were observed being stored in the walk-in chiller. Adequate equipment for temperature control shall be maintained in good repair to facilitate proper storage of PHF/TCS food.	5/3/19
33	Thermometer in walk-in chiller was inoperable; food thermometers were not being used during operation. Thermometers shall be properly calibrated and used to ensure temperatures are actively being monitored and proper temperature are maintained.	5/3/19
35	One live cockroach and frass were observed inside the mechanical warewashing equipment that is not being utilized by the establishment; PIC was not able to provide pest control service receipts during the inspection; no other signs of pest activity were observed. The presence of pests shall be controlled, and openings shall be sealed to prevent the accessibility of pests and the contamination of food and clean equipment/utensils.	5/3/19
38	Wiping cloths stored on the counter, the food cart, and in empty buckets. Wiping cloths shall be stored in a properly diluted sanitizing solution after each use to prevent cross-contamination from occurring.	5/3/19
44	Shelves in walk-in chiller were found with rust. Non-food contact surfaces shall be smooth, easily cleanable, non-absorbent, properly designed and maintained to ensure surfaces can be properly cleaned, sanitized, and cross-contamination is prevented.	5/3/19
45	Chemical test strips and sanitizing solution were not provided and used. Chemical test strips and approved sanitizers shall be provided and used to ensure proper	5/3/19

Based on the inspection today, the items listed above identify violations which shall be corrected by the date specified by the Department. Failure to comply may result in the immediate suspension of the Sanitary Permit or downgrade. If seeking to appeal the result of any notice or inspection findings, a written request for hearing must be submitted to the Director within the period of time established in the notice for corrections.

Person in Charge (Print and Sign) Tae Hong Min	Date: 04/03/2019
DEH Inspector (Print and Sign) K. DUENAS / R. ORIONTO	Date: 04/03/2019

Department of Public Health and Social Services
Division of Environmental Health
Food Establishment Inspection Report

Page 5 of 6

ESTABLISHMENT NAME S.H. Enterprises		LOCATION (Address) Lot 4 Blk 2 Tract 259 ET Calvo Mem. Industrial Park, Tamuning
INSPECTION DATE 04 / 03 / 2019	SANITARY PERMIT NO. 180002606	PERMIT HOLDER S.H. Enterprises

ITEM NO.	OBSERVATIONS AND CORRECTIVE ACTIONS	CORRECT BY DATE
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Violations cited in this report must be corrected within the time frames indicated, or as stated in Sections 8-405.11 and 8-406.11 of the Guam Food Code.

	sanitizing of food-contact surfaces and equipment.	
46	Inside and outside surfaces of the walk-in chiller with dark stains; surfaces of the stove area observed with grease and food build-up; inside surfaces of several coolers observed with food particles and stains. Non-food contact surfaces shall be cleaned and maintained as often as necessary to prevent cross-contamination from occurring.	5/3/19
49	Grease trap located outside the establishment was observed overflowing with grease and food particles during the inspection; wastewater from the handwashing sink and the preparation sink was observed leaking onto the kitchen floor; PIC did not provide service receipt for the grease trap. Wastewater shall be properly disposed of in an approved plumbing system, and grease traps shall be maintained as often as necessary to prevent sewage back-up or overflow.	5/3/19
50	Women's restroom not provided with a covered trash receptacle and toilet tissue. A toilet room used by females shall be provided with a covered receptacle for sanitary napkins, and a supply of toilet tissue shall be available at each toilet to promote good hygiene practices. *COS: PIC provided the women's restroom with a covered trash receptacle and toilet tissue.	COS
51	Outside garbage refuse was uncovered and overflowing with garbage bags and cardboard boxes; several garbage bags and cardboard boxes were stored directly on the ground. Outside trash receptacles shall be kept covered with tight-fitting lids, refuse and recyclables shall be removed from the premises at a frequency that will minimize the development of objectionable odors and other conditions that attract or harbor insects and rodents.	5/3/19
52	Missing ceiling tiles observed in the kitchen hallway and in the dry storage area; stained ceiling tiles observed in the kitchen, the hallway and in the men's restroom; accumulation of food particles and grease were observed under preparation tables, on the kitchen walls and floor; floor drains in the kitchen were not provided with covers; soiled upright chillers,	5/3/19

Based on the inspection today, the items listed above identify violations which shall be corrected by the date specified by the Department. Failure to comply may result in the immediate suspension of the Sanitary Permit or downgrade. If seeking to appeal the result of any notice or inspection findings, a written request for hearing must be submitted to the Director within the period of time established in the notice for corrections.

Person in Charge (Print and Sign) <i>Tae Hong Min</i>	Date: 04/03/2019
DEH Inspector (Print and Sign) K. DIENAC <i>[Signature]</i> R. ORLANDO <i>[Signature]</i>	Date: 04/03/2019

Department of Public Health and Social Services
Division of Environmental Health
Food Establishment Inspection Report

ESTABLISHMENT NAME S.H. Enterprises	LOCATION (Address) Lot 4 Blk 2 Tract 259 ET Calvo Mem. Industrial Park, Tamuning
INSPECTION DATE 04 / 03 / 2019	SANITARY PERMIT NO. 180002806
	PERMIT HOLDER S.H. Enterprises

ITEM NO.	OBSERVATIONS AND CORRECTIVE ACTIONS	CORRECT BY DATE
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Violations cited in this report must be corrected within the time frames indicated, or as stated in Sections 8-405.11 and 8-406.11 of the Guam Food Code.

	shelves with plates and utensils, and other equipment that are not being used were stored in the kitchen and the dry storage area.	
	Physical facilities shall be maintained and cleaned as often as necessary to minimize the attraction of pests and promote the overall sanitation of the establishment of the establishment.	
53	Inadequate ventilation observed in the kitchen area, environmental meter readings were 92.8 F, 93.8 F, 93.3 F throughout the kitchen; inadequate lighting observed in the kitchen hallway where food is being sealed and packaged, light meter readings were 0.1 foot candles (ft.c.), 2.6 ft.c., 14.7 ft.c.; light in the walk-in chiller was not working.	5/3/19
	Adequate mechanical ventilation shall be provided to keep rooms free from excessive heat, steam, condensation, vapors, obnoxious odors, and fumes. Adequate lighting of at least 50 ft.c. at a surface where food handlers is working with food, utensils, and equipment, and at least 10 ft.c. in the walk-in chiller to facilitate proper cleaning.	
	Photos and videos were taken.	
	"C" placard no. 00731 issued and posted on the entrance door of the establishment.	
	Issued Letter of Warning.	
	Provided PIC with the Re-Inspection Request Form and guidance on completing and submitting the form.	
	Discussed this report with PIC, Tae Min.	

Based on the inspection today, the items listed above identify violations which shall be corrected by the date specified by the Department. Failure to comply may result in the immediate suspension of the Sanitary Permit or downgrade. If seeking to appeal the result of any notice or inspection findings, a written request for hearing must be submitted to the Director within the period of time established in the notice for corrections.

Person in Charge (Print and Sign) <i>Tae Hong Min</i> [Signature]	Date: 04/03/2019
DEH Inspector (Print and Sign) K. DUENAS [Signature] <i>R. DRIONDO</i> [Signature]	Date: 04/03/2019



GOVERNMENT OF GUAM
 DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES
 DIPATTAMENTON SALUT PUPBLEKO YAN SETBISION SUSIAT



LOURDES A. LEON GUERRERO
 GOVERNOR MAGALAGA

JOSHUA F. TENORIO
 LT GOVERNOR SIGUNDO MAGALAH

LINDA UNPINGCO DENORCEY, MPH
 DIRECTOR

LAURENT SF DUENAS, MPH, BSN, RN
 DEPUTY DIRECTOR

Date: 4/3/2019

S.H. Enterprises
 Name of Establishment

As a result of this inspection your establishment received a:

LETTER OF WARNING

38/C

(Demerit/Grade Points)

Once you have corrected all violations cited on your establishment's inspection report, you must provide us a written request for re-inspection to include a description of the corrective measures that you have implemented. If we do not receive a written re-inspection request from you, we will conduct a follow-up inspection after ten (10) calendar days from the official receipt of this notice to ensure that corrective measures have been taken.

Failure to correct violations may result in the closure of your establishment pursuant to section 21109(b) of 10GCA, Chapter 21.

NOTICE OF CLOSURE

(Demerit/Grade Points)

Once you have corrected all violations cited on your establishment's inspection report, you must provide us a written request for re-inspection to include a description of the corrective measures that you have implemented. Unlike an establishment who has received a letter of warning, an establishment shall remain closed unless a written request for re-inspection is made. Under 10 GCA Ch. 21 §21109(b), suspension without prior hearing may be imposed until the violation is corrected. You may also request a hearing to the Division of Environmental Health within five (5) calendar days of the date of this notice. When a hearing is requested following a suspension without prior hearing, it shall be discretionary with the Director as to whether the suspension shall be continued pending the hearing.

We look forward to working closely with you as partners in promoting health and sanitary practices on Guam. If you need further assistance, you can reach us at 735-7221 or (fax) 734-5556. Si Yu'us Ma'ase.

Sincerely,

LINDA UNPINGCO DENORCEY, MPH
 Director

Issued By: K. Duenas, EPHO III/R. Orlando, EPHO I
 Name of EPHO

Received By: Tae Hong Min
 Establishment Representative

123 CHALAN KARETA, MANGILAO, GUAM 96913-6304
 www.dphss.guam.gov • Ph: 1 671 735 7102 • Fax: 1 671 473 5910

RECEIVED
CAMACHO CALVO LAW GROUP, P.C.

Date: 4/5/19 Time: 10:14 am
 Hand Delivery Mail AM

RECEIVED *ms*
Director's Office
Division of General Administration
APR 05 2019
DPH&SS
Time: 10:10 am Locator #:

RECEIVED
APR 05 2019 *9:32am
and marie*

ACKNOWLEDGEMENT COPY
RECEIVE BY *[Signature]*
DATE 4/5/19 9:32pm
H.M

Lillian Kosaka
REVO AT CLERK...
EOD W... *M*

EXHIBIT 6

SPECS: REF: 0191730054

ACKNOWLEDGEMENT COPY
 RECEIVE BY [Signature]
 DATE 7/16/19 11:10am
 via EST Procurement
 UOM

ITEM NO.	DESCRIPTION	UOM
1.1	Nutrition Services for the comprehensive Management, Operations, and Maintenance of the Elderly Nutrition Program (ENP), Congregate Meals component.	1 Month

SCOPE OF SERVICES: PROGRAM SPECIFICATIONS

The Vendor shall ensure meals comply with the provisions of Title III C1 Congregate Meals of the Older Americans Act of 1965, as amended and the Code of Federal Regulations (45 CFR Chapter XIII, Subchapter C, Part 1321) and most recent Dietary Guidelines for Americans published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture and shall furnish a minimum of 33 and 1/3 percent of the current daily Recommended Dietary Allowance (RDA), as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences. *All sections throughout this Emergency Procurement shall be modified in writing at any time due to changes in Federal statutes or regulations, a material change in local law, organization, or policy.*

The estimated range of meals served per day is seven hundred (700) to eight hundred (800) meals. For this emergency procurement, meals served per day are not expected to exceed seven hundred eighty (780) meals. Note: On exceptional days, the minimum quantity of meals served per day will not be met on the dates identified by the Department of Public Health and Social Services, not to exceed five (5) days.

MEAL ORDERS AND ADJUSTMENTS. The Vendor shall receive meal orders of eligible clients from the DPH&SS, DSC contracted service providers for the Adult Day Care (ADC) and Senior Center Operations (SCO) programs. Meal orders shall be communicated to the ENP Vendor by the ADC and SCO service providers by 1:00 p.m. for the next service day. Adjustments to the meal orders due to an increase or decrease of eligible clients shall be coordinated between the ADC and SCO service providers and the ENP Vendor no later than 9:30 a.m. on the scheduled day of meal service.

The meal pattern below is a requirement of the ENP, which meals shall be based upon:

a.	Meat/Poultry/Seafood	3oz. edible portion exclusive of skin, fat and bones (after cooking); or 5 oz. which includes 3 oz. edible portion, exclusive of skin, fat and bones (after cooking) plus at least 2 oz. of casserole or mixture.
b.	Vegetable/Salad	1/2 cup cooked and unbuttered as a separate item; or 1 cup raw salad (e.g., cucumber or cabbage) with dressing.
c.	Rice/Bread/Mashed Potatoes	1 cup rice; or 1 serving enriched bread or dinner roll; or 1 cup mashed potatoes with gravy.
d.	Margarine/Butter	1 tsp. when bread or dinner roll is served.
e.	Milk	1/2 pint low fat or skim.
f.	Fruits	1/2 cup without syrup; or 1 whole fruit.
g.	Condiments	Individually packed salt and black pepper packets.

PROGRAM INTENT. To provide hot, nutritious meals that meet the minimum of 33 and 1/3 percent of the current daily Recommended Dietary Allowances (RDA) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences to eligible individuals, in a congregate setting.

Nutrition Services are provided to individuals age (60) years or older at designated congregate sites as authorized by CMS or determined by SCO to be eligible:

1. Entry Point. The CMS and SCO are entry points for eligible individuals for Nutrition Services in a congregate setting. The eligible individual shall be sixty (60) years or older and attending congregate sites for the ENP, as designated by the DPH&SS, DSC.

2. The CMS and SCO shall coordinate with the Elderly Nutrition Program (ENP) Vendor for effective and efficient delivery of congregate meals to eligible clients at designated congregate sites.
3. The DPH&SS, DSC reserves the option to provide Nutrition Services to the underage spouse of the eligible client, to volunteers working at the designated congregate sites and to individuals who have a disability who meet Federal criteria.
4. The DPH&SS, DSC reserves the option of expanding Nutrition Services to include breakfast and/or dinner service and may be further expanded to provide weekend and/or holiday meal service.

1.0 ELEMENTS OF ELDERLY NUTRITION PROGRAM CONGREGATE MEALS COMPONENT

- 1.1 **NUMBER OF CLIENTS TO BE SERVED.** Approximately seven hundred and eighty (780) eligible individuals in congregate settings.
 - a. **SENIOR CITIZENS CENTERS.** Currently, the twelve (12) Senior Citizens Centers are as follows: Agana Heights, Agat, Astumbo, Dededo, Inarajan, Mangilao, Merizo, Santa Rita, Sinajana, Tamuning, Yigo, and Yona/Tulofoto.
 - b. **ADULT DAY CARE CENTERS.** The three (3) designated Adult Day Care Centers are located as follows: (1) Adult Day Care Macheche located at 108 East Corenoso Street, Dededo, Guam 96929 and (2) Adult Day Care Dededo located at 220 Chalan Despacio Street Wusstig Road, Dededo, Guam 96929 and (3) Adult Day Care South located at 193 As-Abman Drive, Inarajan, Guam 96915.
- 1.2 **NUTRITION SERVICES.** Elderly Nutrition Program services shall be provided to eligible individuals in approved DPH&SS, DSC designated congregate sites Monday through Friday. However, upon the Vendor being notified and authorized as funds are appropriated, allocated, and allotted by the DPH&SS, DSC, Nutrition Services may include breakfast and/or dinner service and may be further expanded to provide weekend and/or holiday meal service. Elderly Nutrition Services shall occur no later than two (2) working days after receipt of Intake, Profile and Referral Form and Determine Your Nutritional Health Form from the CMS or SCO or service provider.

2.0 CLIENT REGISTRATION AND MAINTENANCE

- 2.1 **REGISTERED CLIENT.** For the purposes of the ENP, a client who receives a congregate meal within the reporting fiscal year (October 1 through September 30) is counted as a registered client. The Vendor shall be responsible for registering clients and tracking deceased clients within the reporting fiscal year.
- 2.2 **INTAKE, PROFILE AND REFERRAL FORM.** The Vendor shall use the Intake, Profile and Referral (IPR) Form to refer eligible individuals to other Title III Aging Services.
- 2.3 **MULTI-DISCIPLINARY TEAM MEETING.** The Vendor, at the request of other agencies providing services to their ENP C1 clients, shall attend such meetings to assist in the coordination of services. In addition, the Vendor may request CMS or SCO to activate a Multi-Disciplinary Team to address multifaceted service issues concerning authorized clients of ENP C1.
- 2.4 **AWARENESS OF ELDER CONCERNS.** The Vendor shall address problems and concerns of ENP C1 clients and submit them to the DPH&SS, DSC as

part of the Monthly Program Reports. A record book of problems and concerns addressed or being addressed by the Vendor shall be maintained and made available upon request by the DPH&SS, DSC for review, monitoring and other program and administrative purposes.

3.0 PRIORITIZATION OF SERVICES

- 3.1 Guam State Office on Aging (SOA) (DPH&SS, DSC) recognizes the unique situation in which the demand for services may outweigh the available resources; therefore, the following scale shall be used as a guideline to prioritize the provision of services to those in greatest socio-economic need, as necessary and directed by the Guam SOA. The scale will be based on a point system in three (3) focal areas, the older individual's: (1) mobility, (2) degree of existing support system, and (3) housing condition.

Greatest priority will be given to older individuals in descending order, with nine (9) being the highest possible points garnered translating to the older individual in greatest socio-economic need.

Point System	Mobility	Support System	Housing Condition
1	Cans or Walker	Support available; but not living in same household	Full concrete structure
2	Wheel chair users	Minimal support; but not regularly available	Semi- concrete structure
3	Homebound and bedridden	No support system in place	Tin and wood structure

- 3.2 Based on the need to activate this provision, the number of persons to be served will be determined by the existing conditions at the time of implementation. In the event that the number of available slots is not sufficient to provide services to the number of persons determined, to be at-risk and in need of services, the number of Activities of Daily Living (ADL) impairments will be applied to this distinct group as an additional determining factor for services.

Impairments in Activities of Daily Living (ADL) – The inability to perform one or more of the following six activities of daily living without personal assistance, stand-by assistance, supervision or cues: <i>eating, dressing, bathing, toileting, transferring in and out of bed/chair, and walking.</i>	
Point System	1 point will be added to clients with 1-2 ADL impairments.
	2 points will be added to clients with 3-4 ADL impairments.
	3 points will be added to clients with 5-6 ADL impairments.

- 3.3 Another determining factor in this point system may include whether the older individual is responsible for the care of a dependent. Clients will be given an additional one (1) point if they are also caregivers. Any application of a scale of similar or like form is permissible provided prior authorization is granted by the Guam SOA. (Re: Excerpt from 2016-2019, Guam's State Plan on Aging, pages 16-17)
- 3.4 After applying the Prioritization of Services and the demand for services still outweigh the available resources the Vendor shall advise the Guam SOA who will provide additional guidance and direction to the Vendor as to other variables and/or conditions to assess to reduce the demand to meet the available resources.

- 3.5 When the Vendor receives notification from the Guam SOA to activate the application of the Prioritization of Services point system, the entire list of eligible clients shall be ranked. The entire list is defined as all who are receiving services, those on a partial or wait list, as well as new referrals.

4.0 ELEMENTS OF ENP OPERATIONS CONGREGATE MEALS

- 4.1 **OFFICE HOURS.** The Vendor shall maintain office hours for the Elderly Nutrition Program from 8:00 a.m. to 5:00 p.m., Monday through Friday except on the following observed holiday: May 27, 2019 Memorial Day.
- 4.2 **MEAL SERVICE HOURS.** The Vendor shall deliver congregate meals no earlier than 11:00 a.m. and no later than 12:30 p.m., Monday through Friday, except on the holiday identified on 4.0, 4.1 in compliance with the Health and Welfare benefits as provided by the U.S. Department of Labor provisions for Guam. The DPH&SS, DSC reserves the option to expand meal services, which may include additional service times, as funding becomes available. The Vendor must notify ADC and SCO service providers and the DPH&SS, DSC when meals are being delivered late, cause of the late delivery and is subject to approval by DPH&SS, DSC. No meals shall be delivered after 2:30 p.m. unless authorized by DPH&SS, DSC.
- 4.3 **OPERATIONAL REQUIREMENTS.** The Vendor shall provide the personnel, equipment and supplies to provide ENP nutrition services.
- 4.4 **FOOD SAFETY AND SANITATION.** The Vendor shall comply with all governing statutes and rules and regulations of the Guam Department of Public Health and Social Services and other federal and local regulatory agencies for the requirements on, but not limited to, food and safety and sanitation.
- 4.5 **PREPARATION OF MEALS.** The Vendor shall have the ability to prepare estimated range of seven hundred (700) to eight hundred (800) hot nutritious meals per service day in a central kitchen and to deliver them to designated congregate sites.
- a. In purchasing food, preparing and delivering meals in the performance of this program, the Vendor shall follow appropriate procedures to preserve the nutritional value and food safety of the meals provided. It is encouraged for the Vendor to "Buy Local" for this nutrition program.
 - b. Meals shall be prepared no earlier than four (4) hours prior to their delivery to the designated congregate sites.
 - c. Meals shall be low in saturated fat, sodium and cholesterol and prepared in a manner acceptable for persons with diabetes or hypertension. Monosodium Glutamate (MSG) shall not be used.
 - d. Meat, fish and poultry shall be tender and easy to chew. For the authorized clients who cannot consume solid foods, mechanical meals (chopped) or pureed meals (blenderized) shall be provided upon the request of the client or as indicated by the CMS or SCO programs and is considered special meals.
 - c. There shall be no serving of fried foods and Basa Fish.
- 4.6 **MEAL PATTERN.** The Vendor shall ensure meals comply with the provisions of Title III C1 Congregate Meals of the Older Americans Act of 1965, as amended and the Code of Federal Regulations (45 CFR Chapter XIII, Subchapter C, Part 1321) and most recent Dietary Guidelines for Americans published by the Secretaries of the Department of Health and

Human Services and the United States Department of Agriculture and shall furnish a minimum of 33 and 1/3 percent of the current daily Recommended Dietary Allowance (RDA), as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences.

Meals must conform to the following pattern:

a.	Meat/Poultry/Seafood	3 oz. edible portion, exclusive of skin, fat and bones (after cooking); or 5 oz. which includes 3 oz. edible portion, exclusive of skin, fat and bones (after cooking) plus at least 2 oz. of casserole or mixture.
b.	Vegetable/Salad	½ cup cooked, unbuttered, as a separate item; or 1 cup raw salad (e.g., cucumber or cabbage) with dressing.
c.	Rice/Bread/Mashed Potatoes	1 cup rice; or 1 serving enriched bread or dinner roll; or 1 cup mashed potatoes with gravy.
d.	Margarine/Butter	1 tsp. when bread or dinner roll is served.
e.	Milk	½ pint low fat or skim.
f.	Fruits	½ cup without syrup; or 1 whole fruit.
g.	Condiments	Individually packed salt and black pepper packets.

4.7 **MENU PREPARATION.** The Vendor shall ensure menus are prepared for cycles of four (4) weeks and changed monthly. Menus shall be typed legibly in size 12 font and be submitted by the Vendor to the DPH&SS, DSC, no more than thirty (30) working days prior to their implementation.

- a. Menus shall only be provided for this emergency procurement period.
- b. **Menu Meal Variety.** The Vendor shall ensure there is a variety of menu meal items on the Monthly Menu to be submitted to the DPH&SS, DSC. The Vendor shall ensure that no more than two of the same menu items shall be served within two consecutive weeks.
- c. **Meal Substitutions.** There shall be no meal substitutions unless the Vendor provides documentation from the Vendor's supplier(s) stating on supplier's letterhead: Date of Order, Date Vendor's supplier notified Vendor of supplier's inability to provide the food item. Additionally, it is the responsibility of the Vendor to provide this written documentation of the Vendor's efforts to obtain food item(s) from other suppliers.
- d. **Menus and meals substitutions which includes Emergency Dry Goods** as authorized shall be approved by a Licensed Dietitian (LD) or Licensed Nutritionist (LN) prior to their submittal to the DPH&SS, DSC. The signature of the LD or LN and date of their approval shall appear on the menus. The DPH&SS, DSC, shall require changes, as necessary, with respect to the appropriateness of the menus.

4.8 **MONTHLY MEAL MENU DISTRIBUTION.** The Vendor shall distribute approved Monthly Meal Menus to the ADC Centers, SCO and CMS service providers. Any changes to the menu shall be communicated in writing by the Vendor to the ADC, CMS, SCO and the DPH&SS, DSC no later than the day prior to the change.

4.9 **REQUESTS FOR SPECIAL MEALS.** The Vendor shall provide special meals, where feasible, reasonable and appropriate, to meet the particular dietary needs arising from the health or religious requirements of eligible clients; however, special meals do not include liquid supplement. The ADC, CMS

and SCO Program Managers shall coordinate with the Vendor for the provision of special meals which shall be supported in the following manner:

- a. A senior requesting a special meal for health related reasons shall provide a signed statement from their physician or licensed nutritionist stating the medical necessity for special meals and the types of foods the clients can or cannot consume.
 - b. A senior requesting a special meal for religious reasons shall provide a signed statement from their priest, rabbi, pastor, etc. attesting to the dietary requirements of their faith that meet the 33 and 1/3 percent of the current daily RDA.
 - c. Vegetarian meals shall meet the most current RDA, the nutritional needs of the senior client, shall be based on careful diet planning by a registered dietitian or nutritionist based on food servings delineated in the Food Guide Pyramid and shall be approved by a physician.
 - d. The ADC, CMS or SCO service provider shall provide the Vendor with copies of supporting documentation for each special menu request which the Vendor shall maintain in the client's file.
- 4.10 **EMERGENCY MENUS.** The Vendor's Emergency Management Plan shall be submitted to the DPH&SS, DSC for review and approval by DPH&SS, DSC within five (5) calendar days upon award of this emergency procurement or as specified by the DPH&SS, DSC. The plan shall include the submission of proposed emergency menus for the provision of dry goods as approved by the LD or LN for a period of three (3) days. Further, the plan shall also include that the provision of meals, as practicable, or dry goods to clients be for a period of one (1) day to three (3) days during periods of officially declared emergencies or in preparation to local efforts in response to impending or actual disasters. Dry Goods shall be in pull-tab form to make it easy for clients to open. The Government reserves the option to notify the Vendor to serve meals earlier for Disaster Preparedness Planning efforts.
- 4.11 **PACKAGING OF MEALS.** Congregate Meals shall be delivered and served in pre-packaged form, which are compartmentalized sealed containers. These sealed containers shall be sanitary, convenient, and able to maintain proper food temperature and should be clearly labeled identifying Vendor, their telephone number, the preparation date, funding source: DPH&SS, DSC, Title III C1, Older Americans Act, and the following statement: Compliments, Concerns, and Complaints, to include the delivery of meals earlier than 11:00 a.m. and later than 12:30 p.m., must be reported to the Vendor.
- a. Hot food containers shall be firm, compartmentalized with each section sealed and deep enough to prevent the mixing of one type of food with another; sealed so that heat is retained and dust or foreign matter cannot enter; impermeable so that liquid does not soak through; disposable; easy to open; and made to be stacked for storing and carrying.
 - b. Dinnerware shall consist of three section heavy duty plates, heavy duty cups, as applicable; heavy duty forks, knives, spoons; and cups and bowls with fitted lids for soups, salads and fruit.
 - c. The Vendor shall ensure that breads, vegetables/salads, fruits, milk, and condiments are packed in compliance with health and sanitation laws.
 - d. The Vendor shall ensure cold foods are packed separately from hot foods.

- e. The Vendor shall ensure that appropriate food containers and utensils for clients with disabilities are available to those clients recommended by ADC, CMS and SCO.
- 4.12 **FOOD TEMPERATURE.** The Vendor shall ensure hot foods are maintained at or above 140 degrees Fahrenheit and cold foods shall be maintained at or below 40 degrees Fahrenheit, upon arrival at the designated congregate sites.
- 4.13 **DELIVERY OF MEALS.** The Vendor shall ensure all meals are complete with meal order, properly packaged, labeled and ready for delivery to designated congregate sites prior to leaving the central kitchen. The Vendor shall ensure meals be delivered no earlier than 11:00 a.m. and no later than 12:30 p.m., Monday through Friday, except on holidays observed by the Government of Guam, or unless otherwise approved by the DPH&SS, DSC, to the designated congregate settings.
- a. **MEAL ORDERS AND ADJUSTMENTS.** The ADC and SCO service providers shall ensure meals are ordered with the ENP Vendor for the number of eligible clients. Meal orders shall be communicated to the ENP Vendor by the ADC or SCO service provider by 1:00 p.m. for the next service day. Reasonable adjustments to the meal orders due to an increase or decrease of eligible clients shall be coordinated between ADC or SCO service provider and the ENP Vendor no later than 9:30 a.m. on the scheduled day of meal service delivery.
- b. There are currently fifteen (15) designated congregate sites which are as follows:
- (1) Adult Day Care – Macheche
 - (2) Adult Day Care Center Dededo – Dementia specific day care
 - (3) Adult Day Care South
 - (4) Agana Heights Senior Citizens' Center
 - (5) Agat Senior Citizens' Center
 - (6) Astumbo Senior Citizens' Center
 - (7) Dededo Senior Citizens' Center
 - (8) Inarajan Senior Citizens' Center
 - (9) Mangilao Senior Citizens' Center
 - (10) Merizo Senior Citizens' Center
 - (11) Santa Rita Senior Citizens' Center
 - (12) Sinajana Senior Citizens' Center
 - (13) Tamuning Senior Citizens' Center
 - (14) Yigo Senior Citizens' Center
 - (15) Yona/Talofoso Senior Citizens' Center
 - (16) Other sites as designated by the DPH&SS, DSC
- c. The Vendor shall ensure vehicles used in the delivery of meals are in compliance with the Guam Department of Public Health and Social Services (DPH&SS) Rules and Regulations Governing Eating and Drinking Establishments.
- 4.14 **SPECIAL ACTIVITIES AND FUNCTIONS.** Special activities and functions requiring meal accommodations are to be requested in writing between the ADC or SCO service provider and the Vendor within ten (10) working days prior to the event. The Vendor shall indicate on the written request if the meal accommodations can be met or their recommended action, as follows:
- a. **RELOCATION OF MEALS DELIVERY.** Requests for the delivery of meals to locations other than the designated congregate sites shall be coordinated between ADC or SCO service provider with the ENP Vendor. The ADC or SCO shall notify the ENP Vendor of the actual

number of eligible clients attending the special activity or function and those remaining at the congregate sites. The Vendor shall deliver meals to the congregate sites that remain open for clients not attending the special activity or function and to the congregate setting where the activity or function takes place.

- b. **MENU CHANGES.** Requests for menu changes shall be submitted by ADC and/or SCO service provider in writing to the Vendor.
 - c. **BULK SERVING.** Requests for bulk servings having no menu changes shall be coordinated between the ADC and/or SCO service provider and the Vendor.
 - d. **OTHER ACCOMMODATIONS.** In cases where special activities and functions shall not require the delivery of meals because other arrangements have been made, the coordinating service provider, such as the ADC or SCO, shall inform the DPH&SS, DSC and Vendor in writing stating the nature of the arrangements for meals and that the meals are in compliance with the 33 and 1/3 Recommended Dietary Allowance (RDA).
 - e. Any agency, service provider or entity sponsoring a special activity, including Senior Citizens' Month activities, that have been approved by the DPH&SS, DSC, shall coordinate with the Vendor for meal service.
 - f. The Vendor shall submit the total meal count identifying special meal recipients, volunteers, family members, staff and other guests attending the activities. Guests and family members under age sixty (60) and otherwise not eligible for meal service, shall be the responsibility of the sponsoring agency, service provider or entity.
- 4.15 **MEAL COMPLAINTS.** The Vendor shall immediately report complaints regarding meals to the DPH&SS, DSC program coordinator assigned to oversee this program, as follows:
- a. Meals not delivered within the designated delivery times.
 - b. Meals that exclude certain items or do not meet specified portions.
 - c. Meals appearing disarrayed, spoiled, contaminated or otherwise undrinkable or inedible.
 - d. Any meal determined spoiled or contaminated shall be reported immediately to the DPH&SS, DSC and also reported in the Problems and Concerns and Proposed Solutions section of the Monthly Program Reports submitted to the DPH&SS, DSC.
- 4.16 **INSPECTION REPORTS.** The Vendor shall submit a copy of all inspection reports received from government agencies inclusive of Food Service Establishment Inspection Reports. The inspection reports shall be provided to the DPH&SS, DSC within thirty (30) minutes upon receipt of the inspection report being issued to the Vendor. The Vendor shall call the DPH&SS, DSC to notify DSC of the forthcoming inspection report and the letter grade issued. A copy of all Food Service Establishment Inspection Reports received from the Division of Environmental Health, Department of Public Health and Social Services shall also be submitted to the President of the Elderly Nutrition Program Council no later than 10:00 a.m., the next working day following the inspection.
- 4.17 **CLIENT FILES.** All client files shall remain confidential. The Vendor shall maintain and update individual ENP client files which shall be retained

for a period of this emergency procurement and shall include the ENP client's initial referral from the CMS or SCO for services with accompanying Intake, Profile and Referral Form and subsequent updates; Determine Your Nutritional Health (DYNH) assessment checklist and updates; Nutrition Services Service Plan (Special Meal Requirements), as applicable; Signed statement from their priest, rabbi, pastor, physician or licensed nutritionist as to what foods the client can or cannot consume; Current map to client's residence; Reports of accidents/incidents involving ENP clients and/or ENP Program staff, as applicable; and other documents as deemed necessary by the DPH&SS, DSC.

The Vendor shall ensure individual client files are maintained and updated regularly with client documents filed within three (3) work days. Each Client File has a typed label identifying each client's file by their name in the following format: last name, first name and middle name, i.e. DOE, John Guam. Client files shall be maintained under lock and key by the Vendor.

- 4.18 **STANDARD OPERATING PROCEDURES.** The Vendor shall ensure Standard Operating Procedures, inclusive of an Emergency Management Plan is submitted to the DPH&SS, DSC for review and approval within five (5) calendar days upon award of this emergency procurement or as specified by the DPH&SS, DSC.
- 4.19 **EMERGENCY MANAGEMENT PLAN.** In an effort to protect the health, safety and welfare of clients, staff and volunteers, the Vendor shall visibly post emergency telephone numbers and the established emergency procedures, as applicable. The Vendor shall provide training to staff on procedures to be followed in the event of a:
- a. fire/earthquake, to include a drill in which all staff members shall participate, with an evacuation plan visibly posted;
 - b. medical emergency, to include food poisoning situations;
 - c. physical threat, to include bodily harm situations;
 - d. severe weather or a natural disaster; and
 - e. power/water outages, etc.
- 4.20 The Vendor shall ensure the Emergency Management Plan include contingency plans to address manmade and natural disasters. The Vendor must have adequate storage and power back-up facilities, i.e. standby generator to ensure continuation to prepare meals for this food service program.
- 4.21 The Vendor shall conduct monthly drills with staff in response to a fire, earthquake, health emergencies, medical emergencies, physical threat, vehicle accidents and power and/or water outages.

5.0 ELEMENTS OF STAFFING REQUIREMENTS, CERTIFICATION AND TRAINING

- 5.1 The Vendor shall ensure staff employed for the administration and operations of the ENP are qualified to execute their respective duties and responsibilities. Upon the awarding of the ENP, the Vendor shall provide DPH&SS, DSC with written Position Description for each position involved in the direct delivery of ENP Congregate Meals service.
- 5.2 The Vendor shall ensure the following requirements be met by all staff prior to employment and be current, not expired or outdated, while

employed with the ENP. Tuberculosis (TB) Clearance to be renewed annually; Original Police, Court, and Traffic Clearances updated every three (3) years; Original Police, Court, and Traffic Clearances for new staff shall be dated no earlier than ninety (90) days prior to employment; Possess a High School Diploma or completion of a General Educational Development (GED) Test from a recognized institution, or successful completion of a certification program from a recognized accredited or certified vocational technical institution, in a specialized field required for the job; Annual Orientation to Title III programs and the Bureau of Adult Protective Services presented by the DPH&SS, DSC staff shall be met within the first month for new staff within thirty (30) days of employment; Current Health Certificates, which must be on the person, as required by the Division of Environmental Health, DPH&SS; and Annual completion of fire extinguisher and basic fire awareness training.

- 5.3 The Vendor shall maintain and update individual staff files of each ENP employee in its central office. The staff files shall include; current Tuberculosis (TB) clearance to be renewed annually; original Police, Court and Traffic Clearances updated every three (3) years; original Police, Court and Traffic Clearances for new staff which shall be dated no earlier than ninety (90) days prior to employment; High School Diploma or General Educational Development (GED) Test from a recognized institution, or successful completion of a certification program from a recognized accredited or certified vocational technical institution, in a specialized field required for the job; Documentation of attendance at Annual Orientation to Title III programs and the Bureau of Adult Protective Services by DPH&SS, DSC staff; Documentation of continuing education, certifications, training and workshops; copy of prior and current Health Certificates while employed with the ENP; Acknowledgement of completion of fire extinguisher and basic fire awareness training, as applicable; Acknowledgement receipt of the Bureau of Adult Protective Services Mandate, Public Law 31-278; Acknowledgement of Vendor's Drug and Smoke-Free Workplace Policy; Acknowledgement of Vendor's Equal Employment Opportunity Policy; Acknowledgement of Vendor's Standard Operating Procedures that includes Emergency Management Plan; Completed Employment Application; Position Description; and Reports of accidents and/or incidents involving ENP staff affecting the care of clients or operation of the program and actions taken towards resolution.

6.0 ELEMENTS OF STAFFING QUALIFICATIONS AND RESPONSIBILITIES

- 6.1 The Vendor shall submit an Organizational Chart illustrating the placement of the ENP with relationship to all other programs and businesses under Vendor's organization.
- 6.2 The Vendor shall submit a Staffing Pattern and Position Description of all positions for the ENP. The Position Description shall contain minimum qualifications, abilities and responsibilities of persons assigned to provide the required services. All employed staff shall meet the minimum requirements set forth in their respective position description.
- 6.3 The Vendor shall not employ an individual for the ENP Congregate Meal service if: He/she has been convicted of a felony within seven (7) years prior to the date of his/her initial employment with this program; or He/she has been convicted of a drug or alcohol offense.
- 6.4 The Vendor shall ensure ENP staff, with the exception of the Executive or Program Director, Program Manager, and Licensed Dietitian (LD) or Licensed Nutritionist (LN), possess a High School Diploma or completion of a General Educational Development (GED) Test from a recognized institution, or successful completion of a certification program from a

recognized accredited or certified vocational technical institution, in a specialized field required for the job. The Vendor has the option to retain ENP staff, with exception to those positions listed above or as otherwise specified in this emergency procurement, who have been employed with the ENP for the past five (5) years without incident and who do not possess a High School Diploma or completion of a General Educational Development (GED) Test from a recognized institution, or successful completion of a certification program from a recognized accredited or certified vocational technical institution, in a specialized field required for the job.

- 6.5 The Vendor shall ensure all services and activities provided by the ENP are performed in a professional, courteous, safe, and caring manner. Staff shall be sensitive, patient, and understanding in providing services to clients.
- 6.6 The Vendor shall provide a resume of the Executive or Program Director with at least five (5) years of experience in food service management who will be responsible for the overall management of the Elderly Nutrition Program and shall possess the experience, knowledge, and skills to accomplish the objectives of this emergency procurement. Within five (5) calendar days of official notification of award of this emergency procurement or as specified by the DPH&SS, DSC, Vendor must submit the name and copy of ServSafe Food Protection Manager's Certification or evidence of scheduled training from the Guam Community College (GCC).
- a. Maintaining current ServSafe Food Protection Manager Certification.
 - b. Planning and development in the delivery of program services.
 - c. Evaluation of program services and standards of operations.
 - d. Resource development and grant writing activities.
 - e. Fiscal management and budgeting.
 - f. Community and advisory group collaboration and relations.
 - g. Personnel management, training, and staff development.
 - h. Contractual compliance ensuring the efficiency, effectiveness and accountability of the Elderly Nutrition Program.
 - i. Shall not hold an executive position within the organization's board, as practicable.
- 6.7 The Vendor shall provide a resume of the Program Manager with at least three (3) years of experience in the food service industry; maintains a current ServSafe Food Protection Manager's Certification; and will ensure the daily operations of the nutrition program is performed in accordance with the agreed upon scope of services for this emergency procurement. Within five (5) calendar days of official notification of award of this emergency procurement or as specified by the DPH&SS, DSC, Vendor must submit the name and copy of ServSafe Food Protection Manager's Certification or evidence of scheduled training from the Guam Community College (GCC).
- a. Maintaining current ServSafe Food Protection Manager Certification.
 - b. Ability in accessing and developing resources and services responsive to the needs of the target population to be served.
 - c. Ability in refining and improving operations, work processes and quality of services responsive to the needs of the target population to be served.

- d. Ability to train and supervise, and develop the capacity of program staff and volunteers.
 - e. Ability to evaluate staff and the program for effectiveness, efficiency and accountability and ensure compliance with the scope of services of this Bid.
 - f. Ensure referrals are initiated with the appropriate Service Providers for clients requiring additional services.
 - g. Ability to maintain complete and accurate records and prepare reports in compliance with the ENP's reporting requirements or as required through direction from the DPH&SS, DSC.
- 6.8 The Vendor shall have access to services of a Guam Licensed Dietitian (LD) or Guam Licensed Nutritionist (LN), as needed, in order to comply with the Dietary Guidelines for Americans published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture. Within five (5) calendar days of official notification of the award of this emergency procurement or as specified by the DPH&SS, DSC, the Vendor shall submit the name and provide a copy of the license of the LD or LN (Ref. P. L. 25-192, Title 10 GCA, Chapter 12, Article 21, Part 2).
- 6.9 The Vendor shall ensure the ENP LD or LN is knowledgeable and capable of performing the following:
- a. Provide technical assistance, as required by the Vendor, to areas relating to food service for the ENP including food service equipment, purchases, recipes, portion control, food cost controls, food packaging, food delivery systems, and hygienic food service techniques for the handling and preparing of food.
 - b. The LD or LN shall, on a monthly basis, select and review ten (10) packaged meals prior to delivery to ensure specifications and requirements of the ENP are met. The Vendor shall submit the report documenting the findings and recommendations to address deficiencies identified in the review conducted by the LD or LN. The report shall include aerial colored photos of the 10 packaged meals inspected and be labeled to indicate the type of meal selected, reviewed and inspected.
- At a minimum, the 10 packaged meals for selection and review should include each one (1) of the following: Regular Meal, Mechanical (Chopped), Pureed (Blenderized), Health (Vegetarian), and Health (Non-Vegetarian). The Vendor shall submit the report containing the signature and date of the LD or LN to the DPH&SS, DSC within five (5) working days after each review.
- c. Shall attend and be present to hear and address all meal concerns and/or complaints brought forth at the Elderly Nutrition Program Council meetings and offer nutritional advice and guidance.
- 6.10 The Vendor shall ensure that at least one (1) staff who possesses a current ServSafe Food Protection Manager's Certification is on duty throughout the operations of the ENP. Within five (5) calendar days of official notification of award of this emergency procurement or as specified by the DPH&SS, DSC, Vendor must submit the name(s) and copy(ies) of ServSafe Food Protection Manager's Certification or evidence of scheduled training from the Guam Community College (GCC).

- 6.11 The Vendor shall ensure all ENP delivery staff is properly licensed by the Department of Motor Vehicle, Government of Guam.
- 6.12 The Vendor shall ensure the ENP Delivery staff are knowledgeable and capable of performing the following:
- a. Upon arrival at the congregate site, the ENP delivery staff and the ADC or SCO service provider staff shall verify the number of meals delivered and both shall sign the meal delivery form.
 - b. The ENP delivery staff shall report immediately to the ENP Program Manager once he/she encounters a missing item, spoiled, or incomplete portion of the meals delivered, for immediate replacement, if possible. The ENP Program Manager shall report the matter to the DPH&SS, DSC program staff on the same day.
 - c. The ENP delivery staff shall ensure all meal deliveries are in order before leaving the congregate site and shall receive the order for the next service day for submission to the Vendor from the ADC and SCO service provider staff.
 - d. Upon returning to the office, the ENP delivery staff shall report to the ENP Program Manager significant abuse of the Elderly Nutrition Program who in turn will notify the DPH&SS, DSC.

7.0 ADMINISTRATIVE REQUIREMENTS

- 7.1 **REQUESTS FOR INFORMATION.** Requests for Information by the DPH&SS, DSC shall be acted upon in a professional manner and submitted to the DPH&SS, DSC within five (5) working days unless otherwise specified in the request. Corrections to information requested shall be submitted as specified by the DPH&SS, DSC.
- 7.2 **IMPROPER ACTIVITIES OF ENP STAFF.** The Vendor shall report in writing to the DPH&SS, DSC within two (2) working days of learning of alleged acts of malfeasance, including embezzlement by their employees which affects the ENP. The Vendor shall file a report with the appropriate authorities and a copy shall be provided to DPH&SS, DSC.
- 7.3 **COMPLAINTS, PROBLEMS, AND CONCERNS.** The Vendor shall attempt to remedy non-urgent complaints, problems and concerns of clients with other service providers, vendors or health and human service agencies prior to reporting the matter to the DPH&SS, DSC. Complaints and concerns that cannot be resolved to the mutual satisfaction of all parties shall be reported in writing to the DPH&SS, DSC for assistance and guidance. Urgent complaints, problems, and concerns requiring immediate attention shall be reported to the DPH&SS, DSC as soon as possible with written communications to be submitted by 10:00 a.m. the next business day or as determined by the DPH&SS, DSC upon being notified. This shall include complaints filed against the Vendor with local or Federal agencies by clients or staff. Written notices for information or corrective action, issued by the DPH&SS, DSC, to the Vendor, shall be acted upon within five (5) working days upon receipt of notification or as specified by the DPH&SS, DSC.
- 7.4 **ACCIDENTS AND INCIDENTS.** The Vendor shall ensure all accidents and incidents involving injury to individuals and/or damage to property are verbally reported to the DPH&SS, DSC as soon as possible with written report submitted the following working day if it is not practicable to submit the report of the accident and/or incident the same day it occurred. A copy of reports, i.e., GPD, GFD, GMH, Mayor, etc., issued regarding the accident and/or incident shall be submitted to the DPH&SS, DSC no

later than the next working day following its receipt by the Vendor. Acts of vandalism to any vehicle or facility used in the ENP shall be reported to the DPH&SS, DSC in the same manner.

- 7.5 **STAFF IDENTIFICATION.** The Vendor shall issue each staff a numbered photo identification card that shall be worn in clear view while on duty.
- 7.6 **PROPER HYGIENE AND DRESS CODE.** The Vendor shall ensure all staff practice good hygiene and maintain a professional appearance. They are required to be neat, clean, and well-groomed and are expected to serve as role models in the upkeep of one's personal hygiene. The staff shall wear clothing that is professional in appearance. Staff providing direct services to clients shall wear closed-toed shoes for safety. The staff who perform custodial or maintenance work are allowed to wear denim pants. All other staffs are to dress professionally.
- 7.7 **MANAGEMENT PERSONNEL.** Management personnel shall be knowledgeable of the provisions of the Vendor's Agreement with the DPH&SS, DSC and be provided copies of the Agreement and approved purchase order. The absence of the ENP Executive or Program Director, Program Manager or other key personnel for more than three (3) consecutive days shall be reported in writing to the DPH&SS, DSC naming the person(s) authorized to act on their behalf and the expected duration of the appointment.
- 7.8 **PROGRAM REPORTING REQUIREMENTS.** Monthly Reports with transmittal page signed by the Program Director and Program Manager shall be complete, accurate, and received by the DPH&SS, DSC in the format provided no later than ten (10) working days after the end of the month shall include:
- a. Monthly Program Report (Transmittal) Form
 - b. Invoice Form
 - c. Monthly Meal Record and Meal Breakdown Form
 - d. Accounts Receivable Activity Report Form
 - e. Program Income Report Form
 - f. Program Income Expenditure Report Form
 - g. Monthly Statistical Report Form
 - h. Monthly Program Summary Form
 - i. Release of Claims Statement Form- shall be submitted at the end of the emergency procurement period.
 - j. Intake Profile and Referral Form
 - k. Intake, Profile and Referral Record Change and Service Update Form
 - l. Determine Your Nutritional Health Form
- 7.9 **MONTHLY PROGRAM REPORT.** The DPH&SS, DSC shall provide the Vendor with the Program Reporting Forms. The Vendor shall ensure all monthly fiscal program reporting requirements be prepared utilizing the Microsoft Office Excel software unless otherwise agreed upon and approved by the DPH&SS, DSC.

8.0 PROGRAM MONIES

- 8.1 **SERVICE CONTRIBUTIONS.** The Vendor shall comply with the provisions of the Older Americans Act of 1965, as amended, and provide each eligible individual with an opportunity to voluntarily contribute to the cost of the ENP, a service contribution as defined in 45 CFR Part 1321.67 (Service Contribution). The Vendor shall in keeping with 45 CFR Part 1321.67 clearly inform each eligible individual that there is no obligation to contribute and that the contribution is purely voluntary; protect the privacy and confidentiality of each eligible individual with respect to the ENP eligible individual's contribution or lack of contribution; and use all collected contributions to expand the service for which the contributions were given. No eligible individual shall be denied a service because the eligible individual will not or cannot contribute to the cost of the service. This information shall be reported in the Program Income and Program Income Expenditure Reports submitted monthly to the DPH&SS, DSC.
- 8.2 **PROGRAM INCOME.** The Vendor shall safeguard Program Income generated in support of the ENP, accounting for all funds in keeping with OMB Circular A-87 and 45 CFR Part 92.25 and 45 CFR Part 1321.67. The Vendor shall establish as part of their Standard Operating Procedures written procedures that safeguard and account for all contributions, donations and fundraising activities in support of the program. All income received and spent shall be reported in the Program Income and Program Income Expenditure Reports submitted monthly to the DPH&SS, DSC.
- 8.3 **UNEXPENDED SERVICE CONTRIBUTIONS AND PROGRAM INCOME.** Service Contributions and Program Income Funds shall be expended within the current purchase order. Funds not expended within the purchase order period may be used to reduce the Vendor's monthly invoiced amount. In the event the ENP purchase order is terminated or expires, all unexpended Funds is immediately due within five (5) working days, payable to the DPH&SS, DSC or to the new vendor, as directed by DPH&SS, DSC. In the event unexpended Funds is not forwarded, the Vendor's invoice shall be reduced by DPH&SS, DSC as an offset in an amount equal to the Funds not paid to the DPH&SS, DSC or to the new vendor, as directed by DPH&SS, DSC.

9.0 INSURANCE COVERAGE

- 9.1 The Vendor shall maintain and furnish the DPH&SS, DSC evidence of insurance coverage to protect the integrity of the program. A copy of all claims filed by the Vendor shall be provided within no more than two (2) working days to the DPH&SS, DSC.

10.0 PROGRAM PENALTIES

- 10.1 **MEAL DELIVERY AND SPECIFICATION COMPLIANCE.** Meals shall be delivered no earlier than 11:00 a.m. and no later than 12:30 p.m., unless otherwise approved by the DPH&SS, DSC, to the designated congregate sites. The DPH&SS, DSC may assess a penalty from the cost of the total number of meals ordered at the impacted congregate site(s) for early or late delivery of the meals based on the following schedule:
- a. 10 to 15 minutes early or late – 20%
 - b. 16 to 20 minutes early or late – 25%
 - c. 21 to 30 minutes early or late – 40%
 - d. 31 minutes early – 100%
 - e. 31 minutes late – \$25.00 penalty per meal

- 10.2 **MEAL EXCLUSION, SPOILAGE, INEDIBLE.** The DPH&SS, DSC may assess a penalty based on the following percentages of the cost of the total number of meals served that day from the impacted congregate site(s) from the meal price when any item on the menu is excluded, determined to be spoiled, does not meet the specified portions, is undrinkable or is otherwise inedible and is not replaced within the meal delivery time:
- a. 30% for meat, seafood, poultry, soup (or other main entrée)
 - b. 20% for rice, bread, mashed potatoes, roll, fruit, vegetable/salad, milk
 - c. 5% for salad dressing, condiments, margarine/butter
- 10.3 **ADMINISTRATIVE.** The DPH&SS, DSC shall assess a penalty based on the following:
- a. Initial submission of the Monthly Program Reports determined not to have been submitted; determined to be missing shall be assessed a \$50.00 penalty per report.
 - b. Monthly Program Reports requiring further corrections shall be assessed a penalty of half of one percent (.005) for being incomplete or inaccurate and shall be calculated after any disallowed costs to the monthly invoice amount is applied.
 - c. Preparation of Meals. Serving of fried foods or basa fish shall be assessed \$500.00 per occurrence.
 - d. Menu Preparation. The DPH&SS, DSC shall assess a penalty based on the following:
 - (1) Menu Meal Variety determined to not be in compliance shall be assessed \$500.00 per occurrence.
 - (2) Meal Substitutions determined to not be in compliance shall be assessed \$500.00 per occurrence.
 - (3) Menus and Meal Substitutions. Menus and meals substitutions shall be approved by a Licensed Dietitian (LD) or Licensed Nutritionist (LN) prior to their submittal to the DPH&SS, DSC. The signature of the LD or LN and date of their approval shall appear on all menus. Menus and Meal Substitutions not approved by the Licensed Dietitian (LD) or Licensed Nutritionist (LN) shall be assessed a \$100.00 penalty per occurrence.
 - e. Monthly Review of Ten (10) Packaged Meals Report determined not to have been submitted and/or incomplete shall be assessed a \$250.00 penalty per report period.
 - f. Elderly Nutrition Program Council Meetings. Absence of the Vendor's Executive or Program Director or Program Manager, and Licensed Dietitian (LD) or Licensed Nutritionist (LN) shall be assessed a \$500.00 penalty for each personnel not in attendance. An additional \$100.00 penalty shall also be applied if the Vendor's Executive or Program Director or Program Manager, and Licensed Dietitian (LD) or Licensed Nutritionist (LN) is not present to hear and address meal concerns and/or complaints being discussed.
 - g. All areas identified to be in non-compliance in the performance of this emergency procurement shall be assessed a penalty of \$100.00 per occurrence. The penalty shall increase by \$100.00 for each

additional occurrence. This penalty shall be applicable to all areas of this emergency procurement where a penalty for performance is not specifically stated. In such circumstances, this penalty provision shall apply.

- 10.4 **PERSONNEL AND CLIENT FILES AND RECORDS.** Personnel and client files and records shall be kept current and filed accordingly. The Vendor shall have three (3) working days to correct personnel and client files and records identified to be incomplete, inaccurate, missing, outdated or expired. After the third work day has passed and the Vendor has not rectified the identified deficiency to the satisfaction of the DPH&SS, DSC, the Vendor will be assessed a flat penalty of \$100.00 for each personnel and client files and records identified to be deficient.

The Vendor shall ensure individual client files are maintained and updated regularly with client documents filed within three (3) work days. Each Client File has a typed label identifying each client's file by their name in the following format: last name, first name and middle name, i.e. DOE, John Guam. Client files shall be maintained under lock and key by the Vendor.

11.0 COMPENSATION FOR SERVICES

- 11.1 The Elderly Nutrition Program Congregate Meals nutrition services being acquired is funded by the Department of Health and Human Services, Administration for Community Living, through the Older Americans Act, As Amended, Grant Number: 18AAGUT3CM, 1901GUOACM-00, and 1901GUOACM-01 Catalog of Federal Domestic Assistance (CFDA) Number 93.045, Title III C1 and local Government of Guam funds being allotted, allocated and certified.
- 11.2 **UNAUTHORIZED SERVICES.** Any unauthorized services rendered by the Vendor shall be considered a disallowed cost and shall be deducted from the monthly invoice. Any cost above the agreed amounts shall be at the expense of the Vendor.
- 11.3 Under no circumstances shall the cost per meal exceed the agreed upon cost per meal in this Agreement, nor shall the number of meals invoiced exceed the number of meals ordered.
- 11.4 Payment shall be based upon costs submitted less penalties and/or disallowed costs. Compensation based upon the aggregate of the costs submitted may be less than the agreed upon compensation but in no event shall it exceed the agreed upon compensation, unless otherwise provided for.
- 11.5 The Vendor will be compensated upon the clearance of monthly invoices by DPH&SS, DSC. In any reporting month and there exist a discrepancy in the statistical, narrative or financial reports submitted by the Vendor, ten percent (10%) of the invoice amount after applying any penalties and/or disallowed costs will be withheld until the discrepancy has been resolved to the satisfaction of the DPH&SS, DSC. Upon being notified by DPH&SS, DSC that the discrepancy has been resolved, the Vendor shall submit an invoice for the remaining ten percent (10%) to be processed accordingly.

12.0 SPECIAL TERMS AND CONDITIONS

- 12.1 **PROGRAM DATABASE.** The Vendor shall be required to comply with the efforts of putting forth a unified automated information system that supports and promotes a coordinated and comprehensive system of care. This effort is spearheaded by the DPH&SS, DSC. All Title III service

providers and vendors shall be collaborators and partners of this effort. The Vendor shall ensure that their staff attend training, maintain and enter data, generate reports and conduct all necessary transactions in support of this effort which will assist the Vendor in complying with the reporting requirements of the ENP. Orientation and training on the access and use of the Program Database will be coordinated and/or provided by DPH&SS, DSC and/or the software company contracted to maintain the system at no cost to the Vendor, with the exception of staff time to attend the orientation, training and technical assistance activities in support of the Program Database. Failure to comply with this section shall result in non-payment to the Vendor.

- 12.2 **PROGRAM DATABASE INFORMATION SYSTEM.** The software Program Database Information System is currently managed by the Government. The Vendor shall be granted access upon being awarded this program and will enter data.
- 12.3 **GRANTOR RECOGNITION.** The Vendor shall ensure recognition of the role of the grantor agency in providing services through this emergency procurement. When a press release is issued or interview is given for any activity funded in whole or in part through this emergency procurement, reference shall be given as to the funding source and funding agency. The Vendor shall prominently identify in all publications and advertisements that funding for the item(s) is provided through the DPH&SS, DSC to include all activities, facilities, and items utilized pursuant to this emergency procurement. For example, *"This project is made possible through funds under Title III- Congregate Meals, Older Americans Act of 1965, as amended in 2016, administered by the Department of Public Health and Social Services, Division of Senior Citizens."* All advertisements by the Vendor about the ENP shall be submitted to the DPH&SS, DSC prior to distribution to the general public and local media.
- 12.4 **ELDERLY NUTRITION PROGRAM COUNCIL.** The Vendor's Executive or Program Director or Program Manager shall attend the Elderly Nutrition Program Council meetings to discuss the menus for the month, recommend menu changes and respond to questions, concerns and complaints of the ENP clients. Recommendations made by the Vendor or the Elderly Nutrition Program Council for serving cold meals, i.e., sandwiches, must be approved in writing by the DPH&SS, DSC prior to being served. The LD or LN employed by the Vendor shall attend the Elderly Nutrition Program Council meeting.
- 12.5 **STANDARDS OF CONDUCT.** The Vendor shall uphold the highest standards of conduct of their staff in administering services to the elderly. All staff shall abide by a zero tolerance of encouraging, accepting and receiving any type of loan, monetary gift or gratuity or any other form of financial gain from clients or their families.
- 12.6 **ACTIVITIES OF PERSONNEL.** The Vendor shall ensure the Vendor or its employees do not contribute or make available Older Americans Act funds, personnel or equipment to any political party or association or to the campaign of any candidate for public or party office; or for use in advocating or opposing any ballot measure, initiative, or referendum [Ref. 45 CFR 1321.71(h)(1)]. Further, the Vendor shall ensure the Vendor or its employees do not intentionally identify the Title III Aging program or the Vendor with any partisan or nonpartisan political activity, or with the campaign of any candidate for public or party office [Ref. 45 CFR 1321.71(h)(2)].

- 12.7 **REMOVAL AND TERMINATION OR SUSPENSION OF PROGRAM PERSONNEL.** The DPH&SS, DSC, retains the absolute right and authority to demand removal and termination or suspension from the ENP for reasonable cause; any personnel furnished by the Vendor when DPH&SS, DSC determines this management intervention is required to be executed to safeguard the ENP. A disregard of Federal and local laws, regulations, policies, and non-compliance or non-performance with a contracted provision or provisions, but not limited to, shall be considered reasonable cause. The Vendor's personnel policy and procedures used in the management of their personnel shall include this provision.
- 12.8 **TERMINATION FOR NON-COMPLIANCE WITH REGULATORY REQUIREMENTS.** In the event the Vendor who is awarded this emergency procurement for the provision of ENP Nutrition Services whose Sanitary Permit is suspended by the Division of Environmental Health, DPH&SS or is issued a "Stop Order" by the Guam Fire Department, the awarded Vendor shall be terminated as the Vendor of the ENP Nutrition Services.
- 12.9 **DUPPLICATION OF SERVICES.** The Vendor shall ensure that all ENP nutrition services are provided in an efficient and effective manner and where possible coordinated with other appropriate community service providers.
- 12.10 **REPORT OF ABUSE OR NEGLECT OF SENIORS AND ADULTS WITH A DISABILITY.** The Vendor shall immediately make a verbal report of suspected cases of abuse or neglect of elders and adults who have a disability and provide a written report within forty-eight (48) hours to the Bureau of Adult Protective Services, DSC or its contracted Service Provider of the Emergency Receiving Home with a Crisis Intervention Hotline. (Ref. P.L. 31-278, Title 10 GCA, Chapter 2).
- 12.11 **REPORT OF ABUSE OR NEGLECT OF CHILDREN.** The Vendor shall immediately make a verbal report of suspected cases of abuse or neglect of children and provide a written report within forty-eight (48) hours to the Child Protective Services Unit, Bureau of Social Services Administration (Ref. P.L. 20-209, Title 10 GCA, Chapter 88).
- 12.12 **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).** The Vendor shall comply with the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191 and the Federal "Standards for Privacy of Individually Identifiable Health Information" promulgated under 45 CFR Part 160 and Part 164, Subparts A and E.
- 12.13 **SOCIAL SECURITY NUMBER CONFIDENTIALITY ACT.** The Vendor shall ensure compliance relative to preventing the inappropriate disclosure and misappropriation of Social Security numbers (Ref. P.L. 28-95, Title 5 GCA, Chapter 32, Article 7).
- 12.14 **ALCOHOL-FREE EVENTS.** The Vendor shall ensure events funded or sanctioned through the ENP are "Alcohol Free" events.
- 12.15 **CLIENT CONFIDENTIALITY.** The Vendor shall ensure information obtained directly or indirectly from clients be kept confidential and cannot be released in a form that identifies the client without the informed consent of the client, or of his or her legal representative, unless the disclosure is required by court order, or for program monitoring by authorized Federal, State or local monitoring agencies (Ref. 45 CFR 1321.51). (Privacy Rule Standards for

Privacy of Individually Identifiable Health Information, Ref. 45 CFR Part 160 and Part 164, Subparts A and E].

- 12.16 **PROGRAM TRANSITION.** All steps shall be taken by the Vendor to ensure a smooth and professional transition of the ENP to prevent any interruption of services to the clients and to preserve the integrity of the ENP.
- a. The Vendor, who has not been awarded a new purchase order under the ENP, shall immediately prepare to relinquish all program related information, files, equipment, service contributions and program income balances and all other operational, administrative, and service documents and/or items to the new vendor. Failure to comply with this section shall result in a fine of \$10,000.00 per day.
 - b. The DPH&SS, DSC shall oversee the transfer of all program related information, files, equipment, monies, etc., to the new vendor.
- 12.17 **FINANCIAL MANAGEMENT SYSTEM.** The Vendor shall ensure the organization possesses a financial management system that meets the standards of the Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments in financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management. The Vendor shall ensure their accounting system shall permit timely development of all necessary cost data in the form required by the DPH&SS, DSC and is in accordance with generally accepted accounting principles (Ref. Title 5 GCA, Chapter 5, Article 3, Part E, §5236).
- 12.18 **FILES AND RECORDS MAINTENANCE.** All files and records pertaining to the ENP, both programmatic and financial, shall be accurate and complete and made accessible to the DPH&SS, DSC and its authorized representatives and are, at a minimum, subject to audit, monitoring, and evaluation.
- 12.19 **MONITORING.** Unannounced monitoring of the Elderly Nutrition Program by the DPH&SS, DSC shall not be denied by the VENDOR. Monitoring may include, but is not limited to, on-site observations of activities and/or staff, facility inspections, and discussions with clients regarding the effectiveness of the program. All documents related to the operations and delivery of services is subject to review by the DPH&SS, DSC.
- 12.20 **EVIDENCE OF PAYMENT.** The Vendor shall ensure a copy of receipt of payment for services is provided to the DPH&SS, DSC within twenty-four (24) hours of receipt.

-----NOTHING FOLLOWS-----

EXHIBIT 7



GENERAL SERVICES AGENCY

(Ahensian Setbision Hinirat)

Government of Guam

590 South Marine Drive, Ste. 219 ITC Bldg., Tamuning Guam 96913

Tel: 475-1713 * Telefax: 472-4217; 475-1716; 475-1727

Accountability	*	Impartiality	*	Competence	*	Openness	*	Value
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INVITATION FOR BID NO.: GSA-056-19

DESCRIPTION:

**NUTRITION SERVICES FOR THE COMPREHENSIVE MANAGEMENT, OPERATIONS,
AND MAINTENANCE OF THE ELDERLY NUTRITION PROGRAM,
CONGREGATE MEALS AND HOME-DELIVERED MEALS COMPONENTS**

SPECIAL REMINDER TO PROSPECTIVE BIDDERS

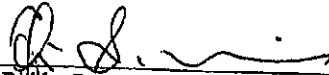
Bidders are reminded to read the Sealed Bid Solicitation and Instructions, and General Terms and Conditions attached to the IFB to ascertain that all of the following requirements checked below are submitted in the bid envelope, in duplicate, at the date and time for bid opening.

- (X) **BID GUARANTEE (15% of Bid Amount) May be in the form of:**
Reference Page 27 Instruction for Bonding & Page 28, #11 on the General Terms and Conditions
 - a. Cashier's Check or Certified Check
 - b. Letter of Credit
 - c. Surety Bond – Valid only if accompanied by:
 - 1. Current Certificate of Authority issued by the Insurance Commissioner;
 - 2. Power of Attorney issued by the Surety to the Resident General Agent;
 - 3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.
- (X) **STATEMENT OF QUALIFICATIONS**
- () **BROCHURES/DESCRIPTIVE LITERATURE;**
- (X) **AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION**
 - a. Date of signature of the person authorized to sign the bid and the notary date must be the same.
- (X) **OTHER REQUIREMENTS:**
Non-Collusion Affidavit, D.O.L. Wage Determination Affidavit, Restriction against Sexual Offenders Affidavit, No Kickbacks or Gratuities Affidavit and Ethical Standards Affidavit, and Affidavit re Contingent Fees, Current Business License relating to this bid.

This reminder must be signed and returned in the bid envelope together with the bid. Failure to comply with the above requirements may be cause for disqualification and rejection of the bid.

On this 8th day of October, 2019, I, Hui Sook Min,

authorized representative of SH Enterprises, Inc. acknowledge receipt of this special reminder to prospective bidders with the above referenced IFB.


Bidder Representative's Signature

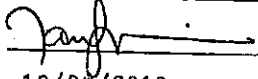
Invitation for Bid: GSA-056-19

**NUTRITION SERVICES FOR THE COMPREHENSIVE MANAGEMENT, OPERATIONS,
AND MAINTENANCE OF THE ELDERLY NUTRITION PROGRAM,
CONGREGATE MEALS AND HOME-DELIVERED MEALS COMPONENTS**

ACKNOWLEDGEMENT RECEIPT FORM

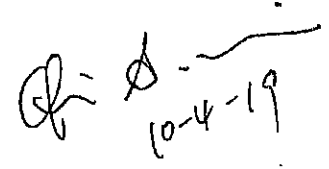
Please be advised that to be considered a prospective bidder you must fill out this Acknowledgement receipt form. Please submit by fax form to 475-1727 and email to gsaprocurement@gsadoa.guam.gov

Acknowledgement Receipt Form must be submitted no later than three (3) days upon receipt of IFB package.

Name	TAE HONG MIN
Signature	
Date	10/04/2019
Time	2:25 PM
Contact Number	649-0521/ 777-2805
Fax Number	649-0523
Contact Person regarding IFB	TAE HONG MIN
Title	President
E-Mail Address	californiamart@yahoo.com
Company/Firm	SH Enterprises, Inc.
Address	P.O.Box 9730 Tamuning, Guam96931

Note: GSA recommends that prospective bidders register current contact information with GSA to ensure they receive any notices regarding any changes or update to the IFB. The procuring agency and GSA will not be liable for failure to provide notice to any party who did not register current contact information.

All questions and concerns in regards to this bid must be submitted to the General Services Agency via fax attention to the Chief Procurement Officer no later than 10/02/2019 close of business at 5:00pm.


10-4-19

INVITATION FOR BID

ISSUING OFFICE:

GENERAL SERVICES AGENCY
 GOVERNMENT OF GUAM
 590 SOUTH MARINE DRIVE, SUITE 219
 TAMUNING, GUAM 96913

Claudia S. ACFALLE 9/25/19

 CLAUDIA S. ACFALLE
 Chief Procurement Officer

DATE ISSUED: Sept. 25, 2019

BID INVITATION NO: GSA-056-19

BID FOR: NUTRITION SERVICES FOR THE COMPREHENSIVE MANAGEMENT, OPERATIONS, AND MAINTENANCE
 OF THE ELDERLY NUTRITION PROGRAM, CONGREGATE MEALS AND HOME-DELIVERED MEALS COMPONENTS

SPECIFICATION: SEE ATTACHED

DESTINATION: DEPARTMENT OF PUBLIC HEALTH & SOCIAL SERVICES

REQUIRED DELIVERY DATE: The term of this contract shall commence upon signing of contract for Three (3)
 Years with the option to renew for two (2) additional fiscal years. Renewal options will be one fiscal year at a time,
 subject to funding availability.

INSTRUCTION TO BIDDERS:

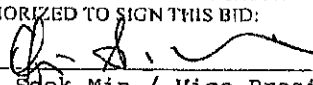
INDICATE WHETHER: INDIVIDUAL PARTNERSHIP CORPORATION

INCORPORATED IN: July 10, 1995

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) 10:00 AM, Date: 10/10/2019, and shall be publicly
 opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid
 Solicitation for details.

The undersigned offers and agrees to furnish within the time specified, the articles and services at the price stated opposite the respective items listed on
 the schedule provided, unless otherwise specified by the bidder. In consideration to the expense of the Government in opening, tabulating, and
 evaluating this and other bids, and other considerations, the undersigned agrees that this bid remain firm and irrevocable within 90 calendar days from
 the date opening to supply any or all the items which prices are quoted.

NAME AND ADDRESS OF BIDDER:
SH Enterprises, Inc.
P.O. Box 9730
Tamuning, Guam 96931

SIGNATURE AND TITLE OF PERSON
 AUTHORIZED TO SIGN THIS BID:

Hui Sook Min / Vice-President

AWARD: CONTRACT NO.: _____ AMOUNT: _____ DATE: _____

ITEM NO(S). AWARDED: _____

CONTRACTING OFFICER:

 CLAUDIA S. ACFALLE
 Chief Procurement Officer

NAME AND ADDRESS OF CONTRACTOR:

SIGNATURE AND TITLE OF PERSON
 AUTHORIZED TO SIGN THIS CONTRACT:

SH Enterprises, Inc.

Mailing Address : P.O.Box 9730 Tamuning, Guam 96931

Phone: 671-649-0521 Fax: 671-649-0523

IFB : GSA-056-19

NUTRITION SERVICES FOR THE ELDERLY NUTRITION PROGRAM – CONGREGATE MEALS AND HOME-DELIVERED MEALS COMPONENTS.

STATEMENT OF QUALIFICATIONS:

For the past many years, SH Enterprises, Inc. has been providing the food catering Services and retail services to the local and tourists, and Government of Guam since open the business in 1995. The company had been provided food catering services to Department of Corrections, Division of Senior Citizens, PDHSS for years as well.

Also SH Enterprises, Inc. has been provided Emergency Food Catering Services to Homeland Security, Guam National Guard work forces and Asutumbo Shelter in Dededo during September last year after the Typhoon Mangkut as well.

And SH Enterprises, Inc. recently provided Emergency Food Services for DOC Inmates & Detainees since last July 1st, 2018, except July and August this year, up to the last month, September.

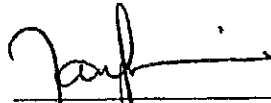
As we have been involved and practiced food catering services to the Government, we will continue to provide the best service, best food quality to the elderly nutrition program for congregate meals and home delivered meals.

We are ready to provide the meal services to DPHSS, by providing lunch to Congregate and Home bound all over the Island. In achieving this high task and responsibility, we have implemented the following guidelines to help us provide the department the best "catering service":

1. Maintained enough inventory for adequate food supply, ready from any unexpected mother nature disaster such as typhoon, earthquake, or short supply due to delay of shipments from the U.S. suppliers.
2. Maintained a professional dietician to certify monthly cycle menus to meet the nutritional needs of the elderly nutrition program beneficiaries.
3. Maintained accuracy and adequacy of all menus.
4. Maintained responsible employees with current health certificates.
5. Maintained all food catering service employees followed by the DSC house rules and regulations, guidelines for proper services.

6. Maintained Primary Food preparation and dispatching site at Hakubotan building and alternate facility of California Mart which has food manufacturing license with proper certificates from Department of Public Health and Social Services of the Government of Guam. Alternate site also has back up generators for the operation of Food Services.
7. Maintained Central Office Hakubotan building in Tamuning, and also alternate office at California Mart is centrally located and can be reached to south and north of the Island within less than 20 minutes. Good for emergency food delivery and merchandise supplying.

In addition to the above, we will improve the food service and delivery operation for better services to elderly people on Guam.



Tae Hong Min
President/ Program Manger

SH Enterprises, Inc.

Mailing Address : P.O.Box 9730 Tamuning, Guam 96931

Phone: 671-649-0521 Fax: 671-649-0523

RESUME

Name : Tae Hong Min
Date of Birth : September 3, 1958 (Born in Seoul, Korea)
Immigrated to Guam : June 1, 1988
Social Security No. : 586-86-6200
Citizenship : U.S. Citizen
Current Job Position : President of SH Enterprises, Inc.
(Food Service Manager of Food Catering Service Division)

EUCATION :

- 02/25/1985 : Graduated from Dong-guk University in Seoul, Korea with a Bachelors Degree of Public Administration.

WORK EXPERIENCE:

- 03/1985-02/1986 : Worked for Heung-guk Life Insurance Co. in Seoul, Korea.
- 02/1986-05/1988 : Worked for Central Daily News in Seoul, Korea.
- 02/1990-04/1991 : Operated Pacific Island Service as a self-employed ship chandler for Korean Fishing Boats and Agencies.
- 03/1992-05/2003 : Operated Oka Market as a grocery store in Tamuning, Guam.
- 06/1992-09/0997 : Operated Hollywood Gift Shop in Tamuning, Guam.
- 04/1995-04/2000 : Operated California Supermarket in Tunmon, Guam.
- 10/1995-Present : Operating California Mart in Tamuning, Guam as a President.
- 03/2004-02/2012 : Provided Food Catering Services to Department of Corrections of Guam.
- 06/2010-05/2014 : Provided Food Catering Services to Division of Senior Citizens, Department of Public Health and Social Services of Guam.
- 02/2011-08/2014 : Operated Avenue Steak House at the Plaza in Tumon, Guam.
- 03/2010-Present : Operating Bubba's Grill restaurant in Tamuning, Guam as a General Manager and Food Service Manager.
- 06/2017-07/2017 : Provided Emergency Food Catering Services to Division of Senior Citizens of DPHSS of Guam as a Program Director of operation of Food service.
- 07/01/2018-to the present : providing Emergency Food Services to DOC Main facility in Mangilao and Hagatna Facility.

- 09/13/2018 to the present : providing Emergency Food Catering Services to Homeland Security, Guam National Guard work forces and Asutumbo Shelter after the typhoon Mungkhut.

EXTRA CURRICULAR ACTIVITIES:

- 06/2002-05/2004 : Served as a Director of Public Relations for Korean Association of Guam.
- 06/2003-05/2007 : Served as a District Chairman of Guam and CNMI Area of The National Unification Advisory Council (NUAC) of Korean Government.
- 10/2006-09/2008 : Served as a Vice-President for Korean Chamber of Commerce of Guam.
- 05/2008-04/2010 : Served as a Chairman of the Board of Korean School of Guam.

CERTIFICATES :

- ServSafe Certification (Certificate No. 12638838) – Food Protection Manager Certification which is accredited by the American National Standards Institute (ANSI)-Conference for Food Protection (CFP) : Date of Expiration – 7/29/2020.
- Completed Food Service Manager's Certification Workshop at Guam Community College in 2015.

SH Enterprises, Inc.

Mailing Address : P.O.Box 9730 Tamuning, Guam 96931

Phone: 671-649-0521 Fax: 671-649-0523

RESUME

Name : Hui Sook Min
Date of Birth : February 12, 1960 (Born in Seoul, Korea)
Immigrated to Guam : May 29, 1986
Social Security No. : 586-80-6581
Citizenship : U.S. Citizen
Current Job Position : Vice-President of SH Enterprises, Inc.
(Food Service Supervisor of Food Catering Service Division)

WORK EXPERIENCE:

- 06/1986-06/1989 : Worked as an Insurance Clerk at Young's Insurance Agency.
- 07/1989-09/1992 : Worked as an Insurance Underwriter & Agent at Universe Insurance Underwriters, General Agent of John Hancock Life Insurance Co.
- 06/1992-09/1997 : Worked as Vice-President at Hollywood Gift Shop.
- 04/1995-04/2000: Worked as Vice-President at California Supermarket in Tumon, Guam.
- 10/1998 to the present : Working as Vice-President at California Mart in Tamuning, Guam
- 10/1998-09/2001 : Operated Coco's Restaurant in Tamuning, Guam.
- 04/1999-02/2001 : Operated Mao Mao Chinese Fast Food at the Plaza in Tumon, Guam.
- 04/1999-03/2000 : Operated Mr.Pizza Fast Food at the Plaza in Tumon, Guam.
- 03/2004-02/2012 : Provided Food Catering Services to the Department of Corrections of Guam.
- 06/2010-05/2014 : Provided Food Catering Services to the DSC, DPHSS of Guam.
- 02/2011-08/2014 : Operated Avenue Steak House at the Plaza in Tumon, Guam.
- 03/2010 to the present : Operating Bubba's Grill (former Seafood Chef Restaurant) in Tamuning, Guam.
- 06/2017-07/2017 : Provided Emergency Food Catering Services to the DSC, DPHSS of Guam.

- 07/01/2018 to the present : providing Emergency Food Services to DOC Main facility in Mangilao and Hagatna Facility.
- 09/13/2018 to the present : providing Emergency Food Catering Services to Homeland Security, Guam National Guard Work Forces and Asutumbo Shelter right after the Typhoon Mangkhut.

-
EXTRA CURRICULAR ACTIVITIES :

- 06/1993-05/1995 : Served as a Director of Public Relations for the Korean Women's Association of Guam.
- 06/1995-05/1997 : Served as a Director of Public Relations for the Korean Women's Association of Guam.
- 06/2009-05/2011 : Served as a Director of Public Relations for the Korean Women's Association of Guam.

EDUCATIONS

- 01/06/1978 : Graduated Kyungbuk Girls Commercial High School in Korea.

SH Enterprises, Inc.

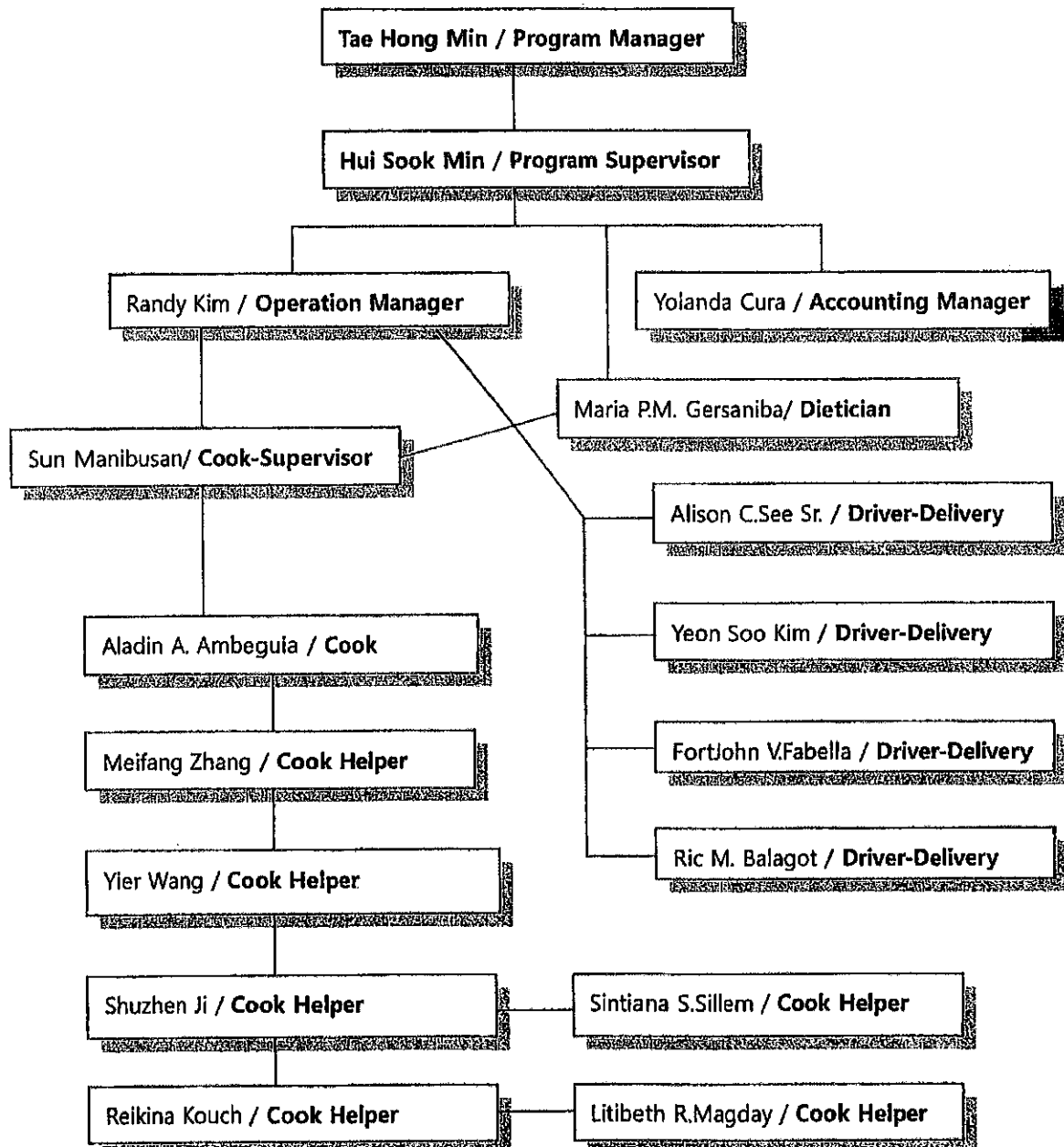
Mailing Address : P.O.Box 9730 Tamuning, Guam 96931

Tel: 671-649-0521 Fax: 671-649-0523

IFB : GSA-056-19

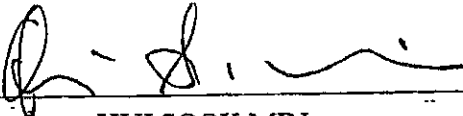
**Nutrition Services for the Comprehensive Management,
Operations, and Maintenance of the Elderly Nutrition Program,
Congregate Meals and Home-Delivered Meals Components.**

ORGANIZATION CHART OF FOOD SERVICE DIVISION



CERTIFICATION OF ASSURANCE

I, **Hui Sook Min**, Vice President of **SH ENTERPRICES, INC.** agrees that delivery drivers will be in place prior to executing the contract and delivery drivers will be familiar with the delivery routes for Congregate Meal and Home Delivered Meal Services within the specified delivery period.



HUI SOOK MIN

Subscribed and sworn to before me

this 9th day of October, 2019.

NOTARY PUBLIC

My commission expires _____

MICHAEL T. MEOFNA
Notary Public
In and for Guam U.S.A.
My Commission Expires: June 25, 2022
Community First Guam Federal Credit Union
238 Archbishop Flores St., Suite 102
Hagatna, GU 96910

SH Enterprises, Inc.

P.O.Box 9730 Tamuning, Guam 96931

Phone: 649-0521 Fax649-0523

IFB No. : GSA-056-19

NUTRITION SERVICES FOR THE ELDERLY NUTRITION PROGRAM : CONGREGATE MEALS AND HOME-DELIVERED MEALS COMPONENTS.

Bidder's Background Information & History

SH Enterprises has been doing business of Grocery retail store and wholesale, distribution, restaurant and food catering service to the Government side over decades.

Since 1995, SH Enterprises, Inc. had been running California Mart and also have been managed and operated Grand Pacific Wholesale, Seafood Chef Restaurant and Avenue Steak House to diversify different businesses and accumulated experiences of all successfully.

From 2003 to 2012, SH Enterprises, Inc. was the contractor for the Department of Correction providing meals three times a day / seven days a week for approximately 550-600 inmates and detainees.

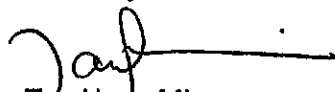
And also from 2010 to January 2013, SH Enterprises, Inc. had been practiced and was contractor for the Elderly Nutrition Program, Division of Senior Citizens providing meals to approximately 2,000 to seniors.

Also SH Ent., Inc. had been provided Emergency Food Catering Services to Homeland Security, Guam National Guard Work Forces and Astumbo Shelter in Dededo during Septemver last year after the Typhoon Mangkut as well.

At any time, SH Ent., Inc. is ready and capable of providing immediate service to the needs of DOC program due to Bidder carries enough inventory of frozen foods such meats, poultry, pork, seafoods, vegetables, dry food items, canned foods, rice, sauces.

With our dedicated, hard working, responsible and knowledgeable employees, Bidder, Hui Sook Min, is ready to provide the service it needs for Department of Corrections's Food Service Program.

Sincerely Yours,



Tae Hong Min
SH Enterprises, Inc.
President

AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS

CITY OF Tamuning)
) ss.
 ISLAND OF GUAM)

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the offeror and that *[please check only one]*:

The offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.

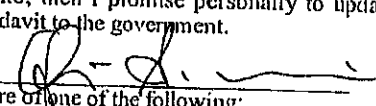
The offeror is a corporation, partnership, joint venture, or association known as SH Enterprises, Inc. *[please state name of offeror company]*, and the persons, companies, partners, or joint venturers who have held more than 10% of the shares or interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows *[if none, please so state]*:

<u>Name</u>	<u>Address</u>	<u>% of Interest</u>
<u>Tae Hong Min</u>	<u>P.O. Box 9730</u>	<u>50%</u>
<u>Hui Sook Min</u>	<u>Tamuning, Guam 96931</u>	<u>50%</u>
	<u>Same as above</u>	

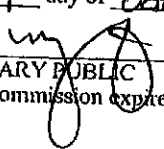
B. Further, I say that the persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid or proposal for which this affidavit is submitted are as follows *[if none, please so state]*:

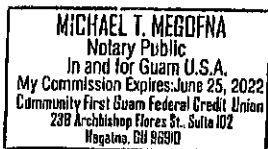
<u>Name</u>	<u>Address</u>	<u>Compensation</u>
<u>N/A</u>		

C. If the ownership of the offering business should change between the time this affidavit is made and the time an award is made or a contract is entered into, then I promise personally to update the disclosure required by 5 GCA §5233 by delivering another affidavit to the government.


 Signature of one of the following:
 Offeror, if the offeror is an individual; Partner, if the offeror is a partnership; Officer, if the offeror is a corporation.

Subscribed and sworn to before me
 this 9th day of October, 2019.


 NOTARY PUBLIC
 My commission expires: _____



AFFIDAVIT RE NON-COLLUSION

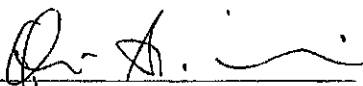
CITY OF Tamuning)
) ss.
ISLAND OF GUAM)

Hui Sook Min [state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the offering company or individual is [state name of company]
SH Enterprises, Inc.

2. The proposal for the solicitation identified above is genuine and not collusive or a sham. The offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other offeror or person, to put in a sham proposal or to refrain from making an offer. The offeror has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the proposal price of offeror or of any other offeror, or to fix any overhead, profit or cost element of said proposal price, or of that of any other offeror, or to secure any advantage against the government of Guam or any other offeror, or to secure any advantage against the government of Guam or any person interested in the proposed contract. All statements in this affidavit and in the proposal are true to the best of the knowledge of the undersigned. This statement is made pursuant to 2 GAR Division 4 § 3126(b).

3. I make this statement on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.



Signature of one of the following:

Offeror, if the offeror is an individual; Partner, if the offeror is a partnership; Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this 12 day of October, 2019.


NOTARY PUBLIC

My commission expires _____




AFFIDAVIT RE ETHICAL STANDARDS

CITY OF Tamuning)
) ss.
ISLAND OF GUAM)

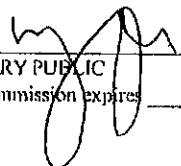
Hui Sook Min [state name of affiant signing below], being first duly sworn, deposes and says that:

The affiant is Vice-President [state one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal. To the best of affiant's knowledge, neither affiant nor any officers, representatives, agents, subcontractors or employees of offeror have knowingly influenced any government of Guam employee to breach any of the ethical standards set forth in 5 GCA Chapter 5, Article 11. Further, affiant promises that neither he or she, nor any officer, representative, agent, subcontractor, or employee of offeror will knowingly influence any government of Guam employee to breach any ethical standards set forth in 5 GCA Chapter 5, Article 11. These statements are made pursuant to 2 GAR Division 4 § 11103(b).



Signature of one of the following:
Offeror, if the offeror is an individual; Partner, if the offeror is a partnership; Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this 9th day of October, 2019.



NOTARY PUBLIC
My commission expires _____

MICHAEL T. MEBOFNA
Notary Public
In and for Guam U.S.A.
My Commission Expires: June 25, 2022
Community First Guam Federal Credit Union
238 Archbishop Flores St. Suite 102
Hagatna, GU 96910

AFFIDAVIT RE CONTINGENT FEES

CITY OF Tamuning)
) ss.
ISLAND OF GUAM)

Hui Sook Min [state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the offering company or individual is [state name of company] SH Enterprises, Inc.
2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. This statement is made pursuant to 2 GAR Division 4 11108(f).
3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam 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. This statement is made pursuant to 2 GAR Division 4 11108(h).
4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

[Handwritten Signature]
Signature of one of the following:
Offeror, if the offeror is an individual; Partner, if the offeror is a partnership; Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this 9th day of October, 2019.

[Handwritten Signature]
NOTARY PUBLIC
My commission expires _____

MICHAEL T. MEGOFNA
Notary Public
In and for Guam U.S.A.
My Commission Expires June 25, 2022
Community First Guam Federal Credit Union
238 Archbishop Flores St. Suite 102
Hagatna, GU 96910

**GOVERNMENT OF GUAM
GENERAL TERMS AND CONDITIONS**

SEALED BID SOLICITATION AND AWARD

Only those Boxes checked below are applicable to this bid.

1. **AUTHORITY:** This solicitation is issued subject to all the provision of the Guam Procurement Act (SGCA, Chapter 5) and the Guam Procurement Regulations (copies of both are available at the Office of the Comptroller of Laws, Department of Law, copies available for inspection at General Services Agency). It requires all parties involved in the Preparation, negotiation, performance, or administration of contracts 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 bidder to provide the Government of Guam (Government) with specified services or with materials, supplies or equipment completely assembled and ready for use.
3. **TAXES:** Bidders are cautioned that they are subject to Guam Income Taxes as well as all other taxes on Guam Transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation.
4. **LICENSING:** Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Director of Revenue and Taxation.
5. **LOCAL PROCUREMENT PREFERENCE:** All procurement of supplies and services where possible, will be made from among businesses licensed to do business on Guam in accordance with section 5008 of the Guam Procurement Act (SGCA, Chapter 5) and Section 1-104 of the Guam Procurement Regulations.
6. **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:**
Bidders shall comply with all specifications and other requirements of the Solicitation.
7. **"ALL OR NONE" BIDS: NOTE:** By checking this item, the Government is requesting all of the bid items to be bid or none at all. The Government will not award on an itemized basis.
8. **INDEPENDENT PRICE DETERMINATION:** The bidder, upon signing the Invitation for Bid, certifies that the prices in his bid were derived at without collusion, and acknowledge that collusion and anti-competitive practices are prohibited by law. Violations will be subject to the provision of Section 5651 of that of the Guam Procurement Act. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Section 5651 of the Government code.
9. **BIDDER'S PRICE:** The Government will consider not more than two (2) (Basic and Alternate) item prices and the bidder shall explain fully each price if supplies, materials, equipment, and/or specified services offered comply with specifications and the products origin. Where basic or alternate bid meets the minimum required specifications, cost and other factors will be considered. Failure to explain this requirement will result in rejection of the bid.
10. **BID ENVELOPE:** Envelope shall be sealed and marked with the bidder's name, Bid number, time, date and place of Bid Opening.
11. **BID GUARANTEE REQUIREMENT:** Bidder is required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier's Check in the same bid envelope to be held by the Government 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 Treasurer of Guam in the amount of fifteen percent (15%) of his highest total bid offer. The Bid Bond must be submitted on Government Standard Form BB-1 (copy enclosed). Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (contractor) withdraws from the bid or fails to enter into contract within the prescribed time, such Bid guarantee will be forfeited to the Government of Guam. Bids will be disqualified if not accompanied by 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 from 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. Pursuant to 5 GCA § 5212, all competitive sealed bidding for the procurement of supplies or services exceeding \$25,000.00 a 15% Bid Security of the total bid price must accompany the bid package. The bid bond, Letter of Credit, Certified Check or Cashier's Check will serve as Bid Security for this procurement.
12. **PERFORMANCE GUARANTEE:** Bidders who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with the Government of Guam. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in Section 41 of these General Terms and Conditions.
13. **SURETY BONDS:** Bid and Bid Bonds coverage must be signed or countersigned in Guam by a foreign or alien 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.
14. **COMPETENCY OF BIDDERS:** Bids will be considered only from bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
15. **DETERMINATION OF RESPONSIBILITY OF BIDDERS:** The Chief Procurement Officer reserves the right for securing from bidders information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 15 of these General Terms and Conditions.
(2 GAR, Div. 4 § 3116)

[X] 16. STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER:

In determining the lowest responsible offer, the Chief Procurement Officer shall be guided by the following:

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

[X] 17. TIE BIDS: If the bids are for the same unit price or total amount in the whole or in part, the Chief Procurement Officer will determine award based on 2 GAR, Div. 4, § 3109(a) (2) or to reject all such bids.

[X] 18. BRAND NAMES: Any reference in the Solicitation to manufacturer's Brand Names and number is due to lack of a satisfactory specification of commodity description. Such preference is intended to be descriptive, but not restrictive and for the sole purpose of indicating prospective bidders a description of the article or services that will be satisfactory. Bids on comparable items will be considered provided the bidder clearly states in his bid the exact articles he is offering and how it differs from the original specification.

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

[] 20. SAMPLES: Sample(s) of item(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The sample(s) should represent exactly what the bidder proposes to furnish and will be used to determine if the item(s) offered complies with the specifications. Rejection of the Bid will be required if the sample(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the sample(s) by the time specified in the Solicitation will require rejection of the Bid.

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

[X] 22. AWARD, CANCELLATION, & REJECTION: Award shall be made to the lowest responsible and responsive bidder, whose bid is determined to be the most advantageous to the Government, taking into consideration the evaluation factors set forth in this solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the Government may require to waive any minor irregularity in bid received. The Chief Procurement Officer shall have the authority to award, cancel, or reject bids, in whole or in part for one or more items if he determines it is in the public interest. Award issued to the lowest responsible bidder within the specified time for acceptance as indicated in the solicitation, results in a bidding contract without further action by either party. In case of an error in the extension of prices, unit price will govern. It is the policy of the Government to award contracts to qualified local bidders. The Government reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type items and the vendor agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after original award. No award shall be made under this solicitation which shall require advance payment or irrevocable letter of credit from the government (2 GAR, Div.4 §1103).

[] 23. 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.

[] 24. SCHEDULE FOR DELIVERY: Successful bidder shall notify the General Services Agency, Telephone Nos. 475-1707 or 475-713, at least twenty-four (24) hours before delivery of any item under this solicitation.

[] 25. 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 rejection of delivery. The Bill of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.

[] 26. MANUFACTURER'S CERTIFICATE: Successful bidder is required, upon delivery of any item under this contract, to furnish a certificate from the manufacturer indicating that the goods meet the specifications. Failure to comply with this request will result in rejection of delivery payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.

[X] 27. INSPECTION: All supplies, materials, equipment, or services delivered under this contract shall be subject to the inspection and/or test conducted by the Government 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 Government shall have the right to reject the items or require that they be corrected and provided free of charge to the government. The number of days required for correction will be determined by the Government.

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

29. **SAFETY INSPECTION:** All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.
30. **GUARANTEE:**
- a) **Guarantee of Vehicle Type of Equipment:**
The successful bidder shall guarantee vehicular type of equipment offered against defective parts, workmanship, and performance, for a period of not less than one (1) year after date of receipt of equipment. Bidder 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 Government and without cost to the Government. Vehicular type of equipment as used in this context shall include equipment used for transportation as differentiated from tractors, backhoes, etc.
- b) **Guarantee of Other Type of Equipment:**
The successful bidder shall guarantee all other types of equipment offered, except those mentioned in 30a, 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 defective within that period shall be repaired or replaced by the Contractor without cost to the Government. Repairs, adjustments or replacements of defective parts shall be completed by the contractor within six (6) working days after notice from the Government.
- (c) **Compliance with this Section is a condition of this Bid.**
31. **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 Government 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 set forth on Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.
32. **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 (GPR Section 11-207).
33. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractors shall not discriminate against any employee or applicant of employment because of race, color, religion, sex, or national 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 origin.
34. **COMPLIANCE WITH LAWS:** Bidders awarded a contract under this Solicitation shall comply with the applicable standard, 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.
35. **CHANGE ORDER:** Any order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-03.1 of the Guam Procurement Regulations.
36. **STOP WORK ORDER:** Any stop work order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-04.1 of the Guam Procurement Regulations.
37. **CANCELLATION OF INVITATION FOR BIDS OR REQUEST FOR PROPOSALS:** Any Invitation for Bid may be cancelled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interests of the Territory in accordance with regulations promulgated by the Policy Office. The reasons therefor shall be made part of the contract file.
38. **TIME FOR COMPLETION:** It is hereby understood and mutually agreed by and between the contractor and the Government 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. Defaults will be treated subject to and in accordance with the provisions of 2 GAR, Div. 4 § 6101(8)
39. **JUSTIFICATION OF DELAY:** Bidders who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the bidder is not able to meet the specified delivery date, he is required to notify the Chief Procurement Officer of such delay. Notification shall be in writing and shall be received by the Chief Procurement Officer 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 Government reserves the right to reject delay justification if, in the opinion of the Chief Procurement Officer, such justification is not adequate.

- [X] 40. **SERVICE-DISABLED VETERAN OWNED BUSINESS PREFERENCE:** Bidding is subject to the policy in favor of Service-Disabled Veteran Owned Business as defined in 5 GCA sections 5011 and 5012.
- [X] 41. **LIQUIDATED DAMAGES:** When the contractor is given notice of delay or nonperformance 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 date set for cure until either the territory reasonable obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or nonperformance is excused under Paragraph 39 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay. 2 GAR, Div. 4 §6101(d).
- [X] 42. **PHYSICAL LIABILITY:** If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Government 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 Government 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 incurred for or by reasons 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 Government of Guam against any claim for loss, damage or injury to property or persons arising out of 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 certificates of such insurance to the Government of Guam when required.
- [X] 43. Contract will be cancelled if funds not appropriated or insufficient, and that government will timely inform contractor. 2 GAR, Div.4 §3121(e) (1) (C) and 2 GAR, Div.4 § 3121(e)(1)(D).
- [] 44. If cancelled, contractor will be reimbursed unamortized reasonably incurred non-recurring costs. 2 GAR, Div.4 § 3121(e) (1) (G).
- [X] 45. **CONTACT FOR CONTRACT ADMINISTRATION:** If your firm receives a contract as a result of this Solicitation, please designate a person whom we may contact for prompt administration.

Name: Hui Sook Min

Title: Vice-President /
Program Supervisor

Address: P.O. Box 9730

Telephone: 777-2805 / 649-0521

Tamuning, Guam 96931

GOVERNMENT OF GUAM
SEALED BID SOLICITATION INSTRUCTIONS

1. **BID FORMS:** Each bidder shall be provided with one (1) Solicitation form. Additional copies may be provided upon request. Bidders requesting additional copies of said forms will be charged per page in accordance with 5 GCA § 10203 of the Government Code of Guam. All payments for this purpose shall be by cash, certified check or money order and shall be made payable to the General Services Agency (EO 86-24).
2. **PREPARATIONS OF BIDS:**
 - a) Bidders are required to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at bidder's risk.
 - b) Each bidder shall furnish the information required by the Solicitation. The bidder shall sign the solicitation and print or type his name on the Schedule. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent are to be accompanied by evidence of this authority unless such evidence has been previously furnished to the issuing office.
 - c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the Schedule for each item offered. In case of discrepancies between a unit price and extended price, the unit price will be presumed to be correct.
 - d) Bids for supplies or services other than those specified will not be considered. Time, if stated as a number of days, means calendar days and will include Saturdays, Sundays, and holidays beginning the day after the issuance of a Notice to Proceed. Time stated ending on a Saturday, Sunday or Government of Guam legal holiday will end at the close of the next business day.
3. **EXPLANATION TO BIDDERS:** Any explanation desired by a bidder regarding the meaning or interpretation of the Solicitation, drawings, specifications, etc., must be submitted in writing and with sufficient time allowed for a written reply to reach all bidders before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning a Solicitation will be furnished to all prospective bidders in writing as an amendment to the Solicitation if such information would be prejudicial to informed bidders.
4. **PRE-OPENING MODIFICATION OR WITHDRAWAL OF BIDS:** Bids may be modified or withdrawn by written notice received in the Government designated in the Invitation for Bid (IFB) prior to the due date. A telegraphic modification or withdrawal received by telephone from the receiving telegraph company office prior to the time and date of set for submission/opening will be effective if the telegraph company confirms the telephone message by sending a written copy of the telegram showing that the message was received at such office prior to the due date.
5. **ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS:** Receipt of an amendment to a Solicitation by a bidder must be acknowledged by signing an acknowledgement of receipt of the amendment. Such acknowledgement must be received prior to the hour and date specified for receipt of bids.
6. **SUBMISSION OF BIDS:**
 - a) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the Solicitation. The bidder shall show the hour and date specified in the Solicitation for receipt, the Solicitation number, and the name and address of the bidder on the face of the envelope.
 - b) Telegraphic bids will not be considered unless authorized by the Solicitation. However, bids may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt (see paragraph 6 of these instructions).
 - c) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Solicitation.
 - d) Samples or descriptive literature should not be submitted unless it is required on this solicitation. Regardless of any Attempt by a bidder to condition the bid, unsolicited samples or descriptive literature will not be examined or tested at the bidder's risk, and will not be deemed to vary any of the provisions of this Solicitation.
7. **FAILURE TO SUBMIT BID:** If no bid is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard shall be sent to the issuing office advising whether future Solicitations for the type of supplies or services covered by this Solicitation are desired.
8. **LATE BID, LATE WITHDRAWALS, AND LATE MODIFICATIONS:**
 - a) Definition: Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late (Guam Procurement Regulations 2 GAR, Div.4 §3109(k)).
 - b) Treatment: No late bid, late modification, or late withdrawal will be considered unless received before contract award, and the bid, modification, or withdrawal would have been timely but for the action or inaction of territorial personnel directly serving the procurement activity.
9. **CANCELLATION OR REVISION OF BID:** This IFB may be canceled, or any and all bids may be rejected in whole or in part as may be pursuant to GAR § 3115, when it is in the best interest of the Government. Additionally, in accordance with GAR § 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 canceled or revised to comply with the law. The reasons therefore shall be made part of the contract file.

10. **REJECTION OF BIDS:** Any bid submitted in response to this IFB may be rejected in whole or in part with it is in the best interest of the Government, in accordance with GAR § 3115(e). Reasons for rejecting bids include but are not limited to: (1) The business that submitted the bids is non-responsive as determined under GAR § 3116; (2) The bid ultimately fails to meet the announced requirements of the Government in some material respect; or (3) The bid price is clearly unreasonable. Upon request, unsuccessful bidders shall be advised of the reasons for rejection. When bids are rejected, or a solicitation canceled after bids are received, the bids which have been opened shall be retained in the procurement file, or if unopened, returned to the bidders upon request, or otherwise disposed of pursuant to GAR § 3115(g).

11. **TERMINATION OF CONTRACT:** 1. TERMINATION OF CONVENIENCE PURSUANT TO GAR § 6101(10)

(a) Termination: The Government, when the interest of the Government so requires, may terminate this contract in whole or in part, for the Convenience of the Government. The Purchasing Agency shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(b) Contractor's Obligations: The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified.

(c) Condition of Termination: Notwithstanding the foregoing, the cessation of services for people requiring services shall be contingent upon the Government obtaining a substitute provider for the services and the contractor shall cooperate by taking all reasonable and necessary steps to ensure that services are not interrupted and transferred to the succeeding provider. The contractor shall issue a written memorandum detailing the status of the contractor's ongoing services initiating termination or any fault of either party.

12. **MANDATORY DISPUTES RESOLUTION CLAUSE.**

in the event of a conflict between this "Mandatory Disputes Resolution Clause" and any other terms in this contract, it is the intent of the government of Guam and the contractor that the terms of this clause are to be given precedence.

Disputes- Contractual Controversies. The government of Guam and the contractor agree to attempt resolution of all controversies which arise under, or are by virtue of, this contract through mutual agreement. If the controversy is not resolved by mutual agreement, then the contractor shall request the head of the purchasing agency, or their designee, in writing to issue a final decision within sixty days after receipt of the written request in keeping with 5 GCA § 5427 (c). The head of the purchasing agency or their designee shall immediately furnish a copy of the decision to the contractor, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.

Absence of a Written Decision within Sixty Days. If the head of the purchasing agency, or their designee does not issue a written decision within sixty days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the contractor may proceed as though the head of the purchasing agency, or their designee had issued a decision adverse to the contractor.

Appeals to the Office of Public Accountability. The head of the purchasing agency's, or their designee's decision shall be final and conclusive, unless fraudulent or unless the contractor appeals the decision administratively to the Public Auditor in accordance with 5 GCA § 5706.

Disputes - Money Owed To or By the Government of Guam. This subsection applies to appeals of the government of Guam's decision on a dispute. For money owed by or to the government of under this contract, the contractor shall appeal the decision in accordance with the "Government Claims Act", 5 GCA § 6101 et. seq., by initially filing a claim with the Office of the Attorney General no later than eighteen months after the decision is rendered by the government of Guam or from the date when a decision should have been rendered. For all other claims by or against the government of Guam arising under this contract, the Office of the Public Auditor has jurisdiction over the appeal from the decision of the government of Guam. Appeals to the Office of the Public Auditor must be made within sixty days of government of Guam's decision or from the date the decision should have been made.

Exhaustion of Administrative Remedies. The contractor shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.

Performance of Contract Pending Final Resolution by the Court. The contractor shall comply with the government of Guam's decision and proceed diligently with performance of this contract pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, this contract, except where the contractor claims a material breach of this contract by the government of Guam. However, if the head of the purchasing agency determines in writing that continuation of services under this contract is essential to the public's health or safety, then the contractor shall proceed diligently with performance of the contract notwithstanding any claim of material breach by the government of Guam.

13. **CONTRACT REMEDIES:** Remedies pursuant to 2 GAR § 9101. Any dispute arising under or out of this contract is subject to the provisions of Chapter 9 (Legal and Contractual Remedies) of Guam Procurement Regulations (GAR chapter 9)

DISCOUNTS:

a) Notwithstanding the fact that prompt payment discounts may be offered, such offer will not be considered in evaluating bids for award unless otherwise specified in the Solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.

b) In connection with any discount offered, time will be computed from date of delivery and acceptance of the supplies to the destination as indicated in the purchase order or contract. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.

14. **GOVERNMENT FURNISHED PROPERTY:** No material, labor or facilities will be furnished by the Government unless otherwise provided for in the Solicitation.
15. **SELLER' INVOICES:** Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall be "certified true and correct" and shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended total. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.
16. **RECEIPT, OPENING AND RECORDING OF BIDS:** Bids and modifications shall be publicly opened in the presence of one or more witnesses, at the time, date, and place designated in the invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate by the Procurement Officer, shall be read aloud and recorded, or otherwise made available. The names and addresses of required witnesses shall be recorded at the opening. The opened bids shall be available for public inspection except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in accordance with Section 12, below. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices, makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary (Guam Procurement Regulations 2 GAR, Div. 4 §3109(k)).
17. **CONFIDENTIAL DATA:** If a bidder considers any information submitted in its bid to be confidential, the bidder must identify in writing to the Government those portions which it considers confidential, and must request in writing that those portions be kept confidential. Only trade secrets and proprietary data will be considered confidential. If there is a request for confidentiality, the Government will render a decision on the request as soon as practicable after bids are opened. The Government will advise any bidder requesting confidentiality, of the Government's decision in writing. If the Government does not agree with a bidder's request, then the Government will inform the bidder that it may lodge a protest regarding any part of the Government's decision by following the procedure for protests outlined in Chapter 9 of the Guam Procurement Regulations.
18. **STATEMENT OF QUALIFICATIONS:** The ability capacity and skill of the Bidders to perform; Whether the bidder can perform promptly or within the specified time; The quality of performance of the Bidder with regards to awards previously made to him; The sufficiency of the financial resources and ability of the bidders to perform; And the compliance with all of the conditions to the solicitation.
19. **WAGE AND BENEFIT COMPLIANCE-CONTRACTORS PROVIDING SERVICES:**
- (a) Contractor with regard to all person its employs whose purpose in whole or in part is the direct delivery of services contracted for with the Government of Guam in this procurement, shall pay such employees in accordance with the Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct deliverance of deliverables to the government of Guam. 5 GCA § 5801 Contractor shall be responsible for flowing down this obligation to its subcontractors.
- (b) The Wage Determination most recently issued by the U.S. Department of Labor at the time this Agreement was awarded to Contractor shall be used to determine wages and benefits which shall be paid to employees pursuant to this clause. 5 GCA § 5801
- (c) Should any contract contain a renewal clause, then at the time of renewal adjustments there shall be stipulations contained in that contract for applying the Wage Determination, so that the Wage Determination promulgated by the U.S Department of Labor on a date most recent to the renewal date shall apply. 5 GCA § 5801
- (d) In addition to the Wage Determination detailed above, health and similar benefits for employees having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor shall apply. Contractor shall pay a minimum of ten (10) paid holidays per annum per employee. 5 GCA § 5802
- Any violation of Contractor or its subcontractors obligations of this section shall be investigated by the Guam Department of Labor and may include a monetary penalty assessment by the Guam Department of Labor 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. 5 GCA § 5803
- (f) In addition to any and all other breach of contract actions the Government of Guam may have under this procurement, in the event there is a violation in the process set forth in subsection (e) above, Contractor may be placed on probationary status by the Chief Procurement Officer of the General Service Agency, or its successor, for a period of one (1) year.
- During the probationary status, a Contractor shall not be awarded any contract by any instrumentality of the Government of Guam. A Contractor who has been placed on probationary status, or has been assessed a monetary penalty pursuant to 5 G.C.A. Article 13 Title 5 may appeal such penalty or probationary status to the Superior Court of Guam. 5 GCA § 5804
- (g) Contractor along with all proposed offerors and submitter under this procurement were required to submit a Declaration of Compliance with Wage Determination laws as part of this procurement with a copy of the most recent Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor. 5 GCA §5805
- (h) The applicable USDOL Wage Determination Rate Revision (as defined by subsections (b) and (c)) is to this Agreement. Contractor agrees to provide upon written request by the Government of Guam written certification of its compliance with its obligations as part of each invoice, along with the names of any employees, their positions, and detailed wage and benefits paid in keeping with this section. Additionally upon request by Government of Guam the Contractor shall submit source documents as to those individuals provide direct services in part or whole under this Agreement and its payments to them of such wages and benefits.

20. **CONTRACTOR'S WARRANTY AS TO EMPLOYEES AND SEX OFFENSES. Reference 5 GCA 5253 (b):** Contractor warrants that no person providing services on behalf of the Contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry.

Contractor warrants that if any person providing services on behalf of Contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction. Any contractor found in violation of this section, after notice from the Government of Guam, after notice from the contracting authority of such violation, shall within twenty-four (24) hours, take corrective action and shall report such action to the contracting authority. Failure to take corrective action within the stipulated period may result in the temporary suspension of the contract at the discretion of the Government of Guam.

21. **LICENSING OR CERTIFICATE(S) OF EXEMPTIONS:** Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who cannot comply with the Guam Licensing Law. Specific information on license or exemptions may be obtained from the Director of Revenue and Taxation.
22. **DISCLOSURES OF MAJOR SHAREHOLDERS: (5 GCA § 5233)**
As a condition of submitted a bid, any partnership, sole proprietorship or corporation doing business with the Government of Guam shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten percent (10%) of the outstanding interest or shares in said month period immediately preceding submission of proposal.


Mandatory Federal Program Forms

Department of Public Health and Social Services, Division of Senior Citizens requires the Bidder to complete and include with the Invitation for Bid additional Mandatory Federal Program Forms. The Mandatory Federal Program Forms enclosed must be completed and included with the IFB. **Failure to complete and submit the forms will automatically disqualify the Bidder's submission to this IFB, as being non-responsive.** Furthermore, all Mandatory Federal Program Forms submitted by the Bidder awarded the contract will be open to public inspection and copying. The Mandatory Federal Program Forms include the following:

- a. Limited English Proficiency Certification (B-1);
- b. Certification of Non-Discrimination (B-2);
- c. Civil Rights Requirements (B-3);
- d. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (B-4);
- e. Compliance with Federal Laws and Regulations (B-5); and
- f. Uniform Guidance 2 CFR, Part 200 and 45 CFR, Part 75 for HHS Awards – Contract Provisions (B-6).

REQUIRED SIGNATURE. The authorized official of the submitting organization shall sign all documents required of this Invitation for Bid. If the Bidder is an entity other than a sole proprietor, the entity shall designate an official to act on behalf of the entity in submitting its Initiation for Bid. The designation shall be made as a resolution and memorialized in minutes, as may be appropriate. A copy of the resolution or minutes shall be attached to the cover letter. **Failure to comply with this provision will automatically disqualify the Bidder's submission to this IFB, as being non-responsive.**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION**

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion	
PROJECT INFORMATION:	
Project Name: <u>Elderly Nutrition Program-Congregate & Home Delivered Meals.</u>	
Project Number: <u>GSA-056-19</u>	
Data Universal Numbering System (DUNS) Number: _____	
Principal Contact: <u>SH Ent., Inc. / Hui Sook Min - Program Supervisor</u>	
<i>Firm Name / Contact Name / Title</i>	
<u>P.O.Box 9730 Tamuning, Guam 96931 / 649-0521</u>	
<i>Firm Address/ Phone Number/ Email Address: californiamart@yahoo.com</i>	
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion	
<i>Contractor-</i>	
(1) The undersigned certifies, by submission of this proposal, that it and its principals:	
(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal agencies;	
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;	
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and	
(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.	
(2) Where the undersigned is unable to certify to any of the statements in this certification, such Subrecipient/ Sub Grantee offeror shall attach an explanation to this proposal*.	
*Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency, dates of action, and the type of violation.	
I, the official named below, hereby swear that I am duly authorized to legally bind the prospective contractor to the above described certification. I am fully aware that this certification is made under penalty of perjury under the laws of Guam.	
	<u>Hui Sook Min / Vice-President</u>
Signature/Authorized Certifying Official	Typed Name and Title
<u>SH Enterprises, Inc.</u>	<u>10-9-19</u>
Prospective Contractor/Organization	Date Signed
Contractor License No. (if any) _____	

Instructions: Bidders need to sign and submit this form with the Bid.

UNIFORM GUIDANCE - CONTRACT CLAUSES

**Guam Department of Public Health & Social Services
Division of Senior Citizens
Federal Funds**

Uniform Guidance 2 CFR Part 200 (Appendix II) and 45 CFR, Part 75 (Appendix II) for HHS Awards - Contract Provisions

Offeror/Bidder/Contractor by signing below acknowledges, to the extent applicable, the following contract clauses apply to it in this procurement; and must be flowed down by Offeror/Bidder/Contractor in its contracts with subcontractors.

This procurement is funded in whole or part with federal funds (or is anticipated to be funded by federal funds in the future). The undersigned Contractor by affixing its signature below certifies its compliance in following, contract provisions, as applicable. (See 2 CFR Part 200 and 45 CFR, Part 75 for HHS Awards).

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards and
Appendix II to Part 75—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

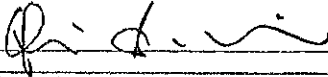
(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Procurement of Recovered Materials (see 2 CFR §200.322)—A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an alternative procurement program for procurement of recovered materials identified in the EPA guidelines.

See §75.331 Procurement of recovered materials.
[79 FR 75889, Dec. 19, 2014, as amended at 81 FR 19044, Apr. 4, 2016]

Signature of Authorized Official:	Date:
	10-9-19
Name of Authorized Official:	
Hui Sook Min / Program Supervisor	
Name of Organization:	
SH Enterprises, INC.	

Instructions: Bidders need to sign and submit this form with the Bid.

GUAM DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES ("DPHSS")

**FOR: NUTRITION SERVICES FOR THE COMPREHENSIVE
MANAGEMENT, OPERATIONS, AND MAINTENANCE OF THE ELDERLY
NUTRITION PROGRAM, CONGREGATE MEALS AND HOME-DELIVERED MEALS
COMPONENTS**

I. BACKGROUND INFORMATION

The Department of Public Health and Social Services, Division of Senior Citizens (hereinafter referred to as "DPHSS, DSC"), is procuring Nutrition Services for the Comprehensive Management, Operations, and Maintenance of the Elderly Nutrition Program, Congregate and Home-Delivered Meals Components. This will constitute a requirements contract wherein the lowest responsive and responsible bidder will be required to provide meals in the numbers required to the persons identified by Guam Public Health and Social Services.

The Division of Senior Citizens' State Office on Aging ("SOA") is charged with the responsibility of administering the Title III programs mandated by the Older Americans Act ("OAA") of 1965, as amended; the administration and development of Guam's Four Year State Plan on Aging (FY 2016-2019); and working with the Guam Council on Senior Citizens in the coordination and implementation of programs, activities, and services for the elderly.

Guam SOA provides Title III-C Elderly Nutrition Program Congregate and Home-Delivered Meals through funding from the Administration for Community Living, U.S. Department of Health and Human Services, as authorized through the Older Americans Act of 1965 ("OAA"), as amended and local government of Guam funds.

The purpose of the Elderly Nutrition Program is to: (1) reduce hunger and food insecurity; (2) promote socialization of older individuals; and (3) promote the health and well-being of older individuals by helping them gain access to nutrition and other disease prevention and health promotion services to delay the onset of adverse health conditions resulting from poor nutritional health or sedentary behavior (OAA Section 330). Services are provided through this program to individuals aged 60 or older, in a congregated setting or in their home. These services include meals, nutrition education, nutrition counseling, and nutrition screening and assessment, as appropriate (OAA Sections 331, 336, and 339). This program is clustered with the grants for supportive services and senior centers for purposes of this program supplement since these services, although separately earmarked, fall under the overall State planning process and process for allocation of funds.

Nutrition Quality Standards (OAA Section 339)

The OAA requires that all meals served using OAA funds must adhere to the current Dietary Guidelines for Americans ("DGAs"), provide a minimum of one-third of the Dietary Reference Intakes, meet state and local food safety and sanitation requirements and be appealing to older adults.

This bid involves a "highly susceptible population" as defined in the Guam Food Code, Title 26, Division 1, Chapter 4 of the Guam Administrative Rules and Regulations, Guam Public Law 33-20 to mean: persons who are more likely than other people in the general population to experience foodborne disease because they are: (1) immunocompromised; preschool age children, or older adults; and (2) Obtaining food at a facility that provides services such as custodial care, health care, or assisted living, such as a child or adult day care center, kidney dialysis center, hospital or nursing home, or nutritional or socialization services such as a senior center. Given the fact that the service of the meals is being provided to a highly susceptible population, the safety of the meals is important and as such, there are certain food safety guidelines that any vendor must meet for this long-term contract. In the event the Bidder fails to maintain the provision above, this will lead to non-compliance of Public Law 33-20 which may result in sanctions as a health regulated establishment.

Congregate Nutrition Services (OAA Section 331, also referred to as C1):

The Congregate Nutrition Services section of the OAA authorizes meals and related nutrition services in congregated settings, which help to keep older Americans healthy and prevent the need for more costly medical interventions. In addition to serving healthy meals, the program presents opportunities for social engagement, information on healthy aging and meaningful volunteer roles, all of which contribute to an older individual's overall health and well-being. The Congregate Nutrition program serves individuals who are age 60 or over, and in some cases, their caregivers, spouses and/or persons with disabilities.

Home-Delivered Nutrition Services (OAA Section 336, also referred to as C2):

The Home-Delivered Nutrition Services program of the OAA authorizes meals and related nutrition services for older individuals who are homebound. Home-Delivered meals are often the first in-home service that an older adult receives, and the program is a primary access point for other home and community-based services. The Home-Delivered Nutrition program serves frail, homebound or isolated individuals who are age 60 or over, and in some cases, their caregivers, spouses, and/or persons with disabilities.

For both, Congregate and Home-Delivered Nutrition Services, services are not intended to reach every eligible individual in the community. Services are targeted to those in greatest social and economic need with particular attention to:

- Low income individuals
- Minority individuals
- Older individuals in rural communities
- Older individuals with limited English proficiency
- Older individuals at risk of institutional care

Estimated Range of Meals Served:

Congregate Meals. The estimated range of meals served per day is seven hundred (700) to eight hundred (800) meals. For Fiscal Year 2019, meals served per day are not expected to exceed seven hundred eighty (780) meals.

Home-Delivered Meals. The estimated range of meals served per day is one thousand (1,000) to one thousand two hundred (1,200) meals. For Fiscal Year 2019, meals served per day are not expected to exceed one thousand one hundred eighty (1,180) meals. However, Public Health makes no guarantee as to the number of meals that will be required.

Meal Orders and Adjustments:

Congregate Meals. The Bidder shall receive meal orders of eligible clients from the DPHSS, DSC contracted service providers for the Adult Day Care (ADC) and Senior Center Operations (SCO) programs. Meal orders shall be communicated to the ENP Bidder by the ADC and SCO service providers by 3:00 p.m. for the next service day. Adjustments to the meal orders due to an increase or decrease of eligible clients shall be coordinated between the ADC and SCO service providers and the ENP Bidder no later than 9:30 a.m. on the scheduled day of meal service.

Home-Delivered Meals. The Bidder shall receive meal orders of authorized clients from the DPHSS, DSC contracted service provider for the Case Management Services (CMS) program. Changes and additions to authorized meal orders shall be communicated to the ENP Bidder by the CMS service provider. Adjustments to the meal orders due to an increase or decrease of authorized clients shall be coordinated with the CMS service provider and the ENP Bidder.

The meal pattern below is a requirement of the ENP, which meals shall be based upon:

a.	Meat/Poultry/Seafood	3oz. edible portion exclusive of skin, fat and bones (after cooking); or 5 oz. which includes 3 oz. edible portion, exclusive of skin, fat and bones (after cooking) plus at least 2 oz. of casserole or mixture.
b.	Vegetable/Salad	½ cup cooked and unbuttered as a separate item; or 1 cup raw salad (e.g., cucumber or cabbage) with dressing.
c.	Rice/Bread/Mashed Potatoes	1 cup rice; or 1 serving enriched bread or dinner roll; or 1 cup mashed potatoes with gravy.
d.	Margarine/Butter	1 tsp. when bread or dinner roll is served.
e.	Milk	½ pint low fat or skim.
f.	Fruits	½ cup without syrup; or 1 whole fruit.
g.	Condiments	Individually packed salt and black pepper packets.

ALL OR NONE AWARD.

SCOPE OF SERVICES: PROGRAM SPECIFICATIONS

Background: The Guam State Office on Aging (SOA) under the Division of Senior Citizens, Department of Public Health and Social Services, is responsible for coordinating all activities related to older persons on Guam as required under the Older Americans Act, and through Guam Public Law 31-278. A copy of the current approved Guam Four Year State Plan on Aging is available at the Guam Department of Public Health and Social Services URL website at dphss.guam.gov.

The Division of Senior Citizens is charged with the responsibility to provide Supportive Services to help seniors remain in their communities. In accordance with the Older Americans Act of 1965, as amended in 2006, the Elderly Nutrition Program (ENP), Congregate Meals Nutrition Services shall be provided to older individuals age sixty (60) years and older authorized by Case Management Services (CMS) program and the Senior Center Operations (SCO) program service providers. Further, Home-Delivered Meals Nutrition Services shall be provided to older individuals age sixty (60) years and older authorized by Case Management Services (CMS) program.

The target population to serve are older individuals with greatest economic need and older individuals with greatest social need (with particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas) (Ref. Section 305(a)(2)(E) of the Older Americans Act of 1965, as amended). The Bidder shall target and serve older individuals with disabilities (with particular attention to individuals with severe disabilities) and enhance services and develop collaborative programs, where appropriate, to meet the needs of older individuals with disabilities (Ref. Section 307(a) (17) of the Older Americans Act of 1965, as amended).

Title III-C Nutrition Services. This program ensures the provision of a hot, nutritious meal that meets a minimum of 33 and 1/3 percent of the current daily Recommended Dietary Allowance (RDA), as established by the Food and Nutrition Board of the National Academy of Sciences, National Research Council. The meal service provided is lunch and the Guam SOA has designed the nutrition services contract to provide additional meal service, such as breakfast or dinner, should additional local funds be appropriated.

1) Elderly Nutrition Program (ENP) - Congregate Meals (C1). ENP C1 Congregate Meals Program services are provided to individuals age 60 years or older and their spouse, regardless of age, if accompanying the senior, in a congregate setting Monday through Friday, except on Federal and local holidays. The Government reserves the option of providing meals to volunteers working at the Centers and to individuals who have a disability whom otherwise meet Federal and local criteria. There are 15 congregate sites which include the 12 Senior Citizens Centers and the three (3) Adult Day Care Centers.

2) Elderly Nutrition Program (ENP) - Home-Delivered Meals (C2). The ENP C2 Home-Delivered Meals Program provides nutrition services to individuals age sixty (60) years or older who are homebound and have difficulty performing at least two (2) Activities of Daily Living and their spouse who serves as a primary caregiver regardless of age, in a home setting Monday through Sunday, except on the 10 recognized holidays as determined in mutual agreement by the DPHSS, DSC and the contracted Bidder. If a senior accesses this service to the program's maximum service level, the senior could avail themselves of 355 meals in a fiscal year.

PROJECT OBJECTIVES:

Program Intent. To provide hot, nutritious meals that meet the minimum of 33 and 1/3 percent of the current daily Recommended Dietary Allowances (RDA) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences to eligible individuals, in a congregate setting and home setting.

Congregate Nutrition Services are provided to individuals age (60) years or older at designated congregate sites authorized by CMS or determined by SCO to be eligible:

1. **Entry Point.** The CMS and SCO are entry points for eligible individuals for Nutrition Services in a congregate setting. The eligible individual shall be sixty (60) years or older and attending congregate sites for the ENP, as designated by the DPHSS, DSC.
2. The CMS and SCO shall coordinate with the Elderly Nutrition Program (ENP) Bidder for effective and efficient delivery of congregate meals to eligible clients at designated congregate sites.

3. The DPHSS, DSC reserves the option to provide Nutrition Services to the underage spouse of the eligible client, to volunteers working at the designated congregate sites and to individuals who have a disability who meet Federal criteria.
4. The DPHSS, DSC reserves the option of expanding Nutrition Services on weekends and holidays, as well as breakfast and/or dinner services.

Home-Delivered Nutrition Services are provided to eligible clients who are, as determined by the Title III Case Management Services (CMS) program, to be functionally impaired because:

1. The individual is unable to perform at least two (2) of the following Activities of Daily Living (ADL) without personal assistance, standby assistance, supervision or cues: eating, dressing, bathing, toileting, transferring in and out of bed/chair, and walking; or
2. The individual has a cognitive or other mental impairment, and requires substantial supervision because he/she behaves in a manner that poses a serious health or safety hazard to the individual or to other individuals; or
3. The individual has been determined to be eligible based on a comprehensive assessment of the individual, inclusive of temporary and permanent impairments. In cases where there is no evidence manifested of the impairments, a Physician's Certification of Individual's Eligibility for Services is required for services to commence.
4. The DPHSS, DSC reserves the option to provide Nutrition Services to the underage spouse of the eligible client, caretakers of the eligible client and to individuals residing in the home who have a disability whom otherwise meet Federal criteria.
5. The DPHSS, DSC reserves the option to provide Nutrition Services to the spouse of the eligible client who is 60 years and older and who is the caretaker of the eligible client residing in the home as determined by the Title III Case Management Services program.
6. The Elderly Nutrition Program Bidder shall provide the CMS information on the status of the eligible clients authorized to receive Nutrition Services, such as, and not limited to, when they attempt to deliver a meal and the authorized client is not home or is advised that the authorized client has been hospitalized. In such cases, Nutrition Services shall be suspended until the authorized client is able to receive the meal service.

The Bidder shall comply with the provisions of Title III C1 Congregate Meals and Title III C2 Home-Delivered Meals of the Older Americans Act of 1965, as amended, and the Code of Federal Regulations (45 CFR Chapter XIII, Subchapter C, Part 1321), and the most recent Dietary Guidelines for Americans as published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture, url: www.dietaryguidelines.gov and the Recommended Dietary Allowances (RDA) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences. The current Dietary Guidelines for Americans is available for download at <http://www.dietaryguidelines.gov> to this procurement and incorporated herein as it is fully rewritten. As more recent updated versions of the Dietary Guidelines for Americans are issued by the federal government and become available they will automatically be incorporated herein. It is the Bidder's responsibility to be updated and current with any such laws, regulations and guidelines.

The Elderly Nutrition Program Congregate Meals and Home-Delivered Meals nutrition services being acquired is to be funded by the Department of Health and Human Services, Administration for Community Living, through the Older Americans Act, as amended, Grant Number: 1901GUOACM (Congregate Meals) and 1901GUOAH (Home-Delivered Meals), Catalog of Federal Domestic Assistance (CFDA) Number 93.045, Title III C1 and C2, and local government of Guam funds being allotted, allocated and certified.

If funds for this Invitation for Bid (IFB) are not secured for any reason, the Government reserves the right to cancel this procurement consistent with Guam procurement law and regulations. This IFB and any contract issued under it shall be modified in writing at any time due to changes in Federal statutes or regulations, a material change in local law, organization, or policy changes in local or federal funding.

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II. BID ITEMS

General:

All bid price offers shall be irrevocable for the duration of the contract term. DPHSS is seeking Nutrition Services for the Comprehensive Management, Operations, and Maintenance of the Elderly Nutrition Program, Congregate Meals and Home-Delivered Meals Component by local qualified Nutrition Vendors who are licensed firms to provide Nutrition Services. Nutrition Services requirements must adhere to the specifications herein. The bid shall be awarded based on total cost which must include all fees, costs, maintenance expenses and other requirements specified in the bid. The lowest responsive and responsible bid will be given the award. "All or None Award" Reference page 28, ¶7 of the General Terms and Conditions.

<u>Item No:</u>	<u>Description:</u>	<u>Term:</u>	<u>Total Bid Amount:</u>
1.0	Nutrition Services for the Comprehensive Management, Operations, and Maintenance of the Elderly Nutrition Program, Congregate Meals Component	Three (3) years with the option to renew for two (2) additional fiscal years.	\$ <u>1,090,550.</u>

Note: Congregate bid price is to be determined by taking the estimated number of service days (250) multiplied by the estimated number of clients (780) multiplied by the proposed per meal unit price to obtain a total bid (e.g.: 250 service days x 780 x unit price per meal = \$5.49 Total Bid Amount).

<u>Item No:</u>	<u>Description:</u>	<u>Term:</u>	<u>Total Bid Amount:</u>
2.0	Nutrition Services for the Comprehensive Management, Operations, and Maintenance of the Elderly Nutrition Program, Home-Delivered Meals Component	Three (3) years with the option to renew for two (2) additional fiscal years.	\$ <u>2,718,661.</u>

Note: Home delivery bid price is to be determined by taking the estimated number of service days (355) multiplied by the estimated number of clients (1,180) x proposed unit price per meal to obtain the total bid amount (e.g., 355 service days x 1,180 estimated clients x unit price per meal = Total Bid Amount).

\$6.49

General Specification on Item 1.0:

1. Term and Options:

The contract term shall be for three (3) years with the option to renew for two (2) additional fiscal years. DPHSS shall have the authority to renew the agreement for the additional one year terms by providing notice to the Bidder of DPHSS's intent at least 30 days in advance of end of the initial 12 month term and annually thereafter. Exercise of the extension is reserved for the Territory's discretion only. Bidder shall not have the option to withhold its consent to the extension. At least thirty (30) days in advance of the conclusion of the initial 12 months term. Prices to remain the same for the duration of the contract period. DPHSS and the vendor providing nutrition services shall meet to discuss the prices for the contract extension. Prices shall be established in a manner provided for by the Guam Procurement Code and justification of the increase being requested. **(Reference Page 82, ¶15.2 Bid Price/Escalation Clause)**

2. Option to Cancel:

DPHSS reserves the right to cancel this contract for the convenience of DPHSS without penalty at any time during the contract term. DPHSS may exercise this right by providing the Vendor sixty (60) days advance written notice of its intent to cancel the contract.

3. Commencement:

The Nutrition Services for the Comprehensive Management, Operations, and Maintenance of the Elderly Nutrition Program, Congregate Meals and Home-Delivered Meals Components shall be available for DPHSS not later than _____ and means that the Vendor shall comply with the terms and conditions of the bid by said date. All bids shall indicate the earliest date will be available for by DPHSS. DPHSS may exercise the option to commence nutrition services earlier.

General Specification on Item 2.0: Elements of Elderly Nutrition Program Congregate Meals and Home-Delivered Meals Component

2.1 Congregate Number of Clients to be Served Requirement:

The Bidder shall serve an estimated range of seven hundred (700) to eight hundred (800) eligible and authorized clients at the designated congregate sites which include the twelve (12) Senior Citizen Centers and three (3) Adult Day Care Centers. The average number of congregate meals served for the reporting month of September 2015 is six hundred sixty-two (662) meals and for September 2016 is five hundred forty-three (543) meals. For September 2015, there were twenty-one (21) service days, and for September 2016, there were twenty-five (25) service days.

- a. Senior Citizens Centers. Currently, the twelve (12) Senior Citizens Centers are as follows: Agana Heights, Agat, Astumbo, Dededo, Inarajan, Mangilao, Merizo, Santa Rita, Sinajana, Tamuning, Yigo, and Yona/Talofofo.
- b. Adult Day Care Centers. The three (3) designated Adult Day Care Centers are located as follows: (1) Adult Day Care – North shall be located in the central region of Guam and (2) Adult Day Care – South shall be located in the southern region of Guam and (3) Adult Day Care – Dementia specific located at 220 Chalan Despacio Street, Wusstig Road, Dededo, Guam.
- c. For the reporting months of September 2015 and 2016, the number of ENP Congregate meals ordered and the average of ENP meals served for the Senior Citizens Centers and Adult Day Care Centers (Centers) are as follows:

No.	Centers	September 2015 Meals Ordered (FY2015)	September 2016 Meals Ordered (FY2016)
1	Agana Heights	393	330
2	Agat	1,016	966
3	Astumbo	1,225	1,320
4	Dededo	2,717	2,856
5	Inarajan	193	191
6	Mangilao	756	660
7	Merizo	377	290
8	Santa Rita	333	399
9	Sinajana	1,171	954
10	Tamuning	2,536	2,486
11	Yigo	974	822
12	Yona/Talofofo	450	328
	Sub-Total	12,141	11,602
13	Adult Day Care Barrigada	664	819
14	Adult Day Care Dededo	816	927
15	Adult Day Care South	298	239
	Sub-Total	1,778	1,985
	TOTAL	13,919	13,587

In September of FY2015, there were 21 service days for a total of 13,919 meals ordered, for an average of 662 meals served per service day.

In September of FY2016, there were 25 service days authorized for a total of 13,587 meals ordered, for an average of 543 meals served per service day.

2.2 **Home-Delivered Number of Clients to be Served Requirement:**

The Bidder shall serve an estimated range of one thousand (1,000) to one thousand two hundred (1,200) to eligible and authorized frail individuals. The average number of Home-Delivered meals served for the reporting month of September 2015 is one thousand one hundred forty-six (1,125) meals and for September 2016 is one thousand one hundred twenty-five (1,125) meals. For September 2015, there were twenty-nine (29) service days, and for September 2016, there were twenty-nine (29) service days.

No.	Area	September 2015 Meals Ordered (FY2015)	September 2016 Meals Ordered (FY2016)
1	Agana Heights	666	689
2	Agat	1,697	1,600
3	Anigua	253	212
4	Asan	164	210
5	Barrigada	2,173	2,660
6	Chalan Pago	991	1,011
7	Dededo	9,272	8,517
8	Harmon	319	100
9	Inarajan	232	201
10	Maina	247	173
11	Maite	244	208
12	Mnlojloj	415	408
13	Mangilao	2,676	2,378
14	Merizo	963	898
15	Mongmong	261	399
16	Ordot	275	336
17	Piti	368	272
18	Santa Rita	1,614	1,607
19	Sinajana	1,268	1,285
20	Talofoto	904	859
21	Tamuning	1,652	1,653
22	Toto	874	835
23	Tumon	423	782
24	Umatac	315	178
25	Yigo	3,266	3,852
26	Yona	1,084	1,086
	TOTAL	32,616	32,409

In September of FY2015, there were 29 service days for a total of 32,616 meals ordered, for an average of 1,125 meals served per service day.

In September of FY2016, there were 29 service days for a total of 32,409 meals ordered, for an average of 1,118 meals served per service day.

2.3 **Nutrition Services:**

Congregate Meals. Elderly Nutrition Program services shall be provided to eligible individuals in approved DPHSS, DSC designated congregate sites Monday through Friday. However, upon the Bidder being notified and authorized as funds are appropriated, allocated, and allotted by the DPHSS, DSC, Nutrition Services shall be provided on weekends and/or holidays, which may include breakfast and/or dinner services. Elderly Nutrition Services shall occur no later than two (2) working days after receipt of Intake, Profile and Referral Form and Determine Your Nutritional Health Form (Refer to Appendix D-1) from the CMS or SCO or service provider.

Home-Delivered Meals. Elderly Nutrition Program services shall be provided to eligible individuals in a home setting Monday through Sunday. However, upon the Bidder being notified and authorized as funds are appropriated, allocated, and allotted by the DPHSS, DSC, Nutrition Services shall be provided on holidays, which may include breakfast and/or dinner services. Elderly Nutrition Services shall occur no later than two (2) working days after receipt of Intake, Profile and Referral Form and Determine Your Nutritional Health Form (Refer to Appendix D-1) from the CMS service provider.

Department of Public Health and Social Services Rating Requirement. The Older Americans Act Amendment Nutrition Services Program provides the most frail and vulnerable older adults with nutrition services that are helping them to stay in their communities. Therefore, in order to ensure that Guam's Senior Citizens, who are an at risk population, are served the highest quality food, Department of Public Health and Social Services requires the Vendor to maintain a "B" rating or above throughout performance of this Bid. If the vendor receives a C or D rating, it is automatic grounds for termination.

2.4 **Bidder Assurances:** It is requirement for Bidder to provide the following:

2.5

- a. ✓ Bidder agrees to submit evidence of latest graded Food Inspection Report issued by the Guam Department of Public Health and Social Services, Division of Environmental Health for the past 12 months preceding the submission of the bid
- b. ✓ Absent Food Inspection Report for the past 12 months, the Bidder agrees to undergo inspection by the Guam Department of Public Health and Social Services, Division of Environmental Health prior to receiving the award of a contract in the event the bidder in this category is the lowest responsive and responsible bidder
- c. ✓ Bidder agrees that in the event the Bidder receives a grade lower than a "B" from the Guam Department of Public Health and Social Services, Division of Environmental Health inspection in accordance with 2.4 b. above, the Bidder shall then be disqualified as a Bidder for this IFB.
- d. ✓ Bidder agrees to provide notarized Certification of Assurance that Delivery Drivers will be in place prior to executing the contract and Delivery Drivers will be familiar with delivery route for Congregate and Home-Delivered Meal service delivery within the specified delivery period. A map of all clients will be provided to Vendors to assist with pricing the bid. Please note, drivers shall be required to comply with all applicable laws, rules and regulations relative to food delivery and operation of vehicles on the roads of Guam.
- e. ✓ Bidder agrees to provide an approved and certified Hazard Analysis Critical Control Point (HACCP) plan to DPHSS, DSC within 30-days upon award of this IFB.
- f. If Bidder was awarded a government contract during the previous three (3) years, list citations in the areas of procurement, questioned costs, material weaknesses and your organization's non-compliance with contract provisions. Include the status or resolution of each listed.
 - a. If Bidder was awarded a government contract, list occurrences in which your organization failed to submit timely audits and reasons for such failure to submit within the last three (3) years, as applicable.
 - b. List Bidder's defaults of material and financial obligations over Five Thousand Dollars (\$5,000.00). Indicate any liens or levies attached to your organization's property or earnings as a result of such obligations, and the status and resolution of each obligation.
 - c. Bidder shall provide a copy of your organization's Financial Statement for the past three (3) years.
 - d. If Bidder is a tax-exempt organization, the Bidder shall attach a copy of their latest Annual Information Return including Form 990, schedules and supporting documents [Ref. 26 CFR Part 301 §6104(d)].
 - e. The Bidder who is a partnership, sole proprietorship, or corporation shall submit a notarized affidavit that lists the name and address of any person who has held more than ten percent (10%) of the outstanding interest or shares in the organization at any time during the 12 month period immediately preceding submission of this proposal (Ref. Title 5 GCA, Article 3, Part D, §5233).
 - (1) The affidavit shall contain the number of shares or the percentage of all assets of the organization that were held by each such person during the 12 month period.

- (2) The affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to this proposal and shall also contain the amounts of any such commission, gratuity or other compensation.
- f. The Bidder shall provide a notarized statement of their financial stability that, the Bidder has the financial resources to pay for services charged to the DPHSS each month the Bidder submits its Monthly Program Invoice (MPI). Bidder agrees any charges to DPHSS that is determined to not have been paid and is charged to DPHSS by way of the MPI, the amounts charged will be deducted from the Bidder's MPI.
- g. The Bidder shall provide documentation from the Department of Labor's Wage and Hour Division on the status of claims filed against the Bidder and if there are no claims on record, this should be requested of the Department of Labor to state as well.
- h. The Bidder shall provide DPHSS of any notifications from the IRS on liens imposed on the Bidder, now and in the future.
- i. The Bidder shall attach a copy of their latest business license or certification, or statement of exemption from the Department of Revenue and Taxation.

General Specification on Item 3.0: Client Registration and Maintenance

- 3.1 **Registered Client.** For the purposes of the ENP, a client who receives a congregate meal and home-delivered meal within the reporting fiscal year (October 1 through September 30) is counted as a registered client. The Bidder shall be responsible for registering clients and tracking deceased clients within the reporting fiscal year.
- a. Intake, Profile and Referral Form. The Bidder shall use the Intake, Profile and Referral ("IPR") Form, attached, upon being awarded this IFB which will be used to enroll and activate services for the ENP client. In addition, the DPHSS, DSC IPR Record Change and Service Form, attached, shall be used to update or change a client's IPR. The Bidder shall make contact with Adult Day Care ("ADC"), Case Management Services ("CMS") or Senior Center Operations ("SCO") no later than two (2) working days after receipt of the IPR to coordinate the ENP client's registration for ENP services. The Bidder shall make contact with CMS for Home-Delivered Meals Service.
 - b. For Home-Delivered Meals:
 - (1) The Bidder shall ensure that copies of all initial and Record Change and Service IPR forms for clients age 60 and older are forwarded to the DPHSS, DSC's Service Provider for Case Management Services Program within two (2) days of receipt of IPR referral or update, unless the case requires immediate attention, which shall be referred to CMS program on the same day.
 - (2) The Bidder shall make contact with the ENP client no later than two (2) working days after receipt of the IPR to coordinate the ENP client's registration for ENP services.
 - (3) The Bidder shall ensure ENP Client Registration Process includes provisions to address and inform clients that all pets at their home shall be controlled in accordance with Public Law 22-13 and 26-76 to ensure the proper delivery of services. In addition, the provision shall also account for the proper restraint of all in-door pets.
 - (4) The Bidder shall maintain a Binder that contains the most current delivery roster of the Bidder's designated route supported by a map to each client's residence of where the meal is to be delivered. The map to each client's residence is a part of the IPR or IPR Record Change Form transmitted by the CMS Program to the Bidder of this program. The maps should be in line with the delivery roster which may not be in alphabetical order. Each Binder shall be labeled by the ENP designated route(s).

The Bidder shall provide a copy of the Binders to the DPHSS, DSC and provide updated Binders on a weekly basis by 3:00 p.m. every Friday. The Bidder shall be prepared to relinquish and deliver to the DPHSS, DSC within one (1) hour of being notified by DPHSS, DSC, all Binders containing the most current delivery roster of the Bidder's designated route supported by a map to each client's residence of where the meal is to be delivered.

- (5) The Bidder shall report to CMS program significant changes in the physical, mental and social conditions, as observed in its regular contact with ENP clients.
 - (6) In collaboration with CMS program, the Bidder shall maintain a current list of ENP clients who are High Risk and require Emergency Assistance in response to critically emergent situations to protect and safeguard the life and safety of vulnerable and high risk clients to be readily available to be transmitted to the DPHSS, DSC and Guam Homeland Security in preparation or response to impending storm or a man-made or natural disaster, to include clients residing in low-line areas and where flooding occurs.
- c. The Bidder shall ensure that ENP clients are enrolled into the database designated by DPHSS, DSC within twenty-four (24) hours of receipt of the IPR or Record Change and Service Form. Upon awarding of this IFB, the Government shall notify the Bidder as to the database to be used to enroll ENP clients.
 - d. Wait List. The Bidder shall include in the registration process a wait-list of names of eligible ENP clients currently waiting to receive ENP services.
 - e. Duplication of Services. The Bidder shall ensure that all ENP nutrition services funded through this procurement are coordinated with other appropriate services in the community, and that these services do not constitute an unnecessary duplication of service provided by other sources.

General Specification on Item 4.0: Prioritization of Services

4.1 Guam State Office on Aging (SOA) (DPHSS, DSC) recognizes the unique situation in which the demand for services may outweigh the available resources. Therefore, the following scale shall be used as a guideline to prioritize the provision of services to those in greatest socio-economic need, as necessary and directed by the Guam SOA:

- a. Purpose. When demand outweighs resource, the Bidder shall request from the Guam SOA for the activation of the Prioritization of Services. In addition to the request to activate the Prioritization of Services, the Bidder shall also state what it would take to address the wait-list to include projected cost to address the wait-list.
- b. Need. Based on the need to activate this provision, the number of persons to be served will be determined by the existing conditions at the time of implementation. In the event that the number of available slots is not sufficient to provide services to the number of persons determined, to be at-risk and in need of services, the number of Activities of Daily Living (ADL) impairments will be applied to this distinct group as an additional determining factor as to who will receive for services from this program.
- c. Procedures. When the Bidder receives notification from the Guam SOA to activate the application of the Prioritization of Services point system, the entire list of eligible clients shall be ranked. The entire list is defined as all who are receiving services, those on a partial or wait list, as well as new referrals.

Upon receiving approval to proceed with the activation of the Prioritization of Services or is guided by the Guam SOA otherwise, the Bidder shall act according to the response provided by the Guam SOA.

In the event the decision is to activate the Prioritization of Services, the guide provided will be used to determine of all registered clients in the program, the ranking order of the clients in greatest socio-economic need with the client listed as number 1 being the first client to receive services.

The Prioritization of Services scale will be based on a point system in three (3) focal areas, the older individual's: (1) mobility, (2) degree of existing support system, and (3) housing condition.

Activities of Daily Living (ADL) – The inability to perform one or more of the following six Activities of Daily Living without personal assistance, stand-by assistance, supervision or cues: <i>eating, dressing, bathing, toileting, transferring in and out of bed/chair, and walking.</i>	
Point System	1 point will be added to clients with 1-2 ADL impairments.
	2 points will be added to clients with 3-4 ADL impairments.
	3 points will be added to clients with 5-6 ADL impairments.

Another determining factor in this point system may include whether the older individual is responsible for the care of a dependent. Clients will be given an additional one (1) point if they are also caregivers. Any application of a scale of similar or like form is permissible provided prior authorization is granted by the Guam SOA.

Greatest priority will be given to older individuals in descending order, with nine (9) being the highest possible points garnered translating to the older individual in greatest socio-economic need.

Point System	Mobility	Support System	Housing Condition
1	Cane or Walker	Support available; but not living in same household	Full concrete structure
2	Wheelchair users	Minimal support; but not regularly available	Semi-concrete structure
3	Homebound and bedridden	No support system in place	Tin and wood structure

After applying the Prioritization of Services (POS) and the demand for services still outweigh the available resources the Bidder is required to advise the Guam SOA who will provide additional guidance and direction to the Bidder as to other variables and/or conditions to assess to reduce the demand to meet the available resources. At the time of the initial assessment, clients, to include their caregivers, will be informed that when the prioritization of services is implemented and the client is not determined to be in greatest social and economic need, they would be removed from the program until such time a slot is open and they are identified, after all clients have been re-prioritized, that they are determined to be next qualified to be re-instated into the program.

- d. The catalyst for the POS to be activated by the Guam SOA is dependent on the Guam SOA receiving official notification from the Bidder that all vacancies are filled, there are no funds available for reprogramming to address the waitlist, and there are clients on the wait list for over 30 calendar days. The Bidder is required to provide notification and state the cost to provide services to those on the waitlist and partial services list as well as the cost to provide services to additional clients for the remainder of the contract year.
- e. When the Bidder receives notification from the Guam SOA to activate the application of the (POS) point system, the entire list of eligible clients will be ranked. The entire list is defined as all who are receiving services, those on a partial or waiting list, as well as new referrals. The Bidder is required to advise all Case Management Services (CMS) clients of this provision which will also be documented in each case file.
- f. In the event the Bidder implements the POS absent the notification from the Guam SOA, the Bidder's Monthly Program Invoice (MPI) shall be reduced by 25% for non-compliance with this provision of the agreement.

General Specification on Item 5.0: Elements of ENP Operations Congregate and Home-Delivered Meals

5.1 **Office Hours.** The Bidder shall ensure office hours are provided for the Elderly Nutrition Program from 8:00 a.m. to 5:00 p.m., Monday through Friday, except on the ten (10) identified holidays in compliance with the Health and Welfare benefits as provided by the U.S. Department of Labor provisions for Guam.

5.2 **Meal Service Hours:**

Congregate Meal Service Hours. The Bidder shall deliver congregate meals no earlier than 11:00 a.m. and no later than 12:30 p.m., Monday through Friday, except on the ten (10) identified holidays in compliance with the Health and Welfare benefits as provided by the U.S. Department of Labor provisions for Guam. The DPHSS, DSC reserves the option to expand meal services, which may include additional service times, as funding becomes available. No meals shall be delivered after 2:30 p.m. The Bidder shall notify ADC and SCO service providers and the DPHSS, DSC.

Home-Delivered Meal Service Hours. The Bidder shall deliver home-delivered meals no earlier than 10:00 a.m. and no later than 12:30 p.m., Monday through Sunday, except on the ten (10) identified holidays in compliance with the Health and Welfare benefits as provided by the U.S. Department of Labor provisions for Guam. The DPHSS, DSC reserves the option to expand meal services, which may include additional service times, as funding becomes available. No meals shall be delivered after 2:30 p.m. The Bidder shall notify homebound clients, CMS and the DPHSS, DSC.

5.3 **Operational Requirements.** The Bidder shall provide the personnel, equipment and supplies to provide ENP nutrition services.

5.4 **Food Safety and Sanitation.** The Bidder shall comply with all governing statutes and rules and regulations of the Guam Department of Public Health and Social Services and other federal and local regulatory agencies for the requirements on, but not limited to, food safety and sanitation.

The Bidder shall not have repeated Critical Violations or 6 point demerit repeated from the last Quarterly and/or Regular Inspection for highly susceptible population performed by local food safety and sanitation inspection, performed by the Division of Environmental Health of the Department of Public Health and Social Services.

5.5 **Preparation of Meals:**

Congregate Meals. The Bidder shall have the ability to prepare estimated range of seven hundred (700) to eight hundred (800) hot nutritious meals per service day in a central kitchen or alternate approved kitchen and to deliver them to designated congregate sites.

Home-Delivered Meals. The Bidder shall have the ability to prepare estimated range of one thousand (1,000) to one thousand two hundred (1,200) hot nutritious meals per service day in a central kitchen or alternate approved kitchen and to deliver them to authorized homebound clients.

5.6 **Food Quality and Taste:**

- a. In purchasing food, preparing and delivering meals in the performance of this IFB, the Bidder shall follow appropriate procedures to preserve the nutritional value and food safety of the meals provided. It is encouraged for the Bidder to "Buy Local" for this nutrition program.
- b. Meals shall be prepared no earlier than four (4) hours prior to their delivery to the designated congregate and home-delivered sites.
- c. Meals shall be low in saturated fat, sodium and cholesterol and prepared in a manner acceptable for persons with diabetes or hypertension. Monosodium Glutamate (MSG) shall not be used.
- d. Meals delivered to the designated congregate sites must follow temperature requirements of 41°F and below for cold holding and 140°F and above for hot holding, or apply for applicable variances, as required by the Guam Food Code.
- e. Meat, fish and poultry shall be tender and easy to chew. For the authorized clients who cannot consume solid foods, mechanical soft, chopped (chunky or diced), pureed or blenderized meals shall be provided upon the request of the client or as indicated by the ADC, CMS or SCO programs.
- f. There shall be no serving of fried foods and Basa fish.

- 5.7 **Meal Pattern.** The Bidder shall ensure meals comply with the provisions of Title III C1 Congregate Meals and C2 Home-Delivered Meals of the Older Americans Act of 1965, as amended and the Code of Federal Regulations (45 CFR Chapter XIII, Subchapter C, Part 1321) and most recent Dietary Guidelines for Americans published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture and shall furnish a minimum of 33 and 1/3 percent of the current daily Recommended Dietary Allowance (RDA), as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences.

Meals must conform to the following pattern:

a.	Meat/Poultry/Seafood	3 oz. edible portion, exclusive of skin, fat and bones (after cooking); or 5 oz. which includes 3 oz. edible portion, exclusive of skin, fat and bones (after cooking) plus at least 2 oz. of casserole or mixture.
b.	Vegetable/Salad	1/2 cup cooked, unbuttered, as a separate item; or 1 cup raw salad (e.g., cucumber or cabbage) with dressing.
c.	Rice/Bread/Mashed Potatoes	1 cup rice; or 1 serving enriched bread or dinner roll; or 1 cup mashed potatoes with gravy.
d.	Margarine/Butter	1 tsp. when bread or dinner roll is served.
e.	Milk	1/2 pint low fat or skim.
f.	Fruits	1/2 cup without syrup; or 1 whole fruit.
g.	Condiments	Individually packed salt and black pepper packets.

- 5.8 **Menu Preparation.** The Bidder shall ensure menus are prepared for cycles of four (4) weeks and changed monthly. Menus shall be submitted by the Bidder to the DPHSS, DSC, no more than thirty (30) working days prior to their implementation.

- u. **Menu Meal Variety.** The Bidder shall ensure there is a variety of menu meal items on the Monthly Menu to be submitted to the DPHSS, DSC. The Bidder shall ensure that no more than two (2) of the same menu items shall be served within two (2) consecutive weeks.
- b. **Meal Substitutions.** There shall be no meal substitutions unless the Bidder provides documentation from the Bidder's supplier(s) stating on supplier's letterhead: Date of Order, Date Bidder's supplier notified Bidder of supplier's inability to provide the food item. Additionally, it is the responsibility of the Bidder to provide this written documentation of the Bidder's efforts to obtain food item(s) from other suppliers.
- c. **Menus and meals substitutions shall be approved, signed and dated by a Licensed Dietitian (LD) or utilize the expertise of a dietician or other individual with equivalent education and training in nutrition science prior to their submittal to the DPHSS, DSC.**

- 5.9 **Monthly Meal Menu Distribution.** The Bidder shall distribute approved Monthly Meal Menus to the ADC Centers, CMS and SCO and service providers and DPHSS, DSC. Any changes to the menu shall be communicated by the Bidder to the ADC, CMS, SCO and the DPHSS, DSC no later than the day prior to the change.

- 5.10 **Requests for Special Meals.** The Bidder shall provide special meals, where feasible, reasonable and appropriate, to meet the particular dietary needs arising from the health or religious requirements of eligible clients; however, special meals do not include liquid supplement. The ADC, CMS and SCO Program Managers shall coordinate with the Bidder for the provision of special meals which shall be supported in the following manner:

- a. A senior requesting a special meal for health related reasons shall provide a signed statement from their physician or licensed nutritionist stating the medical necessity for special meals and the types of foods the clients can or cannot consume.
- b. A senior requesting a special meal for religious reasons shall provide a signed statement from their priest, rabbi, pastor, etc. attesting to the dietary requirements of their faith that meet the 33 and 1/3 RDA.
- c. Vegetarian meals shall meet the most current RDA, the nutritional needs of the senior client, shall be based on careful diet planning by a registered dietitian or nutritionist based on food servings delineated in the Food Guide Pyramid and shall be approved by a physician.
- d. The ADC, CMS or SCO Service Provider shall provide the Bidder with copies of supporting documentation for each special meal request which the Bidder shall maintain in the client's file. Special meals shall not be provided without proper documentation. Meals not requiring documentation include regular meal, mechanical soft, chopped (chunky or diced), pureed or blenderized meals. All other meals, including vegetarian meals require supporting documentation.

5.11 **Emergency Menus.** The Bidder's Emergency Management Plan shall be submitted to the DPHSS, DSC for review and approval by DPHSS, DSC within thirty (30) calendar days upon award of this IFB.

- a. The plan shall include the submission of proposed emergency menus for the provision of dry goods as approved by the LD or equivalent for a period of three (3) days.
- b. Further, the plan shall also include the provision of meals, as practicable, or dry goods to clients for a period of one (1) day to three (3) days during periods of officially declared emergencies or in preparation to local efforts in response to impending or actual disasters.
- c. The Emergency Menu shall include menu substitutions as deemed appropriate and approved by the LD or equivalent. All canned goods shall be in "pull tab" form. The provision of Emergency Menus shall not be an option to be used in situations created by the Bidder.
- d. The provision of dry goods is not to be used as an option for the Bidder to provide meals due to the Bidder being sanctioned by the DPHSS, Division of Environmental Health or being issued a "Stop Order" by the Guam Fire Department.

5.12 **Packaging of Meals.** Meals shall be delivered and served in pre-packaged form, which are compartmentalized sealed containers. These sealed containers shall be sanitary, convenient, and easy to remove and/or peel back its seal.

The containers shall be able to maintain proper food temperature and be clearly labeled identifying Bidder, their telephone number, the preparation date, funding source: DPHSS, DSC, Title III C1 or C2, Older Americans Act, and the following statement: Compliments, Concerns, and Complaints, to include the delivery of meals earlier than 11:00 a.m. for Congregate and 10:00 a.m. for Home-Delivered and later than 12:30 p.m., must be reported to the Bidder.

- a. Biodegradable, Reusable, Recyclable or Recycled Material or Any Combination (2GAR, Div 4 §1102.02)

The Bidder' meal containers, dinnerware, utensils for meal distribution shall comply with Biodegradable, Reusable, Recyclable or Recycled Material or Any Combination.

- b. Hot food containers shall be firm, compartmentalized with each section sealed and deep enough to prevent the mixing of one type of food with another; sealed so that heat is retained and dust or foreign matter cannot enter; impermeable so that liquid does not soak through; disposable; easy to open; and made to be stacked for storing and carrying.
- c. Dinnerware shall consist of three section heavy duty plates, heavy duty cups, as applicable; heavy duty forks, knives, spoons; and cups and bowls with fitted lids for soups, salads and fruit.
- d. The Bidder shall ensure that breads, salads, fruit juice, milk, and condiments are packed in compliance with health and sanitation laws.

- e. The Bidder shall ensure cold foods are packed separately from hot foods.
 - f. The Bidder shall ensure that appropriate food containers and utensils for clients with disabilities are available for those clients identified by ADC, CMS or SCO.
- 5.13 **Food Temperature.** The Bidder shall ensure hot foods are maintained at or above 140 degrees Fahrenheit and cold foods shall be maintained at or below 41 degrees Fahrenheit, upon arrival at the designated congregate sites and authorized homebound clients.
- 5.14 **Delivery of Meals.** The Bidder shall ensure all meals are complete with meal order, properly packaged, labeled and ready for delivery to designated congregate sites and authorized homebound clients prior to leaving the central kitchen.

Congregate Delivery of Meals. The Bidder shall ensure meals be delivered no earlier than 11:00 a.m. and no later than 12:30 p.m., Monday through Friday, except on the ten (10) identified holidays in compliance with the Health and Welfare benefits as provided by the U.S. Department of Labor provisions for Guam or unless otherwise approved by the DPHSS, DSC, to the designated congregate settings.

- a. **Meal Orders and Adjustments.** The ADC and SCO service providers shall ensure meals are ordered with the ENP Bidder for the number of eligible clients. Meal orders shall be communicated to the ENP Bidder by the ADC or SCO service provider by 1:00 p.m. for the next service day. Reasonable adjustments to the meal orders due to an increase or decrease of eligible clients shall be coordinated between ADC or SCO service provider and the ENP Bidder no later than 9:30 a.m. on the scheduled day of meal service delivery. Any documented decrease in the number of meals ordered by ADC or SCO service providers no later than 9:30 a.m. on the scheduled day of meal service delivery shall not be charged and is a disallowed cost.
- b. There are currently fifteen (15) designated congregate sites which are as follows:
 - (1) Adult Day Care – Central (Central Region of Guam)
 - (2) Adult Day Care – South (Southern Region of Guam)
 - (3) Adult Day Care Center Dededo – Dementia specific day care
 - (4) Agana Heights Senior Citizens' Center
 - (5) Agat Senior Citizens' Center
 - (6) Astumbo Senior Citizens' Center
 - (7) Dededo Senior Citizens' Center
 - (8) Inarjan Senior Citizens' Center
 - (9) Mangilao Senior Citizens' Center
 - (10) Merizo Senior Citizens' Center
 - (11) Santa Rita Senior Citizens' Center
 - (12) Sinajana Senior Citizens' Center
 - (13) Tamuning Senior Citizens' Center
 - (14) Yigo Senior Citizens' Center
 - (15) Yona/Talofoto Senior Citizens' Center
 - (16) Other sites as designated by the DPHSS, DSC.
- c. **Home-Delivered Delivery of Meals.** The Bidder shall ensure meals be delivered no earlier than 10:00 a.m. and no later than 12:30 p.m., Monday through Sunday, except on the ten (10) identified holidays in compliance with the Health and Welfare benefits as provided by the U.S. Department of Labor provisions for Guam or unless otherwise approved by the DPHSS, DSC, to the home settings.
 - (1) ENP delivery staff shall not leave meals unattended if no one is home to receive it. Leaving the meal in a cooler or outside refrigerator is not permitted.
 - (2) If the eligible individual is not home on a regular basis due to medical appointments, a willing neighbor may be authorized to receive the meal provided a consent form signed by the neighbor and approved by the CMSP has been provided to the Bidder.

- d. The Bidder shall ensure vehicles used in the delivery of meals are in compliance with the DPHSS Rules and Regulations Governing Eating and Drinking Establishments. This includes, but is not limited to, ensuring that all personnel have appropriate health certificates, including drivers as required under 10 G.C.A. Chapter 22.
- 5.15 **Congregate Meals Special Activities and Functions.** Special activities and functions requiring meal accommodations are to be requested in writing between the ADC or SCO service provider and the Bidder within ten (10) working days prior to the event. The Bidder shall indicate on the written request if the meal accommodations can be met or their recommended action, as follows:
- a. **Relocation of Meals Delivery.** Requests for the delivery of meals to locations other than the designated congregate sites shall be coordinated between ADC or SCO service provider with the ENP Bidder. The ADC or SCO shall notify the ENP Bidder of the actual number of eligible clients attending the special activity or function and those remaining at the congregate sites. The Bidder shall deliver meals to the congregate sites that remain open for clients not attending the special activity or function and to the congregate setting where the activity or function takes place.
 - b. **Menu Changes.** Requests for menu changes shall be submitted by ADC and/or SCO service provider in writing to the Bidder.
 - c. **Bulk Serving.** Requests for bulk serving having no menu changes shall be coordinated between the ADC and/or SCO service provider and the Bidder.
 - d. **Other Accommodations.** In cases where special activities and functions shall not require the delivery of meals because other arrangements have been made, the coordinating service provider, such as the ADC or SCO, shall inform the DPHSS, DSC and Bidder in writing stating the nature of the arrangements for meals and that the meals are in compliance with the 33 and 1/3 Recommended Dietary Allowance (RDA).
 - e. Any agency, service provider or entity sponsoring a special activity, including Senior Citizens' Month activities, that have been approved by the DPHSS, DSC, shall coordinate with the Bidder for meal service.
 - f. The Bidder shall submit the total meal count identifying special meal recipients, volunteers, family members, staff and other guests attending the activities. Guests and family members under age sixty (60) and otherwise not eligible for meal service, shall be the responsibility of the sponsoring agency, service provider or entity.
- 5.16 **Meal Complaints.** The Bidder shall immediately report complaints regarding meals to the DPHSS, DSC program coordinator assigned to oversee this program, as follows:
- a. Meals not delivered within the designated delivery times.
 - b. Meals that exclude certain items or do not meet specified portions.
 - c. Meals appearing disarrayed, spoiled, contaminated or otherwise undrinkable or inedible.
 - d. Any meal determined spoiled or contaminated shall be reported in the Problems and Concerns and Proposed Solutions section of the Monthly Program Reports submitted to the DPHSS, DSC.
- 5.17 **Inspection Reports.** The Bidder shall submit a copy of all inspection reports received from government agencies inclusive of Food Service Establishment Inspection no later than 10:00 a.m., the next working day following the inspection, except for inspection reports resulting in a closure of the establishment or Stop Order shall be provided to the DPHSS, DSC within one (1) hour of receiving the report. A copy of all Food Service Establishment Inspection Reports received from the Division of Environmental Health, Department of Public Health and Social Services shall also be submitted to the President of the Elderly Nutrition Program Council and the General Services Agency no later than 10:00 a.m. the next working day.

- 5.18 **Client Files.** All client files shall remain confidential. It is the responsibility of the Bidder to maintain and update individual ENP client files in its central office. Further, each individualized ENP client file shall be contained in a firm pressboard folder and filed in chronological order by subject matter. Each client file shall have a typewritten label with the client's last name, first name and middle name, i.e. Doe, John Guam. Client files shall be retained for a period of three (3) years and shall include the ENP client's initial referral from the CMS or SCO for services with accompanying Intake, Profile and Referral Form and subsequent updates; Determine Your Nutritional Health ("DYNH") assessment checklist and updates; Nutrition Services Service Plan (Special Meal Requirements), as applicable; Signed statement from their priest, rabbi, pastor, physician or licensed nutritionist as to what foods the client can or cannot consume; Reports of accidents/incidents involving ENP clients and/or ENP Program staff, as applicable; and other documents as deemed necessary by the DPHSS, DSC. Home-Delivered meals client's authorized shall include current map to client's residence.
- 5.19 **Standard Operating Procedures.** The Bidder shall ensure Standard Operating Procedures, inclusive of an Emergency Management Plan is submitted to the DPHSS, DSC for review and approval within thirty (30) calendar days upon award of this IFB.
- 5.20 **Emergency Management Plan.** In an effort to protect the health, safety and welfare of clients, staff and volunteers, the Bidder shall visibly post emergency telephone numbers and the established emergency procedures, as applicable. The Bidder shall provide training to staff on procedures to be followed in the event of a:
- a. fire/earthquake, to include a drill in which all staff members shall participate, with an evacuation plan visibly posted;
 - b. health emergencies such as Pandemic flu outbreaks;
 - c. medical emergency, to include food poisoning situations;
 - d. physical threat, to include bodily harm situations;
 - e. severe weather or a natural disaster; and
 - f. power/water outages, etc.
- 5.21 The Bidder shall ensure the Emergency Management Plan include contingency plans to address manmade and natural disasters. The Bidder must have adequate storage and power back-up facilities, i.e. standby generator to ensure continuation to prepare meals for this food service program.
- 5.22 The Bidder shall conduct quarterly drills with staff in response to a fire, earthquake, health emergencies, medical emergencies, physical threat, vehicle accidents and power and/or water outages.

General Specification on Item 6.0: Elements of Staffing Requirements, Certification and Training

- 6.1 The Bidder shall ensure staff employed for the administration and operations of the ENP are qualified to execute their respective duties and responsibilities. Upon the awarding of this IFB, the Bidder shall provide DPHSS, DSC with written Position Description for each position involved in the direct delivery of ENP Congregate Meals and Home-Delivered Meals services.
- 6.2 The Bidder shall ensure the following requirements be met by all staff prior to employment and be current, not expired or outdated, while employed with the ENP.
- a. Completed employment application;
 - b. Current Health Certificate, as required by the Division of Environmental Health, DPHSS;
 - c. Current Tuberculosis ("TB") Clearance or medical clearance (as applicable) shall be dated no earlier than 30 days prior to employment and renewed annually or as medically prescribed for current staff;

- d. Original or certified copy of Police, Superior Court, U.S. District Court and Traffic Clearances for new staff shall be dated no earlier than 90 days prior to employment and original or certified copy of Police, Superior Court, U.S. District and Traffic Clearances of current staff shall be updated every year or as changes occur to either of these four (4) documents;
 - e. Possess a High School Diploma or attainment and possession of General Educational Development ("GED") from a recognized institution or a higher degree from a recognized and accredited institution of higher learning as required for the position with this program;
 - f. Possess a current Guam Driver's License, as applicable;
 - g. Attendance at Annual Orientation to Title III Aging Programs, Bureau of Adult Protective Services and Aging and Disability Resource Center ("ADRC") Project (as applicable) presented by the DPHSS, DSC personnel shall be met within the first month of each fiscal year and presented by the DPHSS, DSC, and for new staff shall be met within thirty (30) days of employment and annually within the first month of each fiscal year;
 - h. The Bidder shall within ten (10) working days train all its employees on their Hazard Analysis Critical Control Point ("HACCP") Plan approved by DPHSS and Standard Operating Procedures ("SOP's") for said plan; and
 - i. Annual completion of Fire Extinguisher and Basic Fire Awareness Training.
- 6.3 The Bidder shall maintain and update individual staff files of each ENP employee in its central office. The staff files shall include:
- a. Completed employment application;
 - b. Copy of prior and current Health Certificate while employed with the ENP;
 - c. Position description;
 - d. Current Tuberculosis ("TB") clearance or medical clearance (as appropriate) to be renewed annually;
 - e. Original or certified copy of Police, Superior Court, U.S. District and Traffic Clearances for new staff dated no earlier than 90 days prior to employment and for current staff updated every three (3) years or as changes occur to either of these four (4) documents;
 - f. Copy of High School Diploma or General Educational ("GED");
 - g. Documentation of attendance at Annual Orientation of Title III and Title VII Aging Programs, Bureau of Adult Protective Services and the Aging and Disability Resource Center ("ADRC") Project (as applicable) presented by DPHSS, DSC personnel;
 - h. The Bidder shall ensure documentation is in each employee's file that each employee has been trained and has knowledge of the Bidder's HACCP Plan and SOP's;
 - i. Documentation of continuing education, certifications; training and workshops;
 - j. Copy of current Guam Driver's License;
 - k. Latest Annual Work Plan and Job Performance Evaluation;
 - l. Reports of accidents and/or incidents involving program personnel affecting the care of clients or operation of the program and actions taken towards resolution;
 - m. Acknowledgement of Completion of Fire Extinguisher and Basic Fire Awareness Training;
 - n. Acknowledgement Receipt of the Bureau of Adult Protective Services Mandate, Public Law 31-278;

- o. Acknowledgement of Bidder's Drug and Smoke-Free Workplace Policy;
- p. Acknowledgement of Bidder's Equal Employment Opportunity Policy; and
- q. Acknowledgement of Bidder's HACCP Plan and SOP's that includes an Emergency Management Plan.

General Specification on Item 7.0: Elements of Staffing Qualifications and Responsibilities

- 7.1 The Bidder shall submit a current Sanitary Permit and an Organizational Chart illustrating the placement of the ENP with relationship to all other programs and businesses under Bidder's organization.
- 7.2 The Bidder shall submit a Staffing Pattern and Position Description of all positions for the ENP. The Position Description shall contain minimum qualifications, abilities and responsibilities of persons assigned to provide the required services. All employed staff shall meet the minimum requirements set forth in their respective Position Description.
- 7.3 The Bidder shall not employ an individual for the ENP meal service if: he/she has been convicted of a felony; or he/she has been convicted of a drug or alcohol offense.
- 7.4 The Bidder shall ensure ENP staff, with the exception of the Executive or Program Director, Program Manager, and Licensed Dietitian ("LD") or Licensed Nutritionist ("LN") possess a High School Diploma or completion of a GED from a recognized institution, or successful completion of a certification program from a recognized accredited or certified vocational technical institution, in a specialized field required for the job. The Bidder has the option to retain ENP staff, with exception to those positions listed above or as otherwise specified in this IFB, who have been employed with the ENP for the past five (5) years without incident and who do not possess a High School Diploma or completion of a GED from a recognized institution, or successful completion of a certification program from a recognized accredited or certified vocational technical institution, in a specialized field required for the job.
- 7.5 The Bidder shall ensure all services and activities provided by the ENP are performed in a professional, courteous, safe, and caring manner. Staff shall be sensitive, patient, and understanding in providing services to clients.
- 7.6 The Bidder shall provide a resume of the Executive or Program Director with seven (7) years of experience in food service management who will be responsible for the overall management of the Elderly Nutrition Program and shall possess the experience, knowledge, and skills to accomplish the objectives of this IFB. Within ten (10) days of official notification of award of this IFB, Bidder must submit the name and copy of an approved Certificate of Manager's Certification.
 - a. Maintaining current approved Certificate of Manager's Certification.
 - b. Planning and development in the delivery of program services.
 - c. Evaluation of program services and standards of operations.
 - d. Resource development and grant writing activities.
 - e. Fiscal management and budgeting.
 - f. Community and advisory group collaboration and relations.
 - g. Personnel management, training, and staff development.
 - h. Contractual compliance ensuring the efficiency, effectiveness and accountability of the Elderly Nutrition Program.
 - i. Shall not hold an executive position within the organization's board.

- 7.7 The Bidder shall provide a resume of the Program Manager with five (5) years of experience in the food service industry; maintains an approved current Certificate of Manager's Certification; and will ensure the daily operations of the nutrition program is performed in accordance with the agreed upon scope of services for this IFB. Within ten (10) days of official notification of award of this IFB, Bidder must submit the name and copy of Certificate of Manager's Certification
- a. Maintain current approved Certificate of Manager's Certification.
 - b. Ability in accessing and developing resources and services responsive to the needs of the target population to be served.
 - c. Ability in refining and improving operations, work processes and quality of services responsive to the needs of the target population to be served.
 - d. Ability to train and supervise, and develop the capacity of program staff and volunteers.
 - e. Ability to evaluate staff and the program for effectiveness, efficiency and accountability and ensure compliance with the scope of services of this Bid.
 - f. Ensure referrals are initiated with the appropriate Service Providers for clients requiring additional services.
 - g. Ability to maintain complete and accurate records and prepare reports in compliance with the ENP's reporting requirements or as required through direction from the DPHSS, DSC.
- 7.8 The Bidder shall secure the services of a Guam Licensed Dietitian (LD) or equivalent to ensure their compliance with the most recent Dietary Guidelines for Americans published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture. Within ten (10) days of official notification of the award of this IFB, the Bidder shall submit the name and provide a copy of the license of the LD or LN (Ref. P. L. 25-192, Title 10 GCA, Chapter 12, Article 21, Part 2).
- 7.9 The Bidder shall ensure the ENP LD or equivalent is knowledgeable and capable of performing the following:
- a. Provide technical assistance, as required by the Bidder, to areas relating to food service for the ENP including food service equipment, purchases, recipes, portion control, food cost controls, food packaging, food delivery systems, and hygienic food service techniques for the handling and preparing of food.
 - b. The LD or LN shall in coordination with the DPHSS, DSC assigned Program Coordinator, on a quarterly basis, select and review ten (10) packaged meals prior to delivery to ensure specifications and requirements of the ENP Congregate and Home-Delivered Meals are met. The Bidder shall submit a copy of the report documenting the findings and recommendations to address deficiencies identified in the review conducted by the LD or LN to the DPHSS, DSC after each quarterly review. The report shall include aerial colored photos of the ten (10) packaged meals inspected for Congregate and Home-Delivered Meals Programs. The Bidder shall submit the report containing the signature of the LD or LN to the DPHSS, DSC within five (5) working days after each review.
 - c. At a minimum, the LD or LN shall, on a quarterly basis, monitor for safe food handling and sanitation practices of the ENP are met. The Bidder shall submit a copy of the report documenting the findings and recommendations to address deficiencies identified in the review conducted by the LD or LN to the DPHSS, DSC after each quarterly review.
 - d. Oversee and coordinate nutrition education services bi-annually with the Adult Day Care (ADC) and Senior Center Operations (SCO) programs for eligible individuals attending these congregate centers.
 - e. Shall attend the Elderly Nutrition Program Council meetings quarterly to offer nutritional advice and guidance.

- 7.10 The Bidder shall ensure that at least one (1) staff who possesses a current approved Certificate of Manager's Certification is on duty throughout the operations of the ENP. Within ten (10) days of official notification of award of this IFB, the Bidder shall submit the name(s) and copy(ies) of Certificate of Manager's Certification.
- 7.11 The Bidder shall ensure all ENP delivery staff is properly licensed by the Department of Revenue and Taxation, Motor Vehicle Division, government of Guam.
- 7.12 The Bidder shall ensure the vehicles used for the ENP are kept clean and follow the Guam Food Code regarding transportation and delivery of foods.
- a. Food deliverers shall possess a valid Health Certificate which is not expired. Food deliverers shall possess a valid Health Certificate throughout the term of the contract.
 - b. The Bidder shall ensure delivery vehicles used in the transport of the food is not of unsanitary condition that could potentially contaminate the food.
- 7.13 The Bidder shall ensure compliance relative to the restrictions of the Use of Mobile Phones While Driving as prescribed in P.L. 31-194.
- 7.14 The Bidder shall ensure the ENP Delivery staff are knowledgeable and capable of performing the following:
- a. ENP delivery staff have the ability to read, write and follow instructions.
 - b. **Congregate Meals Delivery Staff:**
 - (1) Upon arrival at the congregate site, the ENP delivery staff and the ADC or SCO service provider staff shall verify the number of meals delivered and both shall sign the meal delivery form.
 - (2) ENP delivery staff shall report immediately to the ENP Program Manager once he/she encounters a missing item, spoiled, or incomplete portion of the meals delivered, for immediate replacement, if possible. The ENP Program Manager shall report the matter to the DPHSS, DSC program staff on the same day.
 - (3) ENP delivery staff shall ensure all meal deliveries are in order before leaving the congregate site and shall receive the order for the next service day for submission to the Bidder from the ADC and SCO service provider staff.
 - c. **Home-Delivered Meals Delivery Staff:**
 - (1) ENP delivery staff shall place a door hanger or similar product at the home of the authorized client indicating the ENP delivery staff was present to deliver the meal and no one was home to receive the meal.
 - (2) ENP delivery staff shall physically see the authorized client at least three (3) times per week to ensure the client is safe.
 - (3) ENP delivery staff shall, upon returning to the office, report to the ENP Program Manager significant changes in the authorized client's condition or non-delivery of meals to the authorized client for two (2) consecutive days who in turn will notify the CMS for their follow up.
 - d. ENP delivery staff shall immediately report to the ENP Program Manager abuse of the Elderly Nutrition Program who in turn shall notify the DPHSS, DSC.

General Specification on Item 8.0: Administrative Requirements

- 8.1 **Requests for Information.** Requests for Information by the DPHSS, DSC shall be acted upon in a professional manner and submitted to the DPHSS, DSC within five (5) working days unless otherwise specified in the correspondence. Additional inquiries to the information requested shall be submitted as specified by the DPHSS, DSC and includes but is not limited to information presented or omitted in the Monthly Program Report.
- 8.2 **Improper Activities of ENP Staff.** The Bidder shall report in writing to the DPHSS, DSC within two (2) working days of learning of alleged acts of malfeasance, including embezzlement by their employees which affects the ENP. The Bidder shall file a report with the appropriate authorities (i.e. GPD, GFD, GMH, Mayor, etc.) and a copy shall be provided to DPHSS, DSC.
- 8.3 **Complaints, Problems, and Concerns.** The Bidder shall attempt to remedy non-urgent complaints, problems and concerns of clients with other service providers, vendors or health and human service agencies prior to reporting the matter to the DPHSS, DSC.
- a. Complaints and concerns that cannot be resolved to the mutual satisfaction of all parties shall be reported in writing to the DPHSS, DSC for assistance and guidance, and included in the Monthly Program Summary.
 - b. Urgent complaints, problems, and concerns requiring immediate attention shall be reported to the DPHSS, DSC as soon as possible with written communications to be submitted by 10:00 a.m. the next working day or as determined by the DPHSS, DSC upon being notified. This shall include complaints filed against the Bidder with local or Federal agencies by clients or staff.
- 8.4 **Accidents and Incidents.** The Bidder shall ensure all accidents and incidents involving injury to individuals and/or damage to property are verbally reported to the DPHSS, DSC as soon as possible with written report submitted the following working day if it is not practicable to submit the report of the accident and/or incident the same day it occurred. A copy of reports, i.e., GPD, GFD, GMH, Mayor, etc., issued regarding the accident and/or incident shall be submitted to the DPHSS, DSC no later than the next working day following its receipt by the Bidder. Acts of vandalism to any vehicle or facility used in the ENP shall be reported to the DPHSS, DSC in the same manner.
- 8.5 **Staff Identification.** The Bidder shall issue each staff a numbered photo identification card that shall be worn in clear view while on duty.
- 8.6 **Proper Hygiene and Dress Code.** The Bidder shall ensure all staff practice good hygiene and maintain a professional appearance. They are required to be neat, clean, and well-groomed and are expected to serve as role models in the upkeep of one's personal hygiene. The staff shall wear clothing that is professional in appearance. Staff providing direct services to clients shall wear closed-toed shoes for safety. The staff who perform custodial or maintenance work are allowed to wear denim pants. All other staffs are to dress professionally.
- 8.7 **Management Personnel.** The Bidder shall within five (5) working days upon notification of award of this IFB, submit to DPHSS, DSC the names and position title of their key personnel authorized to conduct official business on Bidder's behalf. Management personnel shall be knowledgeable of the provisions of the Bidder's Agreement with the DPHSS, DSC and be provided copies of the Agreement and approved purchase order. The absence of the ENP Executive or Program Director, Program Manager or other key personnel for more than three (3) consecutive days shall be reported in writing to the DPHSS, DSC naming the person(s) authorized to act on their behalf, their duties and responsibilities, and the expected duration of the appointment.
- 8.8 **Program Reporting Requirements.** It is a requirement that Bidders submit program reports on the forms provided by DPHSS, DSC. The forms are as follows (Refer to Appendix D-2 Sample Monthly Program Forms):
- a. Monthly Program Report Transmittal Form
 - b. Monthly Invoice Form
 - c. Monthly Meal Record and Meal Breakdown Form

- d. Monthly Accounts Receivable Activity Report Form
- e. Monthly Program Income Report Form
- f. Monthly Program Income Expenditure Report Form
- g. Monthly Statistical Report Form
- h. Monthly Program Summary Form
- i. Release of Claims Statement Form
- j. Intake Profile and Referral Form (Refer to Appendix D-1)
- k. Intake, Profile and Referral Record Change and Service Update Form (Refer to Appendix D-1)
- l. Determine Your Nutritional Health Form (Refer to Appendix D-1)
- m. Monthly Raw Food Cost
- n. General Characteristics of Elderly Clients Receiving Registered Services and Those Receiving Cluster 2 Registered Services Congregate Meals
- o. Detailed Activities of Daily Living Characteristics of Elderly Clients Receiving Cluster 1 Services Home-Delivered Meals
- p. Detailed Instrumental Activities of Daily Living Characteristics of Elderly Clients Receiving Cluster 1 Services Home-Delivered Meals

8.9 **Monthly Program Report.** The Bidder shall within five (5) working days upon notification of award of this IFB meet with DPHSS, DSC staff to conduct a page by page contract review which includes the review of the forms to be completed to be in compliance with the required program reporting requirements. The Bidder shall ensure all fiscal and statistical program reporting requirements be prepared utilizing the Microsoft Office Excel software unless otherwise agreed upon and approved by the DPHSS, DSC. The early submission of reports shall not guarantee immediate review and processing of the Monthly Program Report(s).

- a. The Monthly Program Reports are due no later than 3:00 pm ten (10) working days after the end of each reporting month, with the exception of the September Reports or for the month being reported on in which the contract expires, which are due no later than five (5) working days after the end of either the fiscal year or the expiration of the contract.
- b. The September Reports or for the month being reported on in which the contract expires and is either being renewed or awarded to the same Vendor shall also include Release of Claims Statement and listing of all staff reflecting Criminal History Record (Police Clearance) of Felony Arrest(s) or Conviction(s) that occurred within the past five (5) years, dates of Felony Arrest(s) or Conviction(s) and employment date of staff. The list provided by the Bidder shall include traffic citations and violations.

General Specification on Item 9.0 Program Monies:

9.1 **Service Contributions.** The Bidder shall comply with the provisions of the Older Americans Act of 1965, as amended, and provide each eligible individual with an opportunity to voluntarily contribute to the cost of the ENP, a service contribution as defined in 45 CFR Part 1321.67 (Service Contribution). The Bidder shall in keeping with 45 CFR Part 1321.67 clearly inform each eligible individual that there is no obligation to contribute and that the contribution is purely voluntary; protect the privacy and confidentiality of each eligible individual with respect to the ENP eligible individual's contribution or lack of contribution; and use all collected contributions to expand the service for which the contributions were given. No eligible individual shall be denied a service because the eligible individual will not or cannot contribute to the cost of the service. This information shall be reported in the Program Income and Program Income Expenditure Reports submitted to the DPHSS, DSC.

- 9.2 **Program Income.** *Program Income* means gross income received by the Bidder or sub-grantee directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. "During the grant period" is the time between the effective date of the award and the ending date of the award reflected in the final financial report. The Bidder shall refer to OMB Circular A-87 and 45 CFR Part 92.25 and 45 CFR Part 1321.67. The Bidder shall safeguard Program Income generated in support of this program, accounting for all funds in keeping with OMB Circular A-87 and 45 CFR Part 92.25 and 45 CFR Part 1321.67. This information shall be reported in the Program Income and Program Income Expenditure Reports submitted to the DPHSS, DSC.
- 9.3 **Grant Opportunities.** The Bidder is encouraged to apply for grants (Federal, local, foundation based, etc.) to enhance and/or expand the program. Notice of applications for grants and awards thereof shall be reported to the DPHSS, DSC upon the Bidder being notified by the awarding entity. This information shall be reported in the Program Income and Program Income Expenditure Reports submitted to the DPHSS, DSC.
- 9.4 **In-Kind Contributions.** The Bidder shall document all in-kind contributions provided in support of this program. This information shall be reported in the Program Income and Program Income Expenditure Reports submitted to the DPHSS, DSC.
- 9.5 **Unexpended Service Contributions and Program Income.** Service Contributions and Program Income Funds shall be expended within the current contract period of each fiscal year (Funds). Funds not expended within each fiscal year may be used to reduce the Bidder's monthly invoiced amount. In the event the ENP contract is terminated, not renewed or expires, all unexpended Funds shall be due within five (5) working days and payable to the DPHSS, DSC or to the new Bidder, or to a named payee as directed by the DPHSS, DSC. In the event unexpended Funds is not forwarded, the Bidder's final invoice shall be reduced by DPHSS, DSC as an offset in an amount equal to the Funds not paid to the DPHSS, DSC or to the new Bidder, as directed by DPHSS, DSC.

General Specification on Item 10.0 Insurance Coverage:

- 10.1 The Bidder agrees to procure and maintain in effect Workers Compensation, Commercial General Liability, Comprehensive General Liability and Professional Liability Insurance coverage. The Bidder shall provide proof of insurance within five (5) working days upon notification of award of this IFB. Proof of insurance means providing complete copies of the insurance policies, including endorsements, coverage and limitations. DPHSS.
- a. Workers Compensation Insurance shall be in the form and amount required by the law of the government of Guam to cover all employees working in any capacity in executing this contract.
 - b. Commercial General Liability and Comprehensive General Liability Insurance on an "Occurrence Basis" with limits of liability not less than Two Million Dollars (\$2,000,000.00) per occurrence and/or combined single-limit bodily injury and property damage. The Bidder shall ensure the insurance is issued by a company licensed to do business on Guam with minimum limits of not less than Two Million Dollars (\$2,000,000.00) for bodily injuries or death per occurrence, and not less than Three Hundred Thousand Dollars (\$300,000.00) for property. Such policy shall insure the Government and their respective agents and employees with respect to liability as a result of the ownership, maintenance, use or operation of vehicles pursuant to the Agreement.
 - c. Professional Liability Insurance in a form acceptable to the Government and with a limit of liability of not less than One Million Dollars (\$1,000,000.00).
 - d. A separate endorsement for waiver of subrogation against the Government of Guam and Public Health and Social Services.
 - e. A separate endorsement indicating the insurance will not be cancelled without provide thirty (30) days advance written notice to the Director of Guam Public Health and Social Services.
 - f. A separate endorsement naming the Government of Guam as additional insured on all policies.
 - g. For items d. through f. above, an endorsement of each type shall be provided for each policy required by this bid.

General Specification on Item 11.0 Administrative Program Performance:

11.1 Monthly Program Invoice (MPI).

- a. For each reporting month and the Monthly Program Report (MPR) is inaccurate or incomplete, the Monthly Program Invoice (MPI) shall be processed at 90% until such time the discrepancy is resolved to the satisfaction of the DPHSS, DSC up to three (3) months within a contract year. A discrepancy for this bid is defined as, an inaccurate, incomplete or missing, late financial, statistical, and other required program information component of the Monthly Program Report (MPR).
- b. In the event discrepancies are identified for three (3) months within a contract year, with the three (3) months not having to be consecutive, subsequent MPI shall be processed at 80%.
- c. Upon the Bidder being notified by the DPHSS, DSC that the discrepancies have been resolved, the Bidder shall submit a MPI for the amount due to them, per subsection a. and b. above.

The MPI will be processed at either 90% or 80% depending on the performance of the bidder. Upon the discrepancy being addressed and resolved, the Bidder will then submit an invoice for payment of the amount withheld, either 10% or 20%.

- d. Pursuant to subsections (a) and (b) above, the MPI withheld will be processed by the DPHSS, DSC within 10 working days. The DPHSS, DSC shall withhold a portion of the amount invoiced and not the entire amount or the invoice itself for any financial discrepancies identified and validated throughout the term of this program, whether the contract is in its initial year or renewal year of engagement.

The MPI will be processed at either 90% or 80% depending on the performance of the bidder. Upon the discrepancy being addressed, resolved, the bidder will then submit an invoice for payment of the amount withheld, either 10% or 20%.

The DPHSS, DSC shall decrease the amount due to the Bidder for any financial discrepancies identified and validated pursuant to this section. If this oversight occurs on more than two (2) occasions, the Bidder's non-compliance with the manner in which program expenses are charged to the DPHSS, DSC for payment shall be brought to the attention of the General Services Agency (GSA) and the Federal grantor office for guidance and advisement as to what contractual remedies is to be activated. Such charges shall be considered a questioned cost and shall be deducted from the MPI until such time the amounts charged are cleared for payment by DPHSS, DSC. Upon notification by DPHSS, DSC that the discrepancies have been resolved, an invoice in the amount due shall be submitted to DPHSS, DSC for processing within ten (10) business days.

Late Reporting. The Bidder's MPI shall be reduced by \$1,000.00 when the Monthly Program Report (MPR) or any part of this report, is submitted late without due cause as approved by the DPHSS, DSC. The request to submit the MPR late shall be sent to the DPHSS, DSC no later than 10:00 a.m. the day prior to the due date of the MPR. If the due date falls on a weekend or holiday, the due date shall be the next working day.

11.2 Meal Delivery and Specification Compliance. Meals shall be delivered as follows, unless otherwise approved by the DPHSS, DSC:

Congregate Meal Service Hours. The Bidder shall deliver congregate meals no earlier than 11:00 a.m. and no later than 12:30 p.m., Monday through Friday, except on the ten (10) identified holidays in compliance with the Health and Welfare benefits as provided by the U.S. Department of Labor provisions for Guam (Ref: United States Department of Labor URL <https://www.wdol.gov> and GSA Bid Packet). The 10 identified holidays must be approved by the DPHSS, DSC.

Home-Delivered Meal Service Hours. The Bidder shall deliver home-delivered meals no earlier than 10:00 a.m. and no later than 12:30 p.m., Monday through Sunday, except on the ten (10) identified holidays in compliance with the Health and Welfare benefits as provided by the U.S. Department of Labor provisions for Guam (Ref: United States Department of Labor URL <https://www.wdol.gov> and GSA Bid Packet). The 10 identified holidays must be approved by the DPHSS, DSC.

The DPHSS, DSC shall assess a penalty from the total number of meals ordered at the impacted congregate site(s) or impacted home-delivered client(s) based on the following schedule:

- a. 10 to 15 minutes early or late - \$20.00 penalty per meal
- b. 16 to 20 minutes early or late - \$50.00 penalty per meal
- c. 21 to 30 minutes early or late - \$75.00 penalty per meal
- d. 31 minutes early or late - \$100.00 penalty per meal

- 11.3 **Meal Exclusion, Spoilage, Inedible.** The DPHSS, DSC shall assess a penalty of \$100.00 per meal from the total number of meals ordered at the impacted congregate site(s) or impacted home-delivered client(s) when any item on the menu is excluded, determined to be spoiled, does not meet the specified portion, is undrinkable or is otherwise inedible and is not replaced within the meal delivery time.

The DPHSS, DSC shall make the determination as to menu item(s) being excluded or not meeting the specified portion. Staff from DPHSS, DSC will contact to confirm with the impacted Congregate and/or Homebound site that an item to be served was not served and for items not meeting the specified portion, meals will be picked up at the impacted site(s) and weighed and/or measured by DPHSS, DSC to verify if in fact the portion served does not meet the contractually specified service portion.

For spoilage, this determination will be made by sending the food item to the Division of Environmental Health (DEH) to determine whether the item is in fact spoiled or still edible. The results received from DEH to DSC will be the basis of this penalty. If any items is determined by DPHSS, DSC, the Recreation Leader of the respective congregate sites, or from the homebound clients of this program, that the item is undrinkable or inedible, and is not replaced within the specified meal delivery time, the penalty will then be applied. Undrinkable would be milk served that taste sour and for inedible, the meal items served as an offensive order or has a foreign object in its content, i.e. a strand of hair.

- 11.4 **Preparation of Meals.** Serving of fried foods or basa fish shall be assessed \$500.00 per occurrence.

- 11.5 **Menu Preparation.** The DPHSS, DSC shall assess a penalty based on the following:

- a. Menu Meal Variety determined to not be in compliance shall be assessed \$500.00 per occurrence.
- b. Meal Substitutions determined to not be in compliance shall be assessed \$500.00 per occurrence.
- c. Menus and Meal Substitutions. Menu and meal substitutions shall be approved by a Licensed Dietician (LD) or Licensed Nutritionist (LN) prior to their submittal to the DPHSS, DSC. The signature of the Licensed Dietician (LD) or Licensed Nutritionist (LN) shall appear on all menus. Menus and Meal Substitutions not approved by Licensed Dietician (LD) or Licensed Nutritionist (LN) shall be assessed a \$250.00 penalty per occurrence.

- 11.6 **Monthly Report Review of Ten (10) Packaged Meals.** The Bidder shall be assessed a penalty of \$250.00 when the Monthly Report of the review of the ten (10) packaged meals was not submitted and/or submitted incomplete.

- 11.7 **Elderly Nutrition Program Council Meetings.** Absence of the Bidder's Executive or Program Director or Program Manager, and Licensed Dietitian (LD) or Licensed Nutritionist (LN) shall be assessed a \$500.00 penalty for each personnel not in attendance

- 11.8 **Program Personnel and Client Files and Records.** The Bidder's MPI shall be decreased by \$100.00 for each program personnel file, client file or client record determined to be deficient; deficient is any file or record that is incomplete, missing, misfiled, inaccurate, outdated or expired.

The Bidder shall ensure individual client files are maintained and updated regularly with client documents filed within three (3) work days. Each Client File has a typed label identifying each client's file by their name in the following format: last name, first name and middle name, i.e. DOE, John Guam. Client files shall be maintained under lock and key by the Bidder.

- 11.9 **Client Maps.** The Bidder shall be assessed a penalty of \$25.00 for each client's map that is missing, outdated (client is no longer at the residence), is not legible or is not filed in the Binder.

- 11.10 **Annual Audit.** The Bidder's MPI shall be reduced by \$500.00 when the Annual Audit is submitted late to the DPHSS, DSC.
- 11.11 **Client Survey.** The Bidder's MPI shall be reduced by \$1,000.00 for the late submission of the annual Client's Survey; late is defined as being submitted after the due date of July 31st of each contract term.
- 11.12 **Incident Report.** The Bidder's MPI shall be reduced by \$25.00 for each incident report submitted late.
- 11.13 **Program Transition.** The Bidder's MPI shall be reduced by \$10,000.00 for each day the Bidder fails to comply with the transition of the program from them to the new Bidder.
- 11.14 **Food Safety and Sanitation.** It is inherently critical that food safety and sanitation is maintained throughout the life of any contract issued under this bid as it may result in the loss of life or threaten the health of the population being served. As a result, non-compliance with all applicable food safety and sanitation laws and rules is not to be tolerated and termination of any contract under this Bid may be immediate for non-compliance depending on the nature of the violation. Compliance shall be determined solely by the Guam Department of Public Health and Social Services.

General Specification on Item 12.0 Compensation for Services:

- 12.1 For Fiscal Year 2019, the Elderly Nutrition Program nutrition services being acquired is funded by the Department of Health and Human Services, Administration for Community Living, through the Older Americans Act, As Amended, Grant Numbers: 1901GUOACM (for Congregate Meals) and 1901GUOAH (for Home-Delivered Meals), Catalog of Federal Domestic Assistance (CFDA) Number 93.045, Title III C1 and C2 and local government of Guam funds being allotted, allocated and certified.
- 12.2 **Unauthorized Services.** Any unauthorized services rendered by the Bidder shall be considered a disallowed cost and shall be deducted from the monthly invoice. Any cost above the agreed amounts shall be at the expense of the Bidder.
- 12.3 Under no circumstances shall the cost per meal exceed the agreed upon cost per meal in this Agreement, nor shall the number of meals invoiced exceed the number of meals ordered.
- 12.4 Payment shall be based upon costs submitted less questions costs, unauthorized expenses, reductions or disallowed costs. Compensation based upon the aggregate of the costs submitted may be less than the agreed upon compensation but in no event shall it exceed the agreed upon compensation, unless otherwise provided for.
- 12.5 Non-payment by the Government shall not be considered as grounds for suspension of services by the Bidder.

General Specification on Item 13.0 Special Terms and Conditions:

- 13.1 **Failure to perform services shall constitute breach of contract and may lead to termination.**
- 13.2 **The Bidder shall provide assurance they have the staff for the operations and management for the performance of this program.**
- 13.3 The Bidder shall provide assurance that the delivery vehicles and equipment for food storage complies with Rules and Regulations Governing Eating and Drinking Establishments. This includes, but is not limited to, ensuring that all personnel have appropriate health certificates, including drivers as required under 10 G.C.A. Chapter 22.
- 13.4 The Bidder shall provide assurance that Raw Food Cost submitted to DPHSS is based on USDA approved products.
- 13.5 Upon Notice to Proceed the Bidder shall ensure all clients authorized for home-delivered meals have a map to their residence where the meal will be delivered to.

- 13.6 **Program Database.** The Bidder shall be required to comply with the efforts of putting forth a unified automated information system which supports and promotes a coordinated and comprehensive system of care. This effort is spear-headed by the DPHSS, DSC. All Title III service providers and vendors shall be collaborators and partners of this effort. The Bidder shall ensure that their staff attend training, maintain and enter data, generate reports and conduct all necessary transactions in support of this effort which will assist the Bidder in complying with the reporting requirement of the ENP. Orientation and training on the access and use of the Program Database will be coordinated and/or provided by DPHSS, DSC and/or software company contracted to maintain the system at no cost to the Bidder, with the exception of staff time to attend the orientation, training and technical assistance activities in support of the Program Database. Failure to comply with this section shall result in non-payment to the Bidder.
- 13.7 **Program Database Information System.** The Bidder shall be granted access upon being awarded this IFB and shall enter data in compliance with the requirements of this database.
- 13.8 **Grantor Recognition.** The Bidder shall ensure recognition of the role of the grantor agency in providing services through this IFB. When a press release is issued or interview is given for any activity funded in whole or in part through this IFB, reference shall be given as to the funding source and funding agency. The Bidder shall prominently identify in all publications and advertisements that funding for the item(s) is provided through the DPHSS, DSC to include all activities, facilities, and items utilized pursuant to this IFB. For example, "*This project is made possible through funds under Title III C1 or C2, Older Americans Act of 1965, as amended, administered by the Department of Public Health and Social Services, Division of Senior Citizens.*" All advertisements by the Bidder about this program shall be submitted to the DPHSS, DSC prior to distribution to the general public and local media.
- 13.9 **Elderly Nutrition Program Council.** The Bidder's Executive or Program Director or Program Manager shall attend the Elderly Nutrition Program Council meetings to discuss the menus for the current, previous and following month, recommend menu changes and respond to questions, concerns and complaints of the ENP clients. Recommendations made by the Bidder or the Elderly Nutrition Program Council for serving cold meals, i.e., sandwiches, must be approved in writing by the DPHSS, DSC prior to being served. The Licensed Dietitian (LD) or Licensed Nutritionist (LN) employed by the Bidder shall attend the monthly Elderly Nutrition Program Council meeting.
- 13.10 **Multi-Disciplinary Team Meeting.** The Bidder, at the request of other agencies providing services to ENP C1 and C2 clients, shall attend such meetings to assist in the coordination of services. In addition, the Bidder may request CMS or SCO to activate a Multi-Disciplinary Team (MDT) to address multifaceted service issues concerning authorized clients of ENP C1 and C2.
- 13.11 **Awareness of Elder Concerns.** The Bidder shall ensure ENP staff is aware as to the intent of the ENP and report suspect cases of concern where the client may have unresolved problems and submit them to the ENP Program Manager for intervention and/or resolution; or report as an unmet need in the Monthly Program Report. For each reported unmet need, the Program Manager shall provide a succinct report as to the efforts made by the organization to address the unmet need. A record book of clients' problems and concerns shall be maintained and made available upon request by DPHSS, DSC.
- 13.12 **Program Input.** The Bidder shall design a system that will allow clients or their family and caregiver an opportunity to express their thoughts on ENP services. The Executive or Program Director shall address each suggestion on a weekly basis and provide feedback through either a newsletter or open letter listing the suggestions received and the action taken, proposed action to be taken and the individual or organization that will be responsible to address or respond to the suggestion presented.
- 13.13 **Professional Standards.** The Bidder agrees to maintain professional standards applicable to its profession, professional development, and other ENP services. At all times pertinent to this IFB, the Bidder shall maintain all professional certifications and business licenses required in Guam and other states in which it does any portion of services in this IFB. The Bidder shall be responsible for the professional and technical accuracy of all work and materials furnished under this IFB. The Bidder shall, without additional cost to the Government, correct or revise all errors or deficiencies in its work.
- 13.14 **Negligent Performance by Bidder.** The Government's review, approval, acceptance of, and payment of fees for services required under this IFB, shall not be construed to operate as a waiver of any rights under this IFB or of any cause of action arising out of the Bidder's failure of performance of this IFB and Bidder shall be and remain liable to the Government for all costs of any kind which may be incurred by the Government as a result of the Bidder's negligent performance of any of the services performed under this IFB.

- 13.15 **Standards of Conduct.** The Bidder shall uphold the highest standards of conduct of their staff in administering services to the elderly. All staff shall abide by a zero tolerance of encouraging, accepting and receiving any type of loan, monetary gift or gratuity or any other form of financial gain from clients or their families.
- 13.16 **Activities of Personnel.** The Bidder shall ensure the Bidder or its employees do not contribute or make available Older Americans Act funds, personnel or equipment to any political party or association or to the campaign of any candidate for public or party office; or for use in advocating or opposing any ballot measure, initiative, or referendum [Ref. 45 CFR 1321.71(h)(1)]. Further, the Bidder shall ensure the Bidder or its employees do not intentionally identify the Title III Aging program or the Bidder with any partisan or nonpartisan political activity, or with the campaign of any candidate for public or party office [Ref. 45 CFR 1321.71(h)(2)].
- 13.17 **Removal and Termination or Suspension of Program Personnel.** The DPHSS, DSC, retains the absolute right and authority to demand removal and termination or suspension of program personnel from the ENP for reasonable cause; any personnel furnished by the Bidder when DPHSS, DSC determines this management intervention is required to be executed to safeguard the ENP. A disregard of Federal and local laws, regulations, policies, and non-compliance or non-performance with a contracted provision or provisions, but not limited to, shall be considered reasonable cause. The Bidder's personnel policy and procedures used in the management of their personnel shall include this provision.
- 13.18 **Termination for Non-Compliance with Regulatory Requirements.** In the event the Bidder who is awarded this IFB for the provision of ENP Nutrition Services is issued a "C" rating or below from the Division of Environmental Health, DPHSS or is issued a "Stop Order" by the Guam Fire Department, the awarded Vendor may be terminated as the Vendor of the ENP Nutrition Services.
- 13.19 **Contingency Vendor.** The Bidder shall submit a sub-contractual agreement with a bona fide food establishment to provide services as specified in this Bid for approximately thirty (30) days in the event the Bidder is unable to provide services as agreed upon. The bona fide food establishment shall be in compliance with the following minimum requirements:
- a. Current Sanitary Permit
 - b. Current approved and certified HACCP Plan
 - c. Current approved Certificate of Manager's Certification
 - d. Current Health Certificates for all personnel who will be working on the ENP
 - e. Not have been issued a "B" rating or below within the past 12 months of operations
 - f. Not have had their Sanitary Permit suspended by the Division of Environmental Health, DPHSS resulting in closure of their establishment within the past 12 months
 - g. Not have been closed as a result of "Stop Order" issued by any other regulatory agency within the past 12 months
- 13.20 **Report of Abuse or Neglect of Seniors and Adults with a Disability.** The Bidder shall immediately make a verbal report of suspected cases of abuse or neglect of elders and adults who have a disability and provide a written report within forty-eight (48) hours to the Bureau of Adult Protective Services, DSC or its contracted Vendor of Guma Serenidad, an Emergency Receiving Home with a Crisis Intervention Hotline. (Ref. P.L. 31-278, Title 10 GCA, Chapter 2).
- 13.21 **Report of Abuse or Neglect of Children.** The Bidder shall immediately make a verbal report of suspected cases of abuse or neglect of children and provide a written report within forty-eight (48) hours to the Child Protective Services Unit, Bureau of Social Services Administration (Ref. P.L. 20-209, Title 10 GCA, Chapter 13).

- 13.22 **Health Insurance Portability and Accountability Act (HIPAA)**. The Bidder shall comply with the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191 and the Federal "Standards for Privacy of Individually Identifiable Health Information" promulgated under 45 CFR Part 160 and Subparts A and E of Part 164.
- 13.23 **Social Security Number Confidentiality Act**. The Bidder shall ensure compliance relative to preventing the inappropriate disclosure and misappropriation of Social Security numbers (Ref. P.L. 28-95, Title 5 GCA, Chapter 32, Article 7).
- 13.24 **Alcohol-Free Events**. The Bidder shall ensure events funded or sanctioned through the ENP are "Alcohol Free" events.
- 13.25 **Client Confidentiality**. The Bidder shall ensure information obtained directly or indirectly from ENP clients be kept confidential and not released in a form that identifies the client without the informed consent of the client, or of his or her legal representative, unless the disclosure is required by court order, or for program monitoring by authorized Federal, State or local monitoring agencies (Ref. 45 CFR 1321.51). [Privacy Rule Standards for Privacy of Individually Identifiable Health Information, Ref. 45 CFR Part 160 and Subparts A and E of Part 164].
- 13.26 **Program Transition**. All steps shall be taken by the Bidder to ensure a smooth and professional transition of the ENP to prevent any interruption of services to the clients and to preserve the integrity of the ENP.
- a. The Bidder, who has not been awarded a new contract or renewal of an existing contract under the ENP, shall immediately prepare to relinquish all program related information, files, equipment, service contributions and program income balances and all other operational, administrative, and service documents and/or items to the new vendor.
 - b. The Bidder shall ensure that all client files are properly and boxed with each box being labeled as to its contents. The Bidder shall provide an electronic and hard copy of a Master Listing of all client files transferred to the DPHSS, DSC. The electronic copy of the Master Listing shall be transmitted to the assigned DPHSS, DSC Program Coordinator within two (2) hours. The hard copy of the Master Listing shall be certified by the Bidder and accompany the files that shall be delivered to the DPHSS, DSC within two (2) hours of being notified of not being awarded a new contract, a renewal of an existing contract or terminated.
 - c. The assigned DPHSS & DSC Program Coordinator shall oversee the transfer of all program related information, files, equipment, monies, etc. to the new Vendor, unless otherwise specified by the DPHSS & DSC.
 - d. The Bidder, who has not been awarded a new contract, renewal of an existing contract under the ENP or terminated, shall within one (1) hour of being officially notified shall provide the DPHSS, DSC with the name(s) and contact information of the Bidder's Program Transition personnel.
 - e. The Bidder shall encourage and support the transition of direct program staff i.e. drivers, delivery staff and packers to the new Vendor to ensure a smooth transition in the delivery of ENP Nutrition Services. The Bidder shall, with the consent of the interested direct program staff, transmit their names and most current contact numbers to the new Vendor.
 - f. The Bidder shall be penalized Twenty-Five Thousand (\$25,000.00) dollars per occurrence and the amount shall be deducted from the monthly invoice for taking steps that is counterproductive in the transition process. These steps include and is not limited to:
 - (1) Not answering calls placed to the Central Office to coordinate or clarify transition matters;
 - (2) Providing training that otherwise has not been offered in the last three (3) months;
 - (3) Offering employment opportunities at the same time of the ENP Congregate operating and service hours.

- 13.27 **Financial Management System.** The Bidder shall ensure the organization possesses a financial management system that meets the standards of the Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments in financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management. The Bidder shall ensure their accounting system shall permit timely development of all necessary cost data in the form required by the DPHSS, DSC and is in accordance with generally accepted accounting principles (Ref. Title 5 GCA, Chapter 5, Article 3, Part E, §5236).
- 13.28 **Files and Records Maintenance.** All files and records pertaining to the ENP, both programmatic and financial, shall be accurate and complete and made accessible to the DPHSS, DSC and its authorized representatives and are, at a minimum, subject to audit, monitoring, review and evaluation.
- 13.29 **Monitoring.** Unannounced monitoring of the Elderly Nutrition Program by the DPHSS, DSC shall not be denied by the Bidder. Monitoring may include, but is not limited to, on-site observations of activities and/or staff, facility inspections, and discussions with clients regarding the effectiveness of the program. All documents related to the operations and delivery of services is subject to review by the DPHSS, DSC.
- 13.30 **Client Survey.** The Bidder shall conduct a client survey to gauge the clients' perceptions of nutrition services rendered through the ENP. At a minimum, the survey should include feedback on the quality and taste of food, presentation of food, packaging of meals, timeliness of meals delivered, the personal hygiene and dress code of the delivery staff, and the strength and weaknesses of the ENP. The survey shall be completed and submitted to the DPHSS, DSC no later than July 31st preceding September 30th of each contract term.
- 13.31 **Evidence of Payment.** The Bidder shall ensure a copy of receipt of payment for services through Electronic Funds Transfer (EFT) or copies of checks and/or check stubs to confirm payment of program invoices shall be provided to the DPHSS, DSC within twenty-four (24) hours of receipt.

General Specification on Item 14.0 Audit:

- 14.1 The Office of Management and Budget ("OMB") Circular and guidance requires a *non-profit* organization shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 and the most current (OMB) Circular A-133.
- 14.2 A *for-profit* organization is required to comply with Title 45 CFR, Part 74.26(d) of the CFR which incorporates the thresholds and deadlines of the most current OMB Circular A-133 but provides *for-profit* organizations two options regarding the type of audit that will satisfy the audit requirements. The *for-profit* recipient either may have:
- a. A *Financial-Related Audit* as defined in, and in accordance with, the Government Auditing Standards, commonly known as the "Yellow Book", (GPO stock 020-000-00-265-4) of all the Department of Health and Human Services (HHS) awards; or
 - b. An *Audit* that meets the requirements of the most current OMB Circular A-133.
- 14.3 The Bidder shall prepare and provide to the DPHSS, DSC within 30 days upon official notification of award of this IFB, a copy of their engagement with a Certified Public Accountant firm to perform the independent audit of the ENP. This audit shall be completed and forwarded to the DPHSS, DSC, no later than March 31st preceding September 30th of each contract term.
- 14.4 The Bidder shall prepare and provide supporting documents to resolve any questioned costs or material weaknesses identified in the annual audit.
- 14.5 The Bidder is responsible for any questioned costs not resolved at the end of the Agreement year and remains the responsibility of the Bidder awarded said Agreement, even if the Bidder is not awarded the new IFB. The amount due resulting from any questioned costs shall be due to the DPHSS, DSC within ninety (90) days upon notification by the DPHSS, DSC, unless otherwise agreed upon by the DPHSS, DSC and the Bidder.

- 14.6 The Bidder is responsible for any questioned costs not resolved which shall result in a deduction in the contractual amount of the entire amount questioned from the agreed upon value of the Renewal or the new Agreement awarded to the same Bidder.
- 14.7 The Bidder on which the contract expires shall submit the annual audit to the DPHSS, DSC no more than six (6) months after the end of the contract's expiration. This provision is specific to the final service year for nutrition services of the ENP and is not to be misconstrued as to negate the requirement of submitting the annual audits for the first four (4) service years.
- 14.8 Program Specific Audit. The DPHSS, DSC reserves the right to have a Program Specific Audit performed by an independent auditing firm on this program. The Bidder shall ensure their full cooperation in submitting requested information to the auditors in a timely manner.

General Specification on Item 15.0 Notice to Bidders:

- 15.1 **Anticipated funding for this procurement.** "The Required Delivery Date". It is the intent of the government of Guam to commence services upon the Effective Date. The issuance of any award/purchase order in this procurement is contingent upon the award and receipt of federal grant funds, as well as the government of Guam's annual appropriations to this program. In the event funds are not appropriated or otherwise made available to support the initial award of this procurement **all bid submittal received will be rejected and or the IFB cancelled.**

The government of Guam Department of Public Health and Social Services, Division of Senior Citizens is the state-wide agency on Guam for this program and has a good faith as to the above occurring and their being funding as set forth above for Fiscal Year 2019, and notice is herein given that this Procurement is issued and proceeding, but there can be no actual award without funding occurring as set forth above.

- 15.2 **Term: (Multi-Term).** The term of this contract shall commence upon signing of contract (approximately May 01, 2019) for three (3) years with the option to renew for two (2) additional fiscal years. Renewal options will be one fiscal year at a time subject to funding availability.

There may be multiple purchase orders for the initial term and any optional subsequent renewal issued in keeping with the nature of the federal government's Title III Federal Grant process and DPHSS, DSC's state-wide program.

In the event funds are not appropriated or otherwise made available to support the continuation of performance in a subsequent fiscal period, the contract shall be canceled and the Bidder shall be reimbursed or the reasonable value of any non-recurring costs incurred but not amortized in price of supplies or services delivered under the contract. The cost of cancellation may be paid from any appropriations available for such purposes. The government of Guam shall notify Bidder on a timely basis in writing that the funds are, or not, available for the continuation of the Bidder for each succeeding fiscal period. The multi-term period as set forth in this clause does not affect either the government of Guam's rights or the Bidder's rights under any termination clause of this contract. Neither party's termination clause rights would be affected by cancellation for lack of funds.

Bid Price/Escalation Clause (Multi-Term). The bid price offered by the Bidder shall remain fixed throughout the first 3 (three) years of the contract. Upon written request by bidder with supporting information, escalation cost of no more than 5% may be considered based upon rapid and substantial price fluctuations of an unknown nature (i.e., gasoline, oil, etc.) and is subject to adjustment. Up to 5% of the escalation cost may be considered only after the first three (3) years of the contract. Escalation cost will be based upon the availability of funds and written approval by the Director, Department of Public Health and Social Services. If adjusted, contract prices shall be adjusted according to the terms of this Bid and the Contract. All price increases are subject to 2 G.A.R. Section 3118 and Public Health may require the vendor to provide invoices, cancelled checks or any other document it deems appropriate to verify the need for any price increase.

General Specification on Item 16.0 Contract Clauses Required by 2 Code of Federal Regulations (CFR) Part 200:

**SECTION 16.1
NO OBLIGATION BY FEDERAL GOVERNMENT**

Department of Public Health and Social Services and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to Department of Public Health and Social Services, the Contractor, or any other party (whether or not a party to the contract) pertaining to any matter resulting from the underlying contract. Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided. It is further agreed that this clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**SECTION 16.2
EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

The Contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The Contractor and all subcontractors must also comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

A. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the Contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the Contractor agrees to comply with the following minimum specific requirement activities of EEO:

1) The Contractor will work with Department of Public Health and Social Services and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

2) The Contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

B. EEO Officer: The Contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

C. Dissemination of Policy: All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the Contractor's EEO obligations within thirty days following their reporting for duty with the Contractor.

3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the Contractor's procedures for locating and hiring minorities and women.

4) Notices and posters setting forth the Contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

5) The Contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

D. Recruitment: When advertising for employees, the Contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

1) The Contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the Contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the Contractor for employment consideration.

2) In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the Contractor is expected to observe the provisions of that agreement to the extent that the system meets the Contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Federal nondiscrimination provisions.

3) The Contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

E. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

1) The Contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

2) The Contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

3) The Contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

4) The Contractor will promptly investigate all complaints of alleged discrimination made to the Contractor in connection with its obligations under this Agreement, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor will inform every complainant of all of their avenues of appeal.

F. Training and Promotion:

1) The Contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

2) Consistent with the Contractor's work force requirements and as permissible under Federal and State regulations, the Contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this Agreement, this subparagraph will be superseded as indicated in the special provision. Department of Public Health and Social Services may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

3) The Contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

4) The Contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

G. Unions: If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the Contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

1) The Contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

2) The Contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

3) The Contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Contractor, the Contractor shall so certify to Department of Public Health and Social Services and shall set forth what efforts have been made to obtain such information.

4) In the event the union is unable to provide the Contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the Contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the Contractor from the requirements of this paragraph. In the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, the Contractor shall immediately notify Department of Public Health and Social Services.

H. Reasonable Accommodation for Applicants/Employees with Disabilities: The Contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

I. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The Contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this Agreement.

1) The Contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this Agreement.

2) The Contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

J. Records and Reports: The Contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the Contractor for all the Work under this Agreement and shall be available at reasonable times and places for inspection by authorized representatives of Department of Public Health and Social Services.

1) The records kept by the Contractor shall document the following:

(a) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(b) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(c) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

2) The Contractor and any subcontractors will submit an annual report to Department of Public Health and Social Services each July for the duration of the Project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the Work under this Agreement. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the Contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

SECTION 16.3 NONSEGREGATED FACILITIES

The Contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The Contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The Contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the Contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The Contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

SECTION 16.4 DAVIS-BACON ACT COMPLIANCE

A. Minimum Wages

1) All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4).

Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

2) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

3) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

4) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

5) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

6) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

7) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

B. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract, or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract.

In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, Department of Public Health and Social Services may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

C. Payrolls and Basic Records

- 1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- 2) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to Department of Public Health and Social Services. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to Department of Public Health and Social Services for transmission to the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to Department of Public Health and Social Services.
- 3) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (i) That the payroll for the payroll period contains the information required to be provided under §5.5(a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5(a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- 4) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

5) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

6) The Contractor or subcontractor shall make the records required under this section available for inspection, copying, or transcription by authorized representatives of the contracting agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal granting agency may, after written notice to the Contractor, or the contracting agency, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

D. Apprentices and Trainees

1) Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

2) Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program.

If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

3) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

E. Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

F. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

G. Contract Termination: Debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

H. Certification of Eligibility.

1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

SECTION 16.5 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

As used in these paragraphs, the terms laborers and mechanics include watchmen and guards.

A. Overtime Requirements. No contractor or subcontractor contracting for any part of the contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of this section, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this section.

C. **Withholding for Unpaid Wages and Liquidated Damages.** Department of Public Health and Social Services shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in this section.

D. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

SECTION 16.6 SAFETY: ACCIDENT PREVENTION

A. In the performance of this contract the Contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

B. It is a condition of this contract, and shall be made a condition of each subcontract, which the Contractor enters into pursuant to this contract, that the Contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

C. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

D. **Hazardous Materials.**

(1) The Contractor is responsible for compliance with any applicable Federal, State, and local laws or requirements regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in this Agreement and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to Department of Public Health and Social Services and the Project Manager in writing.

(2) The Contractor shall indemnify Department of Public Health and Social Services for the cost and expense incurred: (1) for remediation of a material or substance the Contractor brings to the site and negligently handles; or (2) where the Contractor fails to perform its obligations, except to the extent that the cost and expense are due to Department of Public Health and Social Services' fault or negligence.

E. **Emergencies.** In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss.

SECTION 16.7
DRUG FREE WORKPLACE

A. The Contractor shall, within 30 days after award:

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (2) Establish an ongoing drug-free awareness program to inform such employees about -

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will -

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Procurement Officer in writing within 10 days after receiving notice under subdivision (4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (1) through (6) of this clause.

B. The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

C. In addition to other remedies available to Department of Public Health and Social Services, the Contractor's failure to comply with the requirements of paragraph (B) or (C) of this clause may render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

SECTION 16.8
DEBARMENT (GUAM AND FEDERAL)

A. **Guam Debarment and Suspension.** Contractor warrants that it will comply with the provisions of 5 GCA Chapter 5 Articles 9 and 11, subject to debarment or suspension.

B. **Federal Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110. The Contractor certifies that it and its principals: 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated above; and 4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default. Contractor further warrants that it is not a party listed on the government wide exclusions in the System for Award Management (SAM), and will comply with the provisions of Subpart C of 2 CFR Part 1326, "Nonprocurement Debarment and Suspension," (published in the Federal Register on December 21, 2006, 71 FR 76573) which generally prohibits entities that have been debarred, suspended, or voluntarily excluded from participating in nonprocurement transactions either through primary or lower tier covered transactions, and which sets forth the responsibilities of recipients of federal financial assistance regarding transactions with other persons, including subrecipients and contractors. Contractor will provide a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Lower Tier Covered Transaction (Sub-Recipient), which is a material representation of fact. Submission of this certification is a pre-requisite for entering into this Agreement, imposed by Executive Order 12549, 28 CFR Part 67, Section 67.510.

SECTION 16.9 FEDERAL LOBBYING

The Contractor certifies, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of this Agreement, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Agreement or any Federal grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, or any Federal grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.))

C. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement. The Contractor certifies or affirms the truthfulness and accuracy of each statement of this certification and disclosure. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure.

SECTION 16.10 IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

By executing this contract, and any subcontracts, as appropriate, the Contractor and any subcontractors will be deemed to have stipulated as follows:

A. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

B. That the Contractor agrees to include or cause to be included the requirements of paragraph (A) of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

**SECTION 16.11
PROCUREMENT OF RECOVERED MATERIALS**

Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**SECTION 16.12
UNALLOWABLE COSTS**

Contractor agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds. Costs that are expressly unallowable under federal funding laws, or costs which specifically become designated as unallowable as a result of a written decision furnished by a contracting officer pursuant to contract dispute procedures, or costs which are mutually agreed to be unallowable, including mutually agreed to be unallowable directly associated costs, shall be identified and excluded from any invoice, billing, claim, or proposal applicable to a federally funded contract. A directly associated cost is any cost which is generated solely as a result of incurring another cost, and which would not have been incurred had the other cost not been incurred. When an unallowable cost is incurred, its directly associated costs are also unallowable. Contractor agrees to pay any penalties associated with any unallowable costs.

END OF FEDERAL PROVISIONS

**SECTION 16.13
ACCESS TO RECORDS, INSPECTION, AND AUDIT REVIEW**

A **Access to Records.** The Contractor, including its subcontractors, if any, shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at their respective office at all reasonable times during the contract period and for three (3) years from the date of final payment under this Formal Agreement, for inspection by Department of Public Health and Social Services. Each subcontract by the Contractor pursuant to this Agreement shall include a provision containing the conditions of this Section.

B. **Right to Audit.** Contractor shall establish and maintain a reasonable accounting system that enables Department of Public Health and Social Services to readily identify Contractor's assets, expenses, costs of goods, and use of funds. Department of Public Health and Social Services and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Agreement kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; backcharge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Contractor shall, at all times during the term of this Agreement and for a period of ten years after the completion of this Agreement, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by Department of Public Health and Social Services, whether during or after completion of this Agreement, and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by Department of Public Health and Social Services. Such records shall be made available to Department of Public Health and Social Services during normal business hours at the Contractor's office or place of business and [subject to a three day written notice/without prior notice]. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for Department of Public Health and Social Services.

Contractor shall ensure Department of Public Health and Social Services has these rights with Contractor's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to Department of Public Health and Social Services. Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by Department of Public Health and Social Services unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to Department of Public Health and Social Services in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse Department of Public Health and Social Services for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, Department of Public Health and Social Services may recoup the costs of the audit work from the Contractor. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of Department of Public Health and Social Service's findings to Contractor.

C. **Right to Inspect.** Department of Public Health and Social Services may, at reasonable times, conduct testing and inspect the facilities, place of business, plans, supplies, services, equipment, and work of the Contractor or any subcontractor which is related to the performance of this Agreement.

2.6 Terms and Form.

The terms of the agreement shall be on conditions acceptable to DPHSS both in form and content.

2.7 Other Miscellaneous Bid Proposal Information.

- (1) Company name and profile.
- (2) Copy of occupancy permit.
- (3) Proof of current insurance and a copy of general liability, hazard and fire policies showing: (1) amount of coverage; (2) covered events; and (3) all exclusions.

TERMINATION OF BID.

After opening, but prior to award, The Government of Guam may terminate the bid in whole, or in part if:

1. It is in the best interest of the Territory to do so.
2. The goods or services being sought are no longer required.
3. Bid amounts exceed available funding.
4. No bidder is qualified.

IV. SPECIAL TERMS AND CONDITIONS

Note, these special terms and conditions apply as does the terms contained in the proposed contract regardless of whether or not DPHSS uses a purchase order. However, in the event a formal contract is entered into, the terms of the Contract shall control in the event of a conflict between these terms and conditions and the Contract. All vendors should familiarize themselves with all terms and conditions of this bid, including the Contract.

A. GENERAL COMPLIANCE WITH LAWS.

The Bidder agrees that they shall comply with all Federal and territorial laws, rules, regulations and ordinances applicable to the work being performed hereunder. Bidder shall attach a copy of appropriate business license or an affidavit executed under penalty of perjury that indicates that Bidder is exempt under Guam law (must include legal citations proving exemption). Bidder agrees that they have and will continue to familiarize themselves with the requirements of all laws and rules applicable to this procurement. Failure on the part of the bidder to familiarize themselves with the law and rules shall not excuse Bidder in any way.

B. ACCESS TO RECORDS AND OTHER REVIEW.

The bidder, including his subcontractors, if any, shall maintain copies of all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the contract, for inspection by the DPHSS. All originals of any documents related to this Contract shall be provided to DPHSS as soon as possible, but not later than one day prior to the conclusion of this Agreement. Each subcontract entered into by Bidder pursuant to this agreement shall include a provision containing the conditions of this Section.

C. OWNERSHIP OF DOCUMENTS.

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

D. INDEMNITY.

Bidder agrees to save and hold harmless the Government of Guam, DPHSS, its officers, agents, representatives, successors and assigns and other governmental agencies from any and all suits or actions of every nature and kind, which may be brought for or on account of any injury, death, or damage to the extent arising or growing out of the negligent acts or omissions of the Bidder, Bidder's officers, agents (including subcontractors), servants or employees under this agreement.

E. INSURANCE.

1. See Section II, item #10.

F. ASSIGNMENT, SUCCESSORS AND ASSIGNS.

The Vendor cannot assign its performance unless it has government permission and requested via bid the option to do so.

The parties already agree that all covenants inure to the benefit of and are already binding upon the parties, their successors, and their assignees.

G. LIQUIDATED DAMAGES.

Submission of a bid or quotation indicates acceptance of all terms and conditions by the bidder. Bidder agrees to commence work on the date to be specified in a written "Notice to Proceed" from GSA and to fully complete the project within the allotted time thereafter in accordance with the terms and conditions specified herein. In the event that the Bidder fails, neglects, and/or refuses to complete all the work called for in the bid, fails to provide the goods or services in the allotted time, then Bidder shall pay to DPHSS the daily cost to provide meals as calculated in Section II, per day as liquidated damages for the non-performance since the total number of meals changes daily. The liquidated damages herein are not a penalty, but rather a reasonable estimate by DPHSS of the loss it would suffer as a result of non-performance.

H. IFB DOCUMENTS.

It is hereby mutually agreed that the following list of instruments, plans, specifications and documents which are attached hereto, bound herewith or incorporated herein by reference shall constitute the IFB Documents, all of which are made a part hereof, and collectively evidence and constitute the Contract between the parties, hereto, and they are as fully a part of any Agreement resulting from this bid as if they were set out verbatim and in full therein, and are designated as follows:

- a. Bid Documents
- b. Bidder's Profile
- c. Affidavit Disclosing Ownership and Commissions
- d. Affidavit re Non-Collusion
- e. Affidavit re No Gratuities or Kickbacks
- f. Affidavit re Ethical Standards
- g. Declaration re Compliance with U.S. Department of Labor (DOL) Wage Determination for Guam
- h. Affidavit re Contingent Fees
- i. Special Provisions. Restriction against Sex Offenders Employed Form
- j. Limited English Proficiency Certification- Mandatory Federal Program Form
- k. Certification of Non-Discrimination- Mandatory Federal Program Form
- l. Civil Rights Requirements- Mandatory Federal Program Form
- m. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- n. Compliance with Federal Laws and Regulations- Mandatory Federal Program Form
- o. Uniform Guidance 2 CFR, Part 200 and 45 CFR, Part 75 for HHS Awards-Contract Provisions- Mandatory Federal Program Form
- p. Bid Bond
- q. Certification of Bidders Regarding Equal Employment Opportunity
- r. Performance Bond
- s. Payment Bond
- t. Appendices
- u. Plans (if any)
- v. Addenda/Amendments
- w. Answers to Questions (if DPHSS determines they are applicable).

I. MANDATORY DISPUTES RESOLUTION CLAUSE.

In the event of a conflict between this "Mandatory Disputes Resolution Clause" and any other terms in this contract, it is the intent of the government of Guam and the contractor that the terms of this clause are to be given precedence.

(1) **Disputes- Contractual Controversies.** The government of Guam and the contractor agree to attempt resolution of all controversies which arise under, or are by virtue of, this contract through mutual agreement. If the controversy is not resolved by mutual agreement, then the contractor shall request the head of the purchasing agency, or their designee, in writing to issue a final decision within sixty days after receipt of the written request in keeping with 5 GCA § 5427 (c). The head of the purchasing agency or their designee shall immediately furnish a copy of the decision to the contractor, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.

(2) **Absence of a Written Decision within Sixty Days.** If the head of the purchasing agency, or their designee does not issue a written decision within sixty days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the contractor may proceed as though the head of the purchasing agency, or their designee had issued a decision adverse to the contractor.

(3) **Appeals to the Office of Public Accountability.** The head of the purchasing agency's, or their designee's decision shall be final and conclusive, unless fraudulent or unless the contractor appeals the decision administratively to the Public Auditor in accordance with 5 GCA § 5706.

(4) **Disputes - Money Owed To or By the Government of Guam.** This subsection applies to appeals of the government of Guam's decision on a dispute. For money owed by or to the government of under this contract, the contractor shall appeal the decision in accordance with the "Government Claims Act", 5 GCA § 6101 et. seq., by initially filing a claim with the Office of the Attorney General no later than eighteen months after the decision is rendered by the government of Guam or from the date when a decision should have been rendered. For all other claims by or against the government of Guam arising under this contract, the Office of the Public Auditor has jurisdiction over the appeal from the decision of the government of Guam. Appeals to the Office of the Public Auditor must be made within sixty days of government of Guam's decision or from the date the decision should have been made.

(5) **Exhaustion of Administrative Remedies.** The contractor shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.

(6) **Performance of Contract Pending Final Resolution by the Court.** The contractor shall comply with the government of Guam's decision and proceed diligently with performance of this contract pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, this contract, except where the contractor claims a material breach of this contract by the government of Guam. However, if the head of the purchasing agency determines in writing that continuation of services under this contract is essential to the public's health or safety, then the contractor shall proceed diligently with performance of the contract notwithstanding any claim of material breach by the government of Guam.

J. CONTRACT IS BINDING, ASSIGNMENT AND LIENS.

It is agreed that any contract under this bid and all the Covenants hereof shall insure to the benefit of and binding upon DPHSS and the bidder respectively and his parties, successors, assignees and legal representative. Neither DPHSS nor the Bidder shall have the right to assign, transfer or sublet his interests or obligations hereunder without written consent of the other party.

It is hereby mutually agreed by and between the parties hereto that no mechanic, contractor, subcontractor, material man or other person can or will contract for or in any other manner have or acquire any lien upon the binding or works covered by the contract, or the land upon which the same is situated.

K. BIDDER'S RESPONSIBILITIES.

The Bidder shall be responsible for the professional and technical accuracy of all work and materials furnished under this contract. The Bidder shall, without additional cost to DPHSS, correct or revise all errors or deficiencies in his/her work.

DPHSS's review, approval, acceptance of, and payment for goods, fee, or for services required under this contract, shall not be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the Bidder's failure of performance of this contract and the Bidder shall be and remain liable to the DPHSS for all costs of any kind which may be incurred by the DPHSS as a result of the Bidder's negligent or erroneous performance of any of the services performed under this Bid. DPHSS shall continue to remain liable for its own negligent acts and those of its employees and its failure to perform as provided under this agreement.

L. SCOPE OF AGREEMENT.

Any Agreement issued under this bid, and signed by the DPHSS Director (IFB contract and Purchase Order) supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to retaining the services of Bidder by the DPHSS and contains all of the covenants and terms between the parties with respect to such this project. 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 are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement and addenda will be effective only if it is in writing signed by the party to be charged.

M. BID EVALUATION AND SELECTION CRITERIA.

1. Award will be made to the lowest total cost submitted specified herein. However, DPHSS reserves the right to reject any bid and award the bid in a manner that is in the best interest of DPHSS. DPHSS further reserves the right to determine whether the personnel to be provided can adequately perform as specified in this bid. In the event that DPHSS determines that personnel are not performing correctly, the contractor shall remove the person(s) so designated and replace those persons with suitable replacements within 5 days following such a request.

2. Work Schedule:

Office Hours. The Bidder shall ensure office hours are provided for the Elderly Nutrition Program from 8:00 a.m. to 5:00 p.m., Monday through Friday, except on the ten (10) identified holidays in compliance with the Health and Welfare benefits as provided by the U.S. Department of Labor provisions for Guam.

V. SPECIAL PROVISIONS

1. Performance and Payment Bond Requirements:

All bidders are required to submit bid security in the amount of 15% of their total bid amount which must also indicate that the security is not only for a bid bond, but also for performance under this Bid as required by 5 G.C.A. 5312. Failure to submit a proper bid bond will cause the bid to be rejected.

As required by law, the bid security shall not be released upon award of the bid, but instead shall continue in full force and effect until after delivery of the supplies or services required by the contract awarded to the Bidder under the associated Invitation for Bid is completed to secure the faithful performance under this Bid (e.g., until warranty period has ended as any warranty is a service provided in conjunction with the delivery of goods).

THE BID/PERFORMANCE GUARANTEE MAY BE IN THE FORM OF:

- a. Cashier's Check or Certified Check
- b. Letter of Credit
- c. Surety Bond – Valid only if accompanied by:
 - i. Current Certificate of Authority;
 - ii. Power of Attorney issued by the Surety to the Resident General Agent;
 - iii. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf

§ 5212. Bid Security and Performance Bond Requirement for Contractors.

(a) Requirement for Bid Security. Bid security shall be required for all competitive sealed bidding for the procurement of supplies or services when the total price is estimated by the Chief Procurement Officer to exceed Twenty-Five Thousand Dollars (\$25,000.00). Bid security shall be a bond provided by a surety company authorized to do business in Guam, or the equivalent in cash, or otherwise supplied in a form satisfactory to the government of Guam. Nothing herein prevents the requirement of such bonds on the procurement of supplies or services totaling fewer than Twenty-Five Thousand Dollars (\$25,000.00) when a written determination and justification for such requirement is included as an integral part of the Invitation for Bid solicitation package.

(b) Amount of Bid Security. Bid security shall be in an amount equal to fifteen percent (15%) of the total amount bid.

(c) The bid security required above under any applicable Invitation for Bid shall not be released upon award of the bid, but instead shall continue in full force and effect until delivery of the supplies or services required by any contract awarded to contractor under the associated Invitation for Bid is completed, except that the bid security for a lease of real property shall be released upon the government's execution of the lease and taking possession of the property. The Director of Administration shall review all bid security for existing leases and shall release said bid security if a lessor is in compliance with the lease.

(d) Action against Bid Security. In the event that a successful bidder fails to complete delivery of supplies or services as required in the contract between such contractor and the government of Guam, the government of Guam may proceed to procure such supplies or services from the next lowest bidder who is able to deliver such supplies or services. The government of Guam may retain so much of the bid security as may be required to compensate the government for damages arising from contractor's failure to complete delivery of such supplies or services, and the government of Guam may also bring an action in the Superior Court of Guam against the contractor for direct damages, if any, beyond the amount of the bid security posted except that no action against bid security may be taken in such circumstances where supplies or services are terminated due to the government of Guam's failure to pay for such services or supplies on a timely basis.

(e) Rejection of Bids for Noncompliance with Bid Security Requirements. When the Invitation for Bids requires bid security, noncompliance requires that the bid be rejected unless, pursuant to Policy Office regulations, it is determined that the bid fails to comply in a non-substantial manner with the security requirements.

(f) Withdrawal of Bids. After the bids are opened, they shall be irrevocable for the period specified in the Invitation for Bids, except as provided in §§ 5211(f) of this Chapter. If a bidder is permitted to withdraw its bid before award, no action shall be had against the bidder or the bid security.

(g) No Requirement for Performance Bond. The bid security that shall be held until complete delivery of the supplies or services by the successful bidder is deemed to be satisfactory to adequately protect the best interest of the government of Guam, from default, and thus, no separate performance bond shall be required of the successful bidder on a contract for supplies or services.

(h) Bond Forms. The Policy Office shall promulgate by regulation the form of the bond or other bid security required by this Section together with any additional regulations necessary for the administration of this Section. Any person may request and obtain from the Government of Guam a certified copy of a bond upon payment of the cost of reproduction of the bond and postage, if any. A certified copy of a bond shall be prima facie evidence of the contents, execution and delivery of the original. SOURCE: 5 GCA GOVERNMENT OPERATIONS CH. 5 GUAM PROCUREMENT LAW

2. Failure To Submit Required Documentation:

Failure by Bidder to submit the required information or data will be cause to declare the bidder as non-compliant with the bid. Any declaration of non-compliance shall be at the sole discretion of the Director of DPHSS.

3. Contract Term:

The lowest responsive and responsible bidder for the item above will enter into a contract on terms acceptable to DPHSS. Form contracts from vendors shall not be used. The contract term shall commence and end on the dates stated in the IFB Contract. The term of this contract shall commence upon signing of contract for three (3) years with the option to renew for two (2) additional fiscal years. DPHSS finds that a multi-year fixed price contract will ensure the best price in the long-term to hedge against fluctuating prices which tend to increase over time and to increase efficiency in operations by not having to proceed through the bid process annually. In the fourth year price adjustments may be made subject to the provision of verified cost and pricing data from the vendor.

These specifications were drafted by Charlene D. San Nicolas and approved by Linda Unpingco DeNorcey, DPHSS Director and hereby constitute the findings and determinations of the Director.

Bidders are notified they will be subject to these terms and conditions and as a condition of submitting a bid, agree to the terms contained herein

THIS FIRM, FIXED-PRICE AGREEMENT is made and entered into this _____ day of October, 2019 by and between the Guam Department of Public Health and Social Services ("DPHSS"), whose business address is xxxxxxxxxxxxxxxxxxx, and SH Enterprises, Inc. ("Bidder"), whose mailing address is P.O.Box9730 Tam,Guam9693 licensed to conduct business on Guam and having Guam business license Nos. 2024064.

WITNESSETH, that whereas, DPHSS intends to purchase Nutrition Services for the purpose of Elderly Nutrition identified in DPHSS Bid No. GSA-056-19.
Program

NOW THEREFORE, DPHSS and the Bidder for the considerations hereinafter set forth herein and in other documents associated with the performance hereunder, agree as follows:

SECTION 1. THE BIDDER AGREES:

To provide all of the goods and services specified in DPHSS IFB No. GSA-056-19 at the prices specified in the bid. Bidder agrees to maintain all time all licenses, labor, insurance, material, equipment, tools and services necessary to perform and comply with this Terms and Conditions of Bid No. GSA-056-19 and the Bid Documents as defined in Section 3 herein. Bidder also understands that it is responsible for all taxes and fees which may be due relative to payment or performance hereunder (including but not limited to, all employee, corporate and gross receipt taxes). DPHSS reserves the right to amend this Agreement or request a change order, but the right is subject to the mutual agreement of both parties and all amendments or change orders shall be in writing signed by both parties (Changes to quantity; food; federal guide lines; etc.).

- (a) CONTRACT TIME: The Bidder agrees to commence work under this contract upon written notice to proceed and to provide the services as specified in the Bid Documents in the time, place and manner provided in the Bid Documents (as amended). Bidder agrees by placing their signature hereto that they have been placed on notice that the provision of the goods and services hereunder is necessary to protect the public health and that time is always of the essence.
- (b) SUB-BIDDERS: The Bidder agrees to bind every sub-Bidder to the terms of the Contract Documents. Bidder further agrees that no sub-Bidder Bidder may be allowed to perform in any fashion whatsoever under this contract until such time as the express written approval of DPHSS is obtained. The Contract Documents shall not be construed as creating any contractual relation between a sub-Bidder and the Guam Department of Public Health and Social Services.

SECTION 2. INTEREST:

Interest on amounts ultimately determined to be due to a contractor or the Territory shall be payable at the statutory rate applicable to judgments from the date the claim arose through the date of decision or judgment, whichever is later.

SECTION 3. IFB DOCUMENTS:

It is hereby mutually agreed that the following list of instruments, plans, specifications and documents which are attached hereto, bound herewith or incorporated herein by reference shall constitute the IFB Documents, all of which are made a part hereof, and collectively evidence and constitute the Contract between the parties, hereto, and they are as fully a part of this Agreement as if they were set out verbatim and in full herein, and are designated as follows:

- a. Invitation to Bid
- b. Instructions to Bidders
- c. Bid
- d. Form of Non-Collusion Affidavit
- e. Bid / Performance and Payment Bond
- f. Certification of Bidders Regarding Equal Employment Opportunity
- h. Addenda/Amendments
- i. Answers to Questions (if DPHSS determines they are applicable).

SECTION 4. LIQUIDATED DAMAGES:

By submitting a bid, the Bidder agrees to commence work on the date to be specified in a written "Notice to Proceed" from GSA and to fully complete the project within the allotted time thereafter in accordance with the terms and conditions specified herein. In the event that the Bidder fails, neglects, and/or refuses to complete all the work called for in the bid, fails to provide the goods or services in the allotted time, then Bidder shall pay to DPHSS the daily cost to provide meals as calculated in Section II, per day as liquidated damages for the non-performance since the total number of meals changes daily. The liquidated damages herein are not a penalty, but rather a reasonable estimate by DPHSS of the loss it would suffer as a result of non-performance.

SECTION 5. COVENANT AGAINST CONTINGENT FEES:

The Bidder warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warrant shall give DPHSS the right to terminate the contract, or at its direction, deduct from the contract price or consideration the amount of such commission, percentage, brokerage or contingent fee. This warranty shall not apply to commissions payable by Bidders upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Bidder for the purpose of securing business.

SECTION 6. OTHER CONTRACTS:

DPHSS may award other contracts for additional work, and the Bidder shall fully cooperate with such other Bidders and carefully fit his own work to that provided under other contracts as may be directed by the Contracting Officer. The Bidder shall not commit or permit any act which will interfere with the performance of work by any other Bidder.

SECTION 7. DISPUTES:

Except as otherwise specifically provided in this contract, all disputes concerning questions of fact arising under this contract shall be decided by the DPHSS Director whose decision shall be final and conclusive upon the parties thereto. In the meantime, the Bidder shall diligently proceed with the work as directed. However, the final decision of the DPHSS Director is appealable to the Guam Public Auditor as provided under 5 G.C.A. § 5427(e).

SECTION 8. DIFFERING SITE CONDITIONS:

The Bidder accepts the conditions at the work site as they eventually may be found to exist and warrants and represents that the contract can and will be performed under such conditions, and that all materials, equipment, labor and other facilities required because of any unforeseen conditions (physical or otherwise) shall be wholly at the Bidder's own cost and expense, anything in this contract to the contrary notwithstanding.

SECTION 9. IFB CONTRACT BINDING:

It is agreed that GSA Bid No. _____ and all the Covenants hereof shall insure to the benefit of and binding upon DPHSS and the Bidder respectively and his parties, successors, assignees and legal representative. Neither DPHSS nor the Bidder shall have the right to assign, transfer or sublet his interests or obligations hereunder without written consent of the other party.

It is hereby mutually agreed by and between the parties hereto that no mechanic, Bidder, sub-Bidder, material man or other person can or will contract for or in any other manner have or acquire any lien upon the binding or works covered by this contract, or the land upon which the same is situated.

SECTION 10. DPHSS NOT LIABLE:

A. DPHSS, its officers, agents, employees and governing board assumes no liability for any accident or injury that may occur to the Bidder, Bidder's agents, employees, or to Bidder's property while on the job or otherwise en route to or from the job during any travel required by the terms of this agreement.

B. DPHSS, its officers, agents, employees and governing board shall not be liable to Bidder for any work performed by the Bidder prior to the written and signed approval of this Contract by the Director for DPHSS and the Bidder hereby expressly waives any and all claims for service performed in expectation of this agreement prior to its signature of the Director.

SECTION 11. NOTICES:

All notices between the parties 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:

To: **GUAM DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES**

To: **BIDDER**

SH Enterprises, Inc.
P.O. Box 9730
Tamuning, Guam 96931
649-0521 / 649-0523 (Fax)

SECTION 12. TERMINATION:

Section 12.1 – Termination For Default:

- (1) **Default.** If the Bidder refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, DPHSS may notify the Bidder in writing of the delay or non-performance and if not cured in ten (10) working days or any longer time specified in writing by the DPHSS, DPHSS may terminate the Bidder's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part the DPHSS may procure similar services in a manner and upon terms deemed appropriate by the DPHSS. The Bidder shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar services.
- (2) **Bidder's Duties.** Notwithstanding termination of the contract and subject to any directions from the DPHSS, the Bidder shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Bidder in which DPHSS has an interest.
- (3) **Compensation.** Payment for completed services delivered and accepted by the government and DPHSS shall be at the contract price. DPHSS may withhold from amounts due the Bidder such sums as the DPHSS deems to be necessary to protect DPHSS against loss because of outstanding liens or claims of former lien holders and to reimburse the DPHSS for the excess costs incurred in procuring similar goods and services (including the provision of these goods and services by DPHSS personnel). In addition, in the event of a breach on the part of the Bidder, DPHSS shall be due liquidated damages as specified in the Bid to compensate DPHSS for the costs incurred by attributable to Bidder's delay, breach or non-performance.
- (4) **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of sub-Bidder(s) of Bidder, the Bidder shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Bidder to make progress in the prosecution of the work hereunder which endangers such performance) if the Bidder has notified the DPHSS within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform or to make progress due to such causes similar to those set forth above, the Bidder shall not be deemed to be in default, unless the services to be furnished by the Bidder (or sub-Bidder) were reasonably obtainable from other sources in sufficient time to permit the Bidder to meet the contract requirements. Failure of the Bidder (or sub-Bidder) to perform for reasons other than cited above shall constitute a default of the Bidder unless cured by Bidder with a reasonable time.

Upon request of the Bidder, DPHSS shall ascertain the facts and extent of such failure, and, if DPHSS determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Bidder's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the DPHSS and the government of Guam under the laws of Guam.

- (5) Erroneous Termination for Default. If, after notice of termination of the Bidder's right to proceed under the provisions of this clause, it is determined for any reason that the Bidder was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subsection C, below.
- (6) Additional Rights and Remedies. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

Section 12.2 – Termination For Convenience:

- (1) Termination. DPHSS may, when the interest of the government so requires, terminate this contract in whole or in part, for the convenience of DPHSS (including the provision of services by any sub-Bidder of the Bidder). DPHSS shall give thirty (30) days advance written notice of the termination to the Bidder specifying the part of the contract terminated and when termination becomes effective.
- (2) Bidder's Obligations. The Bidder shall incur no further obligations in connection with the terminated work (except in the case of Sub-Bidders where the Bidder is solely liable to DPHSS for their acts and/or non-performance or breach under this agreement) and on the date set in the notice of termination the Bidder will stop work to the extent specified. The Bidder shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Bidder shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. DPHSS may direct the Bidder to assign the Bidder's right, title, and interest under terminated orders or subcontracts to DPHSS. The Bidder must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
- (3) Right to Work Product. Upon termination of the contract for the convenience of the government or DPHSS or for any other reason, Bidder shall transfer title and deliver to DPHSS all documents and reports, plans, drawings, information and other material produced by Bidder or any of its sub-Bidders in connection with the performance of this contract. The Bidder shall protect and preserve property in its possession or in the possession of any of its sub-Bidders in which the DPHSS or the Government of Guam has an interest.
- (4) Compensation.

(a) The Bidder shall submit a termination claim specifying the amount due because of the termination for convenience together with cost or pricing data to the extent required by § 3118 (Cost or Pricing Data) of the Guam Procurement Regulations bearing on such claim. If the Bidder fails to file a termination claim within one year from the effective date of termination, DPHSS may pay the Bidder, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) DPHSS and the Bidder may agree to a settlement provided the Bidder has filed a termination claim supported by cost or pricing data to the extent required by § 3118 (Cost or Pricing Data) of the Guam Procurement Regulations and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the DPHSS and the contract price of the work not terminated.

(c) Absent complete agreement under Subparagraph (2) of this Paragraph, DPHSS shall pay the Bidder the following amounts, provided payments agreed to under Subparagraph (2) shall not duplicate payments under this Subparagraph:

- (i) contract prices for services accepted under the contract;

- (ii) costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for accepted supplies or services; provided, however, that if it appears that the Bidder would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
- (iii) costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph (b) of this clause;
- (iv) the reasonable settlement costs of the Bidder including accounting, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract for the termination and settlement of subcontracts hereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this contract. The total sum to be paid the Bidder under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the Bidder reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Cost claimed, agreed to, or established under Subparagraph (b) and (c) of this Paragraph shall be in accordance with Chapter 7 (Cost Principles) of the Guam Procurement Regulations.

SECTION 13. SEVERABLE PROVISIONS:

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. The terms of this Contract shall control in the event of any conflict between this Contract and any other document incorporated or referenced herein.

SECTION 14. GOVERNING LAW AND VENUE:

The laws of Guam shall govern the validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties to this Agreement.

SECTION 15. OWNERSHIP OF DOCUMENTS:

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

SECTION 16. INDEMNITY:

Bidder agrees to save and hold harmless DPHSS, its board members, officers, agents, representatives, successors and assigns and other governmental agencies from any and all suits or actions of every nature and kind, which may be brought for or on account of any injury, death, or damage arising or growing out of the acts or omissions of the Bidder, Bidder's officers, agents (including sub-bidders), servants or employees under this Agreement.

SECTION 17. GENERAL COMPLIANCE WITH LAWS:

The Bidder agrees that Bidder is to comply with all Federal and territorial laws, rules, regulations and ordinances applicable to the work being performed hereunder. Bidder shall attach a copy of appropriate business license or an affidavit executed under penalty of perjury that indicates that Bidder is exempt under Guam law (must include legal citations proving exemption).

SECTION 18. ACCESS TO RECORDS AND OTHER REVIEW:

The Bidder, including his sub-bidders, if any, shall maintain copies of all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the contract, for inspection by the Guam Department of Public Health and Social Services. All originals of any documents related to this Contract shall be provided to DPHSS as soon as possible, but not later than one day prior to the conclusion of this Agreement. Each subcontract by Bidder pursuant to this agreement shall include a provision containing the conditions of this Section.

SECTION 19. SCOPE OF AGREEMENT:

This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to retaining the services of Bidder by the DPHSS and contains all of the covenants and terms between the parties with respect to such this project. 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 are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement and addenda will be effective only if it is in writing signed by the party to be charged. For the purposes of this paragraph and of the entire agreement, the signature of the Director for the Guam Department of Public Health and Social Services (or his designee) is the only signature that will bind the DPHSS.

SECTION 20. RESPONSIBILITY OF BIDDER:

In addition to the other requirements set forth in the bid and this Contract, the Bidder shall be responsible for the professional and technical accuracy of all work and materials furnished under this contract. The Bidder shall, without additional cost to DPHSS, correct or revise all errors or deficiencies in his/her work.

DPHSS's review, approval, acceptance of, and payment for goods, fee, or for services required under this contract, shall not be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the Bidder's failure of performance of this contract and the Bidder shall be and remain liable to the DPHSS for all costs of any kind which may be incurred by the DPHSS as a result of the Bidder's negligent or erroneous performance of any of the services performed under this contract. DPHSS shall continue to remain liable for its own negligent acts and those of its employees and its failure to perform as provided under this agreement.

SECTION 21. CLAIMS BASED ON ACTS OR OMISSIONS BY DPHSS:

If any action or omission on the part of DPHSS requiring performance changes within the scope of the contract constitutes the basis for a claim by the Bidder for additional compensation, or an extension of time for completion, the Bidder shall continue with performance of the contract in compliance with the directions or orders of DPHSS, but by so doing, the Bidder shall not be deemed to have prejudiced any claim for additional compensation or an extension of time for completion; provided:

(a) the Bidder shall have given written notice to DPHSS:

- (i) prior to the commencement of the work involved, if at that time the Bidder knows of the occurrence of such action or omission;
- (ii) within 30 days after the Bidder knows of the occurrence of such action or omission, if the Bidder did not have such knowledge prior to the commencement of the work; or
- (iii) within such further time as may be allowed by the Procurement Officer in writing.

This notice shall state that the Bidder regards the act or omission as a reason which may entitle the Bidder to additional compensation, or an extension of time. The Procurement Officer or designee of such officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretions of the Procurement Officer or designee of such officer.

(b) the notice required by Subparagraph (a) of this Paragraph describes as clearly as practicable at the time the reasons why the Bidder believes that additional compensation, or an extension of time may be remedies to which the Bidder is entitled; and

(c) the Bidder maintains and, upon request, makes available to the Procurement Officer within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.

Nothing herein contained, however, shall excuse the Bidder from compliance with any rules of law precluding any DPHSS official or its Bidders from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the contract. Any adjustment in the contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.


SECTION 22. ADDITIONAL CONTRACT TERMS AND CONDITIONS:

- 22.1 **Ethical Standards.** With respect to this Agreement and any other contract that the Bidder may have, or wish to enter into, with any government of Guam agency, the Bidder represents that it has not knowingly influenced, and promises that it will not knowingly influence, any government employee to breach any of the ethical standards set forth in the Guam Procurement Law and in any of the Guam Procurement Regulations.
- 22.2 **Prohibition Against Gratuities and Kickbacks.** With respect to this Agreement and any other contract that the Bidder may have, or wish to enter into, with any government of Guam agency, the Bidder represents that he 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 Regulations.
- 22.3 **Prohibition Against Contingent Fees.** The Bidder represents that it has not retained any person or agency upon an agreement or understanding for a percentage, commission, brokerage, or other contingent arrangements, except for retention of bona fide employees or bona fide established commercial selling agencies, to solicit or secure this Agreement or any other contract with the government of Guam or its agencies.
- 22.4 **Prohibition Against Employment of Sex Offenders.** Bidder warrants that no person providing services on behalf of the Bidder who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28 Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry shall work for his employer on the property of the government of Guam other than a public highway; and that if any person providing services on behalf of the Bidder is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense that as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, the employee will be immediately removed from working on the property of the government of Guam and that the Director of the DPHSS be informed of such within twenty-four (24) hours of such conviction.

Bidder, after notice from DPHSS, DSC of a violation of this provision, shall, within twenty-four (24) hours, take corrective action and shall report such action to DPHSS, DSC. Failure to take corrective action within the stipulated period may result in the temporary suspension of the contract at the discretion of the Director of the DPHSS.

EXHIBIT 8

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION**

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion	
PROJECT INFORMATION:	
Project Name:	<u>Elderly Nutrition Program-Congregate & Home Delivered Meals.</u>
Project Number:	<u>GSA-056-19</u>
Data Universal Numbering System (DUNS) Number:	_____
Principal Contact:	<u>SH Ent., Inc. / Hui Sook Min - Program Supervisor</u>
	<small>Firm Name / Contact Name / Title</small>
	<u>P.O. Box 9730 Tamuning, Guam 96931 / 649-0521</u>
	<small>Firm Address / Phone Number / Email Address</small> <u>californiamart@yahoo.com</u>
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion	
<i>Contractor-</i>	
(1) The undersigned certifies, by submission of this proposal, that it and its principals:	
(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal agencies;	
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;	
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and	
(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.	
(2) Where the undersigned is unable to certify to any of the statements in this certification, such Subrecipient/ Sub Grantee offeror shall attach an explanation to this proposal.	
*Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency, dates of action, and the type of violation.	
I, the official named below, hereby swear that I am duly authorized to legally bind the prospective contractor to the above described certification. I am fully aware that this certification is made under penalty of perjury under the laws of Guam.	
	<u>Hui Sook Min / Vice-President</u>
Signature/Authorized Certifying Official	Typed Name and Title
<u>SH Enterprises, Inc.</u>	<u>10-9-19</u>
Prospective Contractor/Organization	Date Signed
Contractor License No. (if any)	

Instructions: Bidders need to sign and submit this form with the Bid.

GENERAL SERVICE AGENCY
(Aghensian Setbtsion Hinirat)
Government of Guam
590 S. Marine Corps Drive, Suite 219 Tamuning, Guam 96913
Tel: 477-1707-10 Fax: 472-4217 / 475-1716/27

Accountability * Impartiality * Competence * Openness * Value

BID STATUS

November 08, 2019

BASIL FOOD INDUSTRIAL SERVICES
Attn: Betty Ann Dela Cruz, Program Manager
530 West O'Brien Drive
Hagatna, Guam 96932
Tel: (671) 475-8888 / Fax: (671) 475-0088
Email: bettybaza@yahoo.com

BID INVITATION NO.: GSA-056-19

OPENING DATE: October 24, 2019

Nutrition Services for the Comprehensive Management, Operations and Maintenance of the Elderly Nutrition Program, Congregate Meals and Home-Delivered Components.

The following is the result of the above-mentioned bid. Refer to the items checked below.

Cancelled (in its entirety), or partially cancelled due to:

- Insufficient funds;
- Change of specifications; or
- Insufficient number of bidders.

Rejected due to:

- Late submission of bid;
- No bid security or insufficient bid security;
- Not meeting the delivery requirement as stated in the IFB;
- Non-conformance with requirement of IFB: (See Remarks)
- High price
- Others

REMARKS: _____

Bid recommended for award:

SH ENTERPRISE, INC. IN THE TOTAL AMOUNT OF \$3,789, 211.00

REMARKS: Thank you for your participation with this bid. Please send your authorized representative to pickup your original bid status and cashier check/bid bond or Standby Letter of Credit.


CLAUDIA S. ACFALLE
Chief Procurement Officer

Please Print	
ACKNOWLEDGEMENT COPY (Re-fax to GSA)	
Received By:	<u>Betty Ann Sanchez</u>
Date:	<u>11-8-19</u>
Company Name:	<u>Basil Food Service</u>
Fax to:	475-1727 or 472-4217
E-mail to:	gsaprocurement@gsadoa.guam.gov

EXHIBIT 9



PURCHASE ORDER
 GENERAL SERVICES AGENCY
 DEPARTMENT OF ADMINISTRATION
 GOVERNMENT OF GUAM

148 Route 1
 Marine Drive
 P.H. Guam 96926

TRAN CODE

THIS PURCHASE ORDER NUMBER

No. P206A00840

MUST APPEAR ON ALL INVOICES
 PACKING SLIPS, PACKAGES, B/L,
 CORRESPONDENCE ETC.

F.O.B.	* AIR FREIGHT TEL. CONTACT	SHIP VIA:	DATE 11/08/2019	JOB ORDER NO. 173019103230	OBJCT 230
PREPAID-SHOW SHIPPING CHARGES AS SEPARATE ITEM ON INVOICE.					

TO:

CALIFORNIA MART
 S.H. ENTERPRISES, INC.
 P.O. BOX 9730
 TAMUNING, GU 96931
 Telephone: 671 649-0521 Fax: 671 649-0527
 Email:

VENDOR

50097959

CONSIGNEE, DESTINATION & MARKING

DEPT OF PUBLIC HEALTH
 & SOCIAL SERVICES
 123 CHALAN KARETA RTE. 10
 MANGILAO, GU 96923-0000

TITLE III-C-1 CONGREGATE MEALS

AUTHORITY 3109	** INVITATION NO. GSA-056-19	** CONTRACT NO.	TIME FOR DELIVERY SEE BELOW	EXPIRING	DISCOUNT TERMS:
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ISSUED TO COVER THE COST TO PROVIDE CONGREGATE MEAL SERVICES. REF: IFB GSA-056-19 NUTRITION SERVICES FOR THE COMPREHENSIVE MANAGEMENT, OPERATIONS, AND MAINTENANCE OF THE ELDERLY NUTRITION PROGRAM, CONGREGATE MEALS COMPONENT.				158441.40	0201730021
VENDOR MUST COMPLY WITH ALL REQUIREMENTS/SPECIFICATIONS INCLUSIVE OF ALL TERMS AND CONDITIONS WHICH ARE MADE A PART OF THIS PURCHASE ORDER.					
PERIOD: 12/01/19 - 1/24/2020 MONDAY THROUGH FRIDAY.					
COVERS: 1 THRU 2 MOS. OF A NOTE:					
THE GOVERNMENT OF GUAM WILL NOT BE RESPONSIBLE FOR 'UNAUTHORIZED' PURCHASES OR SERVICES. Note: Amounts due this Purchase Order may be off set for monies due the of Guam inclusive of but not limited to taxes, fees, and returned checks other damages, penalties, and Attorney's fees, after failure to pay To be coordinated between the agency and vendor.					Government plus for accordingly
ALL LATE DELIVERIES AND ACCEPTANCES ARE SUBJECT TO THE LIQUIDATED DAMAGES CLAUSE IN SECTION 6101(9)(a) OF THE GAR.					

SPECIAL INSTRUCTIONS TO VENDOR:

- B. SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACCOUNTS, DEPARTMENT OF ADMINISTRATION; GOVERNMENT OF GUAM, P.O. BOX 884, AGANA, GUAM 96910.
- C. PAYMENT IN THIRTY (30) DAYS UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION.
- D. THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE.
- E. * THIS ORDER IS SUBJECT TO THE SPECIAL PROVISIONS, AND BID GENERAL TERMS AND CONDITIONS SPECIFIED ON THIS BID.
- F. * ON ALL AIR SHIPMENTS HAVE AIR FREIGHT COMPANY CALL THIS NUMBER UPON ARRIVAL OF GOODS IN GUAM.

XXXXXXXXXXXX

A. DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL.

TOTAL

INSERT CHANGES AND RETURN THIS ORDER FOR AMENDMENT.

CONTRACTOR: PLEASE SUPPLY PROMPTLY THE ABOVE ARTICLES OR SERVICES. ALL CORRESPONDENCE PERTAINING TO THIS ORDER INCLUDING INVOICES, SHIPPING DOCUMENTS AND PACKAGES MUST BEAR THE PURCHASE ORDER NUMBER SHOWN ABOVE. SEE REVERSE SIDE FOR PURCHASE ORDER TERMS AND CONDITIONS.

ADVANCE PAYMENT AUTHORIZATION
 PAYMENT ENCLOSED

SIGNATURE:

Claudia Actalle

Claudia Actalle Chief Procurement Officer



PURCHASE ORDER
 GENERAL SERVICES AGENCY
 DEPARTMENT OF ADMINISTRATION
 GOVERNMENT OF GUAM

148 Route 1
 Marine Drive
 Piti, Guam 96926

TRAN CODE

THIS PURCHASE ORDER NUMBER

No. P206A00840

MUST APPEAR ON ALL INVOICES
 PACKING SLIPS, PACKAGES, B/L,
 CORRESPONDENCE ETC.

F.O.B.	* AIR FREIGHT TEL. CONTACT	SHIP VIA:	DATE 11/08/2019	JOB ORDER NO. 173019103230	OBJGL 230
PREPAID SHOW SHIPPING CHARGES AS SEPARATE ITEM ON INVOICE					

TO:

CALIFORNIA MART
 S.H. ENTERPRISES, INC.
 P.O. BOX 9730
 TAMUNING, GU 96931
 Telephone: 671 649-0521 Fax: 671 649-0527
 Email:

VENDOR

50097959

CONSIGNEE, DESTINATION & MARKING

DEPT OF PUBLIC HEALTH
 & SOCIAL SERVICES
 123 CHALAN KARETA RTE. 10
 MANGILAO, GU 96923-0000

TITLE III-C-1 CONGREGATE MEALS

AUTHORITY 3109	** INVITATION NO. GSA-056-19	** CONTRACT NO.	TIME FOR DELIVERY SEE BELOW	EXPIRING	DISCOUNT TERMS:
-------------------	---------------------------------	-----------------	--------------------------------	----------	-----------------

36 MONTH AGREEMENT

780 CLIENTS X \$5.49 PER MEAL
 = \$4,282.20 X 37 SERVICE DAYS
 = \$158,441.40.

HOLIDAYS ON: MON. DEC. 9, 2019
 OUR LADY OF CAMARIN DAY; WED.
 DEC. 25, 2019 CHRISTMAS DAY;
 WED. JAN. 1, 2020 NEW YEARS.

POC: CHARLENE SAN NICOLAS
 0638-3800 DPRESS

****NOTHING FOLLOWS****

NOTE:

THE GOVERNMENT OF GUAM WILL NOT BE RESPONSIBLE FOR 'UNAUTHORIZED' PURCHASES OR SERVICES.
 Note: Amounts due this Purchase Order may be off set for monies due the
 of Guam inclusive of but not limited to taxes, fees, and returned checks
 other damages, penalties, and Attorney's fees, after failure to pay
 To be coordinated between the agency and vendor
 ALL LATE DELIVERIES AND ACCEPTANCES ARE SUBJECT TO THE LIQUIDATED DAMAGES CLAUSE IN SECTION
 6101(9) (a) OF THE GAR.

SPECIAL INSTRUCTIONS TO VENDOR:

- B. SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACCOUNTS, DEPARTMENT OF ADMINISTRATION; GOVERNMENT OF GUAM, P.O. BOX 984, AGANA, GUAM 96910.
- C. PAYMENT IN THIRTY (30) DAYS UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION.
- D. THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE.
- E. * THIS ORDER IS SUBJECT TO THE SPECIAL PROVISIONS, AND BID GENERAL TERMS AND CONDITIONS SPECIFIED ON THIS BID.
- F. * ON ALL AIR SHIPMENTS HAVE AIR FREIGHT COMPANY CALL THIS NUMBER UPON ARRIVAL OF GOODS IN GUAM.

158441.40

A. DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL.
 ← INSERT CHANGES AND RETURN THIS ORDER FOR AMENDMENT.

↑ TOTAL ↑

CONTRACTOR: PLEASE SUPPLY PROMPTLY THE ABOVE ARTICLES OR SERVICES. ALL CORRESPONDENCE PERTAINING TO THIS ORDER INCLUDING INVOICES, SHIPPING DOCUMENTS AND PACKAGES MUST BEAR THE PURCHASE ORDER NUMBER SHOWN ABOVE. SEE REVERSE SIDE FOR PURCHASE ORDER TERMS AND CONDITIONS.

ADVANCE PAYMENT AUTHORIZATION
 PAYMENT ENCLOSED

SIGNATURE:

C. Actalle

Claudia S. Actalle Chief Procurement Officer



PURCHASE ORDER
 GENERAL SERVICES AGENCY
 DEPARTMENT OF ADMINISTRATION
 GOVERNMENT OF GUAM

148 Route 1
 Marine Drive
 P.H., Guam 96925

TRAN CODE

THIS PURCHASE ORDER NUMBER

No. P206A00840

MUST APPEAR ON ALL INVOICES
 PACKING SLIPS, PACKAGES, B/L,
 CORRESPONDENCE ETC.

F.O.B.	* AIR FREIGHT TEL CONTACT	SHIP VIA:	DATE 11/08/2019	JOB ORDER NO. 173019103230	OBJCT 230
PREPAID-SHOW SHIPPING CHARGES AS SEPARATE ITEM ON INVOICE					

TO:

CALIFORNIA MART
 S.H. ENTERPRISES, INC.
 P.O. BOX 9730
 TAMUNING, GU 96931
 Telephone: 671 649-0521 Fax: 671 649-0527
 Email:

VENDOR
 50097959

CONSIGNEE, DESTINATION & MARKING

DEPT OF PUBLIC HEALTH
 & SOCIAL SERVICES
 123 CHALAN KARETA RTE. 10
 MANGILAO, GU 96923-0000

TITLE III-C-1 CONGREGATE MEALS

AUTHORITY 3109	** INVITATION NO. GSA-056-19	** CONTRACT NO.	TIME FOR DELIVERY SEE BELOW	EXPIRING	DISCOUNT TERMS:
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THIS ORDER IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. Acknowledgment copy of this order must be signed and returned advising approximate or definite shipping date.
2. No variation in any of the terms, conditions, deliveries, prices, quantity, quality, or specification on this order, irrespective of the wording of the seller's acceptance, will be effective without buyer's written consent.
3. Packing list must accompany each shipment, showing our order number, description and part/serial number for each item.
4. Shipments must be identified as "PARTIAL" or "COMPLETE".
5. Material is subject to buyer's inspection and approval within a reasonable time after delivery; if specifications are not met, material shall be returned at seller's expense.
6. In connection with any prompt payment discount offered, time will be computed from date of delivery and acceptance at destination, or from the date the correct invoice or voucher is received in the office specified by the Government of Guam, if the latter is later than date of delivery and acceptance. Payment is deemed to be made, for the purpose of earning discount, on the date of the mailing of the check.
7. Overshipments, unless specifically authorized, will not be accepted.
8. In connection with bid awards and contracts, this purchase order shall be governed by the Special Provisions and Bid General Terms and Conditions as specified.

SPECIAL INSTRUCTIONS TO VENDOR:

- A. SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACCOUNTS, DEPARTMENT OF ADMINISTRATION; GOVERNMENT OF GUAM, P.O. BOX 884, AGANA, GUAM 96910.
- B. PAYMENT IN THIRTY (30) DAYS UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION.
- C. THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE.
- D. ** THIS ORDER IS SUBJECT TO THE SPECIAL PROVISIONS, AND BID GENERAL TERMS AND CONDITIONS SPECIFIED ON THIS BID.
- E. * ON ALL AIR SHIPMENTS HAVE AIR FREIGHT COMPANY CALL THIS NUMBER UPON ARRIVAL OF GOODS IN GUAM.

158441.40

**A. DO NOT FILL THIS ORDER
 IF YOUR TOTAL COST
 EXCEEDS THIS TOTAL.**

INSERT CHANGES AND RETURN
 THIS ORDER FOR AMENDMENT.

↑ TOTAL ↑

SIGNATURE:

C. Acalle

CONTRACTOR: PLEASE SUPPLY PROMPTLY THE ABOVE ARTICLES OR SERVICES. ALL CORRESPONDENCE PERTAINING TO THIS ORDER INCLUDING INVOICES, SHIPPING DOCUMENTS AND PACKAGES MUST BEAR THE PURCHASE ORDER NUMBER SHOWN ABOVE. SEE REVERSE SIDE FOR PURCHASE ORDER TERMS AND CONDITIONS.

ADVANCE PAYMENT AUTHORIZATION
 PAYMENT ENCLOSED

Claudia S. Acalle Chief Procurement Officer



PURCHASE ORDER
 GENERAL SERVICES AGENCY
 DEPARTMENT OF ADMINISTRATION
 GOVERNMENT OF GUAM

148 Route 1
 Marine Drive
 Piti, Guam 96925

TRAN CODE

THIS PURCHASE ORDER NUMBER

No. P206A00840

MUST APPEAR ON ALL INVOICES
 PACKING SLIPS, PACKAGES, B/L,
 CORRESPONDENCE ETC.

F.O.B.	* AIR FREIGHT TEL. CONTACT	SHIP VIA:	DATE 11/08/2019	JOB ORDER NO. 173019103230	OBJCT. 230
PREPAID-SHOW SHIPPING CHARGES AS SEPARATE ITEM ON INVOICE					

TO:

CALIFORNIA MART
 S.H. ENTERPRISES, INC.
 P.O. BOX 9730
 TAMUNING, GU 96931
 Telephone: 671 649-0521 Fax: 671 649-0527
 Email:

VENDOR

50097959

CONSIGNEE, DESTINATION & MARKING

DEPT OF PUBLIC HEALTH
 & SOCIAL SERVICES
 123 CHALAN KARETA RTE. 10
 MANGILAO, GU 96923-0000

TITLE III-C-1 CONGREGATE MEALS

AUTHORITY 3109	** INVITATION NO. GSA-056-19	** CONTRACT NO.	TIME FOR DELIVERY SEE BELOW	EXPIRING	DISCOUNT TERMS:
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* * * * *

* VENDOR ACKNOWLEDGMENT *

* RETURN TO SUPPLY MANAGEMENT DIVISION *

* DATE OF RECEIPT OF THIS ORDER 11-8-19 *

* SIGNATURE [Signature] *

* * * * *

* * * * *

* RECEIVING REPORT COPY *

* I CERTIFY THE ABOVE ARTICLES AND/OR SERVICES HAVE/HAS BEEN *

* RECEIVED AND/OR RENDERED AND THE SAME HAS BEEN INSPECTED *

* AND ACCEPTED EXCEPT AS OTHERWISE NOTED HEREIN. *

* * * * *

* DATE RECEIVED: _____ SIGNATURE: _____ *

* * * * *

SPECIAL INSTRUCTIONS TO VENDOR:

- B. SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACCOUNTS, DEPARTMENT OF ADMINISTRATION, GOVERNMENT OF GUAM, P.O. BOX 884, AGANA, GUAM 96910.
- C. PAYMENT IN THIRTY (30) DAYS UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION.
- D. THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE.
- E. * * THIS ORDER IS SUBJECT TO THE SPECIAL PROVISIONS, AND BID GENERAL TERMS AND CONDITIONS SPECIFIED ON THIS BID.
- F. * ON ALL AIR SHIPMENTS HAVE AIR FREIGHT COMPANY CALL THIS NUMBER UPON ARRIVAL OF GOODS IN GUAM.

158441.40

A. DO NOT FILL THIS ORDER
 IF YOUR TOTAL COST
 EXCEEDS THIS TOTAL.

↑ TOTAL ↑

INSERT CHANGES AND RETURN
 THIS ORDER FOR AMENDMENT.

CONTRACTOR: PLEASE SUPPLY PROMPTLY THE ABOVE ARTICLES OR SERVICES. ALL CORRESPONDENCE PERTAINING TO THIS ORDER INCLUDING INVOICES, SHIPPING DOCUMENTS AND PACKAGES MUST BEAR THE PURCHASE ORDER NUMBER SHOWN ABOVE. SEE REVERSE SIDE FOR PURCHASE ORDER TERMS AND CONDITIONS.

ADVANCE PAYMENT AUTHORIZATION

PAYMENT ENCLOSED

SIGNATURE:

[Signature]

Claudia S. Achalle NAME Chief Procurement Officer TITLE



PURCHASE ORDER
GENERAL SERVICES AGENCY
DEPARTMENT OF ADMINISTRATION
GOVERNMENT OF GUAM

148 Route 1
 Marine Drive
 P.H. Guam 96926

TRAN CODE

THIS PURCHASE ORDER NUMBER
No. P206A00841

MUST APPEAR ON ALL INVOICES
 PACKING SLIPS PACKAGES B/L
 CORRESPONDENCE ETC

F.O.B.	* AIR FREIGHT TEL. CONTACT	SHIP VIA	DATE 11/03/2019	JOB ORDER NO 173020004230	OBJCT 230
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VENDOR	TO: CALIFORNIA MART S.H. ENTERPRISES, INC. P.O. BOX 9730 TAMUNING, GU 96931 Telephone: 671 649-0521 Fax: 671 649-0527 Email:	VENDOR S0097959	CONSIGNEE DESTINATION & MARKING DEPT OF PUBLIC HEALTH & SOCIAL SERVICES 123 CHALAN KARETA RTE, 10 MANGILAO, GU 96923-0000 TIT-111C2 HOME DEL MEAL OVRMCH
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AUTHORITY 3109	** INVITATION NO GSA-356-19	** CONTRACT NO.	TIME FOR DELIVERY SEE BELOW	EXPIRING	DISCOUNT TERMS:
-------------------	--------------------------------	-----------------	--------------------------------	----------	-----------------

ITEM	ARTICLES OR SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT	DOCUMENT NUMBER
	<p>ISSUED TO COVER THE COST TO PROVIDE HOME-DELIVERED MEAL SERVICES. REF: IFB-GSA-056-19 ITEM NO. 2.0 NUTRITION SERVICES FOR THE COMPREHENSIVE MANAGEMENT, OPERATIONS, AND MAINTENANCE OF THE ELDERLY NUTRITION PROGRAM, HOME-DELIVERED MEALS COMPONENT.</p> <p>VENDOR MUST COMPLY WITH ALL REQUIREMENTS/SPECIFICATIONS INCLUSIVE OF ALL THE TERMS AND CONDITIONS WHICH ARE MADE A PART OF THIS PURCHASE ORDER.</p> <p>PERIOD: 12/01/19 - 01/30/20 MONDAY THROUGH SUNDAY.</p> <p>COVERS: 1 THRU 2 MOS. OF A NOTE:</p> <p>THE GOVERNMENT OF GUAM WILL NOT BE RESPONSIBLE FOR 'UNAUTHORIZED' PURCHASES OR SERVICES. Note: Amounts due this Purchase Order may be off set for monies due the of Guam inclusive of but not limited to taxes, fees, and returned checks other damages, penalties, and Attorney's fees, after failure to pay To be coordinated between the agency and vendor ALL LATE DELIVERIES AND ACCEPTANCES ARE SUBJECT TO THE LIQUIDATED DAMAGES CLAUSE IN SECTION 6101(9) (a) OF THE GAR.</p>				307731.80	0201730022

<p>SPECIAL INSTRUCTIONS TO VENDOR</p> <p>B. SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACCOUNTS, DEPARTMENT OF ADMINISTRATION, GOVERNMENT OF GUAM, P.O. BOX 884, AGANA, GUAM 96910.</p> <p>C. PAYMENT IN THIRTY (30) DAYS UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION</p> <p>D. THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE.</p> <p>E. * THIS ORDER IS SUBJECT TO THE SPECIAL PROVISIONS, AND BID GENERAL TERMS AND CONDITIONS SPECIFIED ON THIS BID.</p> <p>F. * ON ALL AIR SHIPMENTS HAVE AIR FREIGHT COMPANY CALL THIS NUMBER UPON ARRIVAL OF GOODS IN GUAM.</p>	XXXXXXXXXXXX	<p>A. DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL</p> <p>↑ TOTAL ↑</p>
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<p>CONTRACTOR PLEASE SUPPLY PROMPTLY THE ABOVE ARTICLES OR SERVICES ALL CORRESPONDENCE PERTAINING TO THIS ORDER INCLUDING INVOICES, SHIPPING DOCUMENTS AND PACKAGES MUST BEAR THE PURCHASE ORDER NUMBER SHOWN ABOVE. SEE REVERSE SIDE FOR PURCHASE ORDER TERMS AND CONDITIONS.</p>	<p>ADVANCE PAYMENT AUTHORIZATION</p> <p>PAYMENT ENCLOSED <input type="checkbox"/></p>	<p>SIGNATURE: <i>C. Acalle</i></p> <p>NAME: Claudia S. Acalle TITLE: Chief Procurement Officer</p>
--	---	--



PURCHASE ORDER
 GENERAL SERVICES AGENCY
 DEPARTMENT OF ADMINISTRATION
 GOVERNMENT OF GUAM

148 Route 1
 Marine Drive
 Piti, Guam 96925

TRAN CODE

THIS PURCHASE ORDER NUMBER
No. 2206A00841

MUST APPEAR ON ALL INVOICES
 PACKING SLIPS, PACKAGES OR
 CORRESPONDENCE ETC

FO.B.	RF AIR FREIGHT TEL. CONTACT SHIP VIA	DATE 11/33/2019	JOB ORDER NO 173020004230	OBJCT 231
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BUYER	TO: CALIFORNIA MART S.H. ENTERPRISES, INC. P.O. BOX 9730 TAMUNING, GU 96931 Telephone: 671 649-0521 Fax: 671 649-0527 Email:	VENDOR S0097959	CONSIGNEE DESTINATION & MARKING DEPT OF PUBLIC HEALTH & SOCIAL SERVICES 123 CHALAN KARETA RTE. 10 MANGILAO, GU 96923-0000 TIT-111C2 HOME DEL MEAL OVRMCH
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AUTHORITY 3109	INVOICE NO SSA-056-19	CONTRACTING NO.	TIME FOR DELIVERY SEE BELOW	EXPANSION	DISCOUNT TERMS
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ITEM	APPLICABLE SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT	DISCOUNT NUMBER	PAGE
THIS ORDER IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:							
1. Acknowledgment copy of this order must be signed and returned advising approximate or definite shipping date.							
2. No variation in any of the terms, conditions, deliveries, prices, quantity, quality, or specification on this order, irrespective of the wording of the seller's acceptance, will be effective without buyer's written consent.							
3. Packing list must accompany each shipment, showing our order number, description and part serial number for each item.							
4. Shipments must be identified as "PARTIAL" or "COMPLETE".							
5. Material is subject to buyer's inspection and approval within a reasonable time after delivery; if specifications are not met, material shall be returned at seller's expense.							
6. In connection with any prompt payment discount offered, time will be computed from date of delivery and acceptance at destination, or from the date the correct invoice or voucher is received in the office specified by the Government of Guam, if the latter is later than date of delivery and acceptance. Payment is deemed to be made, for the purpose of earning discount, on the date of the mailing of the check.							
7. Overshipments, unless specifically authorized, will not be accepted.							
8. In connection with bid awards and contracts, this purchase order shall be governed by the Special Provisions and Bid General Terms and Conditions as specified.							

SPECIAL INSTRUCTIONS TO VENDOR B. SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACCOUNTS, DEPARTMENT OF ADMINISTRATION, GOVERNMENT OF GUAM, P.O. BOX 884, AGANA, GUAM 96910 C. PAYMENT IN THIRTY (30) DAYS UPON RECEIPT OF MERCHANDISE BY GUAM IN CASH CONDITION D. THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE. E. * THIS ORDER IS SUBJECT TO THE SPECIAL PROVISIONS, AND BID GENERAL TERMS AND CONDITIONS SPECIFIED ON THIS BID. F. * ON ALL AIR SHIPMENTS HAVE AIR FREIGHT COMPANY CALL THIS NUMBER UPON ARRIVAL OF GOODS IN GUAM.	307731.90	A. LESS FROM THE TOTAL OF THIS ORDER B. YOUR TOTAL C. EXCEPT THE TOTAL D. NET TOTAL
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CONTRACTOR PLEASE SUPPLY PROMPTLY THE ABOVE ARTICLES OR SERVICES. ALL CORRESPONDENCE PERTAINING TO THIS ORDER INCLUDING INVOICES, SHIPPING DOCUMENTS AND PACKAGES MUST BEAR THE PURCHASE ORDER NUMBER SHOWN ABOVE. SEE REVERSE SIDE FOR PURCHASE ORDER TERMS AND CONDITIONS.	ADVANCE PAYMENT AUTHORIZATION PAYMENT ENCLOSED <input type="checkbox"/>	SIGNATURE Claudia S. Acaballe NAME Acaballe Chief Procurement Officer TITLE
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PURCHASE ORDER
 GENERAL SERVICES AGENCY
 DEPARTMENT OF ADMINISTRATION
 GOVERNMENT OF GUAM

148 Route 1
 Marine Drive
 P.H. Guam 96925

TRAN CODE

THIS PURCHASE ORDER NUMBER
No. 2206A00841

MUST APPEAR ON ALL INVOICES
 PACKING SLIPS, PACKAGES, B/L,
 CORRESPONDENCE ETC

F.O.B.	# AIR FREIGHT TEL. CONTACT	SHIP VIA	DATE 11/03/2019	JOB ORDER NO 173020004230	OBUCL 230
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VENDOR	TO: CALIFORNIA MART S.H. ENTERPRISES, INC. P.O. BOX 9730 TAMUNING, GU 96931 Telephone: 671 649-0521 Fax: 671 649-0527 Email:	VENDOR S0097959	CONSIGNEE DESTINATION & MARKING DEPT OF PUBLIC HEALTH & SOCIAL SERVICES 123 CHALAN KARETA RTE. 10 MANGILAO, GU 96923-0000 TIT-IIIC2 HOME DEL MEAL OVRMCH
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AUTHORITY 3109	** INVITATION NO GSA-356-19	** CONTRACT NO.	TIME FOR DELIVERY SEE BELOW	EXPIRING	DISCOUNT TERMS
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ITEM	ARTICLE OR SERVICE	QTY	UNIT	UNIT PRICE	AMOUNT	DOCUMENT NUMBER	TAX
	36 MOS. AGREEMENT 1180 CLIENTS X \$6.49 PER MEAL = \$7,658.20 X 59 SERVICE DAYS = \$307,731.80 HOLIDAYS ON: MON. DEC. 9, 2019 OUR LADY OF CAMARIN DAY; WED. DEC. 25, 2019 CHRISTMAS DAY; AND WED. JAN. 1, 2020 NEW YEARS. FCC: CHARLENE SAN NICOLAS 2638-3500 DPHSS ***NOTHING FOLLOWS*** NOTE: THE GOVERNMENT OF GUAM WILL NOT BE RESPONSIBLE FOR 'UNAUTHORIZED' PURCHASES OR SERVICES. Note: Amounts due this Purchase Order may be off set for monies due the of Guam inclusive of but not limited to taxes, fees, and returned checks other damages, penalties, and Attorney's fees, after failure to pay To be coordinated between the agency and vendor ALL LATE DELIVERIES AND ACCEPTANCES ARE SUBJECT TO THE LIQUIDATED DAMAGES CLAUSE IN SECTION 6101(9) (a) OF THE GAR.						

SPECIAL INSTRUCTION TO VENDOR B. SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACCOUNTS, DEPARTMENT OF ADMINISTRATION, GOVERNMENT OF GUAM, P.O. BOX 384, AGANA, GUAM 96910. C. PAYMENT IN THIRTY (30) DAYS UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION D. THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE. E. # THIS ORDER IS SUBJECT TO THE SPECIAL PROVISIONS, AND BID GENERAL TERMS AND CONDITIONS SPECIFIED ON THIS BID. F. # ON ALL AIR SHIPMENTS HAVE AIR FREIGHT COMPANY CALL THIS NUMBER UPON ARRIVAL OF GOODS IN GUAM.	307731.80	A. LIABILITIES THIS ORDER IF YOUR TOTAL COST EXCEEDS THE TOTAL OF THE ORDER AND YOU ARE THE RESPONSIBLE AGENCY
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CONTRACTOR PLEASE SUPPLY PROMPTLY THE ABOVE ARTICLES OR SERVICES ALL CORRESPONDENCE PERTAINING TO THIS ORDER INCLUDING INVOICES, SHIPPING DOCUMENTS AND PACKAGES MUST BEAR THE PURCHASE ORDER NUMBER SHOWN ABOVE SEE REVERSE SIDE FOR PURCHASE ORDER TERMS AND CONDITIONS.	ADVANCE PAYMENT AUTHORIZATION PAYMENT ENCLOSED <input type="checkbox"/>	SIGNATURE: <i>C. Acalle</i> Claudia S. Acalle Chief Procurement Officer
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PURCHASE ORDER
 GENERAL SERVICES AGENCY
 DEPARTMENT OF ADMINISTRATION
 GOVERNMENT OF GUAM

148 Route 1
 Marine Drive
 Piti, Guam 96925

TRAN CODE

THIS PURCHASE ORDER NUMBER

No. 2206A00841

MUST APPEAR ON ALL INVOICES
 PACKING SLIPS, PACKAGES, B/L
 CORRESPONDENCE ETC

FOCUS	* AIR FREIGHT CONTACT SHIP VIA	DATE 11/30/2019	JOB ORDER NO 173020004230	OBJCT 230
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PODZMK	TO:	VENDOR	CONSIGNEE DESTINATION & MARKING
	CALIFORNIA MART S.H. ENTERPRISES, INC. P.O. BOX 9730 TAMUNING, GU 96931 Telephone: 671 649-0521 Fax: 671 649-0527 Email:	S0097959	DEPT OF PUBLIC HEALTH & SOCIAL SERVICES 123 CHALAN KARETA RTE. 10 MANGILAO, GU 96923-0000 TIT-111C2 HOME DEL MEAL OVRMCH

AUTHORITY 3109	* INVITATION NO 3SA-056-19	* CONTRACT NO.	TIME FOR DELIVERY SEE BELOW	EXPIRING	DISCOUNT TERMS
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TE/M	ARTICLES OF SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT	DOCUMENT NUMBER	PAC
	VENDOR ACKNOWLEDGMENT						
	RETURN TO SUPPLY MANAGEMENT DIVISION						
	DATE OF RECEIPT OF THIS ORDER						
	SIGNATURE <i>[Signature]</i>						
	RECEIVING REPORT COPY						
	I CERTIFY THE ABOVE ARTICLES AND/OR SERVICES HAVE/HAS BEEN RECEIVED AND/OR RENDERED AND THE SAME HAS BEEN INSPECTED AND ACCEPTED EXCEPT AS OTHERWISE NOTED HEREIN.						
	DATE RECEIVED: _____						
	SIGNATURE: _____						

SPECIAL INSTRUCTIONS TO VENDOR B. SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACCOUNTS, DEPARTMENT OF ADMINISTRATION, GOVERNMENT OF GUAM, P.O. BOX 894, AGANA, GUAM 96920. C. PAYMENT IN THIRTY (30) DAYS UPON RECEIPT OF MERCHANDISE IN GUAM IN CASH CONDITION D. THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE. E. * THIS ORDER IS SUBJECT TO THE SPECIAL PROVISIONS, AND BID GENERAL TERMS AND CONDITIONS SPECIFIED ON THIS BID. F. * ON ALL AIR SHIPMENTS HAVE AIR FREIGHT COMPANY CALL THIS NUMBER UPON ARRIVAL OF GOODS IN GUAM.	307731.80	A. DO NOT BILL THIS SUPPLIER IF YOUR FINAL COST EXCEEDS THIS TOTAL
	CONTRACTOR PLEASE SUPPLY PROMPTLY THE ABOVE ARTICLES OR SERVICES ALL CORRESPONDENCE PERTAINING TO THIS ORDER INCLUDING INVOICES, SHIPPING DOCUMENTS AND PACKAGES MUST BEAR THE PURCHASE ORDER NUMBER SHOWN ABOVE SEE REVERSE SIDE FOR PURCHASE ORDER TERMS AND CONDITIONS.	TOTAL



PURCHASE ORDER
GENERAL SERVICES AGENCY
DEPARTMENT OF ADMINISTRATION
GOVERNMENT OF GUAM

148 Route 1
 Marine Drive
 Piti, Guam 96925

TRAN CODE

THIS PURCHASE ORDER NUMBER
No. P206A00979

MUST APPEAR ON ALL INVOICES
PACKING SLIPS, PACKAGES, B/L,
CORRESPONDENCE ETC.

F.O.B.	* AIR FREIGHT TEL. CONTACT	SHIP VIA:	DATE 11/14/2019	JOB ORDER NO. 173020004230	OEJGL 230
PREPAID-SHOW SHIPPING CHARGES AS SEPARATE ITEM ON INVOICE					

TO:

CALIFORNIA MART
S.H. ENTERPRISES, INC.
P.O. BOX 9730
TAMUNING, GU 96931
Telephone: 671 649-0521 Fax: 671 649-0527
Email:

VENDOR

50097959

CONSIGNEE, DESTINATION & MARKING

DEPT OF PUBLIC HEALTH
& SOCIAL SERVICES
123 CHALAN KARETA RTE. 10
MANGILAO, GU 96923-0000

TIT-IIIC2 HOME DEL MEAL OVRMCH

AUTHORITY 3109	** INVITATION NO. GSA-056-19	** CONTRACT NO.	TIME FOR DELIVERY SEE BELOW	EXPIRING	DISCOUNT TERMS:
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1 SUPPLEMENTAL PURCHASE ORDER FOR P206A00841 HOME DELIVERD MEALS IFB: GSA-056-19 ADDITIONAL FUNDS;\$ 144,102.00 P206A00841 = \$307,731.80 P206A00919 = \$144,102.00 TOTAL \$451,833.80 PERIOD OF COVERAGE: DECEMBER 2019 TO JANUARY 2020 * AUTHORIZED PERSONNEL * CHARLENE SAN NICOLAS 698-3800 * NOTHING FOLLOWS NOTE: THE GOVERNMENT OF GUAM WILL NOT BE RESPONSIBLE FOR 'UNAUTHORIZED' PURCHASES OR SERVICES. Note: Amounts due this Purchase Order may be off set for monies due the Government of Guam inclusive of but not limited to taxes, fees, and returned checks other damages, penalties, and Attorney's fees, after failure to pay ALL LATE DELIVERIES AND ACCEPTANCES ARE SUBJECT TO THE LIQUIDATED DAMAGES CLAUSE IN SECTION 6101(9) (a) OF THE GAR.	1 LOT	144102.000	144102.00	0201730024
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SPECIAL INSTRUCTION 1 TO VENDOR: B. SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACCOUNTS, DEPARTMENT OF ADMINISTRATION, GOVERNMENT OF GUAM, P.O. BOX 884, AGANA, GUAM 96910. C. PAYMENT BY THIRTY (30) DAYS UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION. D. THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE. E. * * * THIS ORDER IS SUBJECT TO THE SPECIAL PROMIONS, AND BID GENERAL TERMS AND CONDITIONS SPECIFIED ON THIS BID. F. * * * ON ALL AIR SHIPMENTS HAVE AIR FREIGHT COMPANY CALL THIS NUMBER UPON ARRIVAL OF GOODS IN GUAM.	144102.00	A. DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL. ←
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CONTRACTOR: PLEASE SUPPLY PROMPTLY THE ABOVE ARTICLES OR SERVICES. ALL CORRESPONDENCE PERTAINING TO THIS ORDER INCLUDING INVOICES, SHIPPING DOCUMENTS AND PACKAGES MUST BEAR THE PURCHASE ORDER NUMBER SHOWN ABOVE. SEE REVERSE SIDE FOR PURCHASE ORDER TERMS AND CONDITIONS.	ADVANCE PAYMENT AUTHORIZATION PAYMENT ENCLOSED <input type="checkbox"/>	SIGNATURE: <i>C. Achalle</i> Claudia S. Achalle Chief Procurement Officer
--	---	---

Control No.

ORIGINAL/VENDOR'S COPY



PURCHASE ORDER
GENERAL SERVICES AGENCY
DEPARTMENT OF ADMINISTRATION
GOVERNMENT OF GUAM

148 Route 1
 Marine Drive
 Piti, Guam 96926

TRAN CODE

THIS PURCHASE ORDER NUMBER
No. P206A00979

**MUST APPEAR ON ALL INVOICES
 PACKING SLIPS, PACKAGES, B/L,
 CORRESPONDENCE ETC.**

F.O.B.	BY AIR FREIGHT TEL. CONTACT SHIP VIA:	DATE 11/14/2019	JOB ORDER NO. 173020004230	OBJ# 230
PREPAID-SHOW SHIPPING CHARGES AS SEPARATE ITEM ON INVOICE				

TO: CALIFORNIA MART S.H. ENTERPRISES, INC. P.O. BOX 9730 TAMUNING, GU 96931 Telephone: 671 649-0521 Fax: 671 649-0527 Email:	VENDOR S0097959	CONSIGNEE, DESTINATION & MARKING DEPT OF PUBLIC HEALTH & SOCIAL SERVICES 123 CRALAN KARETA RTE. 10 MANGILAO, GU 96923-0000 TIT-IIIC2 HOME DEL MEAL OVRMCH
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AUTHORITY 3109	** INVITATION NO. GSA-056-19	** CONTRACT NO.	TIME FOR DELIVERY SEE BELOW	EXPIRING	DISCOUNT TERMS:
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THIS ORDER IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. Acknowledgment copy of this order must be signed and returned advising approximate or definite shipping date.
2. No variation in any of the terms, conditions, deliveries, prices, quantity, quality, or specification on this order, irrespective of the wording of the seller's acceptance, will be effective without buyer's written consent.
3. Packing list must accompany each shipment, showing our order number, description and part/serial number for each item.
4. Shipments must be identified as "PARTIAL" or "COMPLETE".
5. Material is subject to buyer's inspection and approval within a reasonable time after delivery; if specifications are not met, material shall be returned at seller's expense.
6. In connection with any prompt payment discount offered, time will be computed from date of delivery and acceptance at destination, or from the date the correct invoice or voucher is received in the office specified by the Government of Guam, if the latter is later than date of delivery and acceptance. Payment is deemed to be made, for the purpose of earning discount, on the date of the mailing of the check.
7. Overshipments, unless specifically authorized, will not be accepted.
8. In connection with bid awards and contracts, this purchase order shall be governed by the Special Provisions and Bid General Terms and Conditions as specified.

SPECIAL INSTRUCTIONS TO VENDOR B. SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACCOUNTS, DEPARTMENT OF ADMINISTRATION, GOVERNMENT OF GUAM, P.O. BOX 884, AGANA, GUAM 96910. C. PAYMENT IN THIRTY (30) DAYS UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION. D. THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE. E. * THIS ORDER IS SUBJECT TO THE SPECIAL PROVISIONS, AND BID GENERAL TERMS AND CONDITIONS SPECIFIED ON THIS BID. F. * ON ALL AIR SHIPMENTS HAVE AIR FREIGHT COMPANY CALL THIS NUMBER UPON ARRIVAL OF GOODS IN GUAM.	144102.00	A. DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL. INSERT CHANGES AND RETURN THIS ORDER FOR AMENDMENT.
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CONTRACTOR: PLEASE SUPPLY PROMPTLY THE ABOVE ARTICLES OR SERVICES. ALL CORRESPONDENCE PERTAINING TO THIS ORDER INCLUDING INVOICES, SHIPPING DOCUMENTS AND PACKAGES MUST BEAR THE PURCHASE ORDER NUMBER SHOWN ABOVE. SEE REVERSE SIDE FOR PURCHASE ORDER TERMS AND CONDITIONS.	ADVANCE PAYMENT AUTHORIZATION PAYMENT ENCLOSED <input type="checkbox"/>	SIGNATURE:
		NAME: Claudia S. Achalle Chief Procurement Officer



PURCHASE ORDER
 GENERAL SERVICES AGENCY
 DEPARTMENT OF ADMINISTRATION
 GOVERNMENT OF GUAM

148 Route 1
 Marthe Drive
 P.O. Guam 96925

TRAN CODE

THIS PURCHASE ORDER NUMBER
No. 2206A00979

MUST APPEAR ON ALL INVOICES
 PACKING SLIPS, PACKAGES, B/L,
 CORRESPONDENCE ETC.

F.O.B.	AIR FREIGHT TEL. CONTACT	SHIP VIA:	DATE 11/14/2019	JOB ORDER NO. 173020004230	ORIG. 230
PREPAID SHOW SHIPPING CHARGES AS SEPARATE ITEM ON INVOICE					

TO:
 CALIFORNIA MART
 S.H. ENTERPRISES, INC.
 P.O. BOX 9730
 TAMUNING, GU 96931
 Telephone: 671 649-0521 Fax: 671 649-0527
 Email:

VENDOR
 S0097959

CONSIGNEE, DESTINATION & MARKING
 DEPT OF PUBLIC HEALTH
 & SOCIAL SERVICES
 123 CHALAN KARETA RTE. 10
 MANGILAO, GU 96923-0000
 TIT-IIIC2 HOME DEL MEAL OVRMCH

AUTHORITY 3109	** INVITATION NO. GSA-056-19	** CONTRACT NO.	TIME FOR DELIVERY SEE BELOW	EXPIRING	DISCOUNT TERMS:
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<p>***** * VENDOR ACKNOWLEDGMENT * * RETURN TO SUPPLY MANAGEMENT DIVISION * * DATE OF RECEIPT OF THIS ORDER 11-18-19 * * SIGNATURE <i>[Signature]</i> * *****</p>	
<p>***** * RECEIVING REPORT COPY * * I CERTIFY THE ABOVE ARTICLES AND/OR SERVICES HAVE/HAS BEEN * * RECEIVED AND/OR RENDERED AND THE SAME HAS BEEN INSPECTED * * AND ACCEPTED EXCEPT AS OTHERWISE NOTED HEREIN. * * DATE RECEIVED: _____ SIGNATURE: _____ * *****</p>	

<p>SPECIAL INSTRUCTIONS TO VENDOR: B. SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACCOUNTS, DEPARTMENT OF ADMINISTRATION, GOVERNMENT OF GUAM, P.O. BOX 884, AGANA, GUAM 96910. C. PAYMENT IN THIRTY (30) DAYS UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION. D. THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE. E. * THIS ORDER IS SUBJECT TO THE SPECIAL PROVISIONS, AND BID GENERAL TERMS AND CONDITIONS SPECIFIED ON THIS BID. F. * ON ALL AIR SHIPMENTS HAVE AIR FREIGHT COMPANY CALL THIS NUMBER UPON ARRIVAL OF GOODS IN GUAM.</p>	<p>144102.00</p> <p>↑ TOTAL ↑</p>	<p>A. DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL.</p> <p>← INSERT CHANGES AND RETURN THIS ORDER FOR AMENDMENT.</p>
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<p>CONTRACTOR: PLEASE SUPPLY PROMPTLY THE ABOVE ARTICLES OR SERVICES. ALL CORRESPONDENCE PERTAINING TO THIS ORDER INCLUDING INVOICES, SHIPPING DOCUMENTS AND PACKAGES MUST BEAR THE PURCHASE ORDER NUMBER SHOWN ABOVE. SEE REVERSE SIDE FOR PURCHASE ORDER TERMS AND CONDITIONS.</p>	<p>ADVANCE PAYMENT AUTHORIZATION PAYMENT ENCLOSED <input type="checkbox"/></p>	<p>SIGNATURE: <i>[Signature]</i> NAME: Claudia S. Acfalle TITLE: Chief Procurement Officer</p>
---	---	--

EXHIBIT 10

Attn: Claudia Acfalle
GENERAL SERVICES AGENCY
November 12, 2019
Page 2

Please let me know if you have any questions about this request or need any clarification. Per 5 G.C.A. §10103, these public records should be made available within four (4) working days from receipt of this request. Your cooperation is most appreciated.

Sincerely,

CAMACHO CALVO LAW GROUP LLC

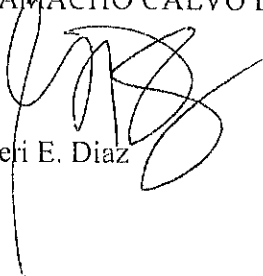

Geri E. Diaz

EXHIBIT 11



PURCHASE ORDER
 GENERAL SERVICES AGENCY
 DEPARTMENT OF ADMINISTRATION
 GOVERNMENT OF GUAM

148 Route 1
 Marine Drive
 Piti, Guam 96926

TRAN CODE

THIS PURCHASE ORDER NUMBER
No. P206A00841

MUST APPEAR ON ALL INVOICES
 PACKING SLIPS, PACKAGES, B/L,
 CORRESPONDENCE ETC.

F.O.B.	** AIR FREIGHT TEL CONTACT	SHIP VIA	DATE	JOB ORDER NO.	OBJCT
			11/08/2019	173020004230	230
PREPAID-SHOW SHIPPING CHARGES AS SEPARATE ITEM ON INVOICE					

TO: CALIFORNIA MART S.H. ENTERPRISES, INC. P.O. BOX 9730 TAMUNING, GU 96931 Telephone: 671 649-0521 Fax: 671 649-0527 Email:	VENDOR 50097959	CONSIGNEE, DESTINATION & MARKING DEPT OF PUBLIC HEALTH & SOCIAL SERVICES 123 CHALAN KARETA RTE. 10 MANGILAO, GU 96923-0000 TIT-IIIC2 HOME DEL MEAL OVRMCH
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AUTHORITY 3109	** INVITATION NO. GSA-056-19	** CONTRACT NO.	TIME FOR DELIVERY SEE BELOW	EXPIRING	DISCOUNT TERMS:
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ISSUED TO COVER THE COST TO PROVIDE HOME-DELIVERED MEAL SERVICES. REF: IFB-GSA-056-19 ITEM NO. 2.0 NUTRITION SERVICES FOR THE COMPREHENSIVE MANAGEMENT, OPERATIONS, AND MAINTENANCE OF THE ELDERLY NUTRITION PROGRAM, HOME-DELIVERED MEALS COMPONENT.				307731.80	0201730022
VENDOR MUST COMPLY WITH ALL REQUIREMENTS/SPECIFICATIONS INCLUSIVE OF ALL THE TERMS AND CONDITIONS WHICH ARE MADE A PART OF THIS PURCHASE ORDER.					
PERIOD: 12/01/19 - 01/30/20 MONDAY THROUGH SUNDAY.					
COVERS: 1 THRU 2 MOS. OF A					
NOTE: THE GOVERNMENT OF GUAM WILL NOT BE RESPONSIBLE FOR 'UNAUTHORIZED' PURCHASES OR SERVICES. Note: Amounts due this Purchase Order may be off set for monies due the of Guam inclusive of but not limited to taxes, fees, and returned checks other damages, penalties, and Attorney's fees, after failure to pay To be coordinated between the agency and vendor ALL LATE DELIVERIES AND ACCEPTANCES ARE SUBJECT TO THE LIQUIDATED DAMAGES					Government plus for accordingly
6101(9) (a) OF THE GAR.					CLAUSE IN SECTION

SPECIAL INSTRUCTIONS TO VENDOR: H. SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACCOUNTS, DEPARTMENT OF ADMINISTRATION, GOVERNMENT OF GUAM, P.O. BOX 884, AGANA, GUAM 96910. C. PAYMENT IN THIRTY (30) DAYS UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION. D. THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE. E. THIS ORDER IS SUBJECT TO THE SPECIAL PROVISIONS, AND BID GENERAL TERMS AND CONDITIONS SPECIFIED ON THIS BID. F. ON ALL AIR SHIPMENTS HAVE AIR FREIGHT COMPANY CALL THE NUMBER UPON ARRIVAL OF GOODS IN GUAM.	XXXXXXXXXXXX	A. DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL.
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CONTRACTOR: PLEASE SUPPLY PROMPTLY THE ABOVE ARTICLES OR SERVICES. ALL CORRESPONDENCE PERTAINING TO THIS ORDER INCLUDING INVOICES, SHIPPING DOCUMENTS AND PACKAGES MUST BEAR THE PURCHASE ORDER NUMBER SHOWN ABOVE. SEE REVERSE SIDE FOR PURCHASE ORDER TERMS AND CONDITIONS.	ADVANCE PAYMENT AUTHORIZATION PAYMENT ENCLOSED <input type="checkbox"/>	SIGNATURE: <i>C. Achille</i> Claudia Achille NAME TITLE Chief Procurement Officer
---	--	---

Control No.

ORIGINAL/VENDOR'S COPY

Digitally Approved on: 11/8/2019



PURCHASE ORDER
 GENERAL SERVICES AGENCY
 DEPARTMENT OF ADMINISTRATION
 GOVERNMENT OF GUAM

148 Route 1
 Marine Drive
 P.O., Guam 96925

TRAN CODE

THIS PURCHASE ORDER NUMBER
No. P206A00841

MUST APPEAR ON ALL INVOICES
 PACKING SLIPS, PACKAGES, B/L,
 CORRESPONDENCE ETC.

FO.B.	MR AIR FREIGHT TEL CONTACT / SHIP VIA:	DATE 11/08/2019	JOB ORDER NO. 173020004230	CB/JCL 230
PREPAID SHOW SHIPPING CHARGES AS SEPARATE ITEM ON INVOICE				

TO: CALIFORNIA MART S.H. ENTERPRISES, INC. P.O. BOX 9730 TAMUNING, GU 96931 Telephone: 671 649-0521 Fax: 671 649-0527 Email:	VENDOR 50097959	CONSIGNEE, DESTINATION & MARKING DEPT OF PUBLIC HEALTH & SOCIAL SERVICES 123 CHALAN KARETA RTE. 10 MANGILAO, GU 96923-0000 TIT-IIIC2 HOME DEL MEAL OVRMCH
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AUTHORITY 3109	** INVITATION NO. GSA-056-19	** CONTRACT NO.	TIME FOR DELIVERY SEE BELOW	EXPIRING	DISCOUNT TERMS:
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<p>36 MOS. AGREEMENT</p> <p>1180 CLIENTS X \$6.49 PER MEAL = \$7,658.20 X 59 SERVICE DAYS = \$307,731.80</p> <p>HOLIDAYS ON: MON. DEC. 9, 2019 OUR LADY OF CAMARIN DAY; WED. DEC. 25, 2019 CHRISTMAS DAY; AND WED. JAN. 1, 2020 NEW YEARS.</p> <p>POC: CHARLENE SAN NICOLAS @638-3800 DPRSS</p> <p>***NOTHING FOLLOWS***</p> <p>NOTE: THE GOVERNMENT OF GUAM WILL NOT BE RESPONSIBLE FOR 'UNAUTHORIZED' PURCHASES OR SERVICES. Note: Amounts due this Purchase Order may be off set for monies due the Government plus for accordingly of Guam inclusive of but not limited to taxes, fees, and returned checks after failure to pay To be coordinated between the agency and vendor ALL LATE DELIVERIES AND ACCEPTANCES ARE SUBJECT TO THE LIQUIDATED DAMAGES CLAUSE IN SECTION 6101(9) (a) OF THE GAR.</p>					
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<p>SPECIAL INSTRUCTIONS TO VENDOR:</p> <p>B. SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACCOUNTS, DEPARTMENT OF ADMINISTRATION, GOVERNMENT OF GUAM, P.O. BOX 884, AGANA, GUAM 96910.</p> <p>C. PAYMENT IN THIRTY (30) DAYS UPON ACCEPT OF MERCHANDISE IN GUAM IN GOOD CONDITION.</p> <p>D. THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE.</p> <p>E. * * THIS ORDER IS SUBJECT TO THE SPECIAL PROVISIONS, AND BID GENERAL TERMS AND CONDITIONS SPECIFIED ON THIS BID.</p> <p>F. * ON ALL AIR SHIPMENTS HAVE AIR FREIGHT COMPANY CALL THIS NUMBER UPON ARRIVAL OF GOODS IN GUAM.</p>	307731.80	<p>A. DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL.</p> <p>← INSERT CHANGES AND RETURN THIS ORDER FOR AMENDMENT.</p>
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<p>CONTRACTOR: PLEASE SUPPLY PROMPTLY THE ABOVE ARTICLES OR SERVICES. ALL CORRESPONDENCE PERTAINING TO THIS ORDER INCLUDING INVOICES, SHIPPING DOCUMENTS AND PACKAGES MUST BEAR THE PURCHASE ORDER NUMBER SHOWN ABOVE. SEE REVERSE SIDE FOR PURCHASE ORDER TERMS AND CONDITIONS.</p>	<p>ADVANCE PAYMENT AUTHORIZATION</p> <p>PAYMENT ENCLOSED <input type="checkbox"/></p>	<p>SIGNATURE: <i>C. Actalle</i></p> <p>NAME: Claudia S. Actalle TITLE: Chief Procurement Officer</p>
--	---	--

Control No.

ORIGINAL/VENDOR'S COPY



PURCHASE ORDER
 GENERAL SERVICES AGENCY
 DEPARTMENT OF ADMINISTRATION
 GOVERNMENT OF GUAM

148 Route 1
 Marine Drive
 P.H., Guam 96926

TRAN CODE

THIS PURCHASE ORDER NUMBER
No. P206A00841

MUST APPEAR ON ALL INVOICES
 PACKING SLIPS, PACKAGES, B/L,
 CORRESPONDENCE ETC.

F.O.B.	** AIR FREIGHT TEL CONTACT	SHIP VIA:	DATE 11/08/2019	JOB ORDER NO. 173020004230	OBJCT 230
PREPAID-SHOW SHIPPING CHARGES AS SEPARATE ITEM ON INVOICE					

TO: CALIFORNIA MART S.H. ENTERPRISES, INC. P.O. BOX 9730 TAMONING, GU 96931 Telephone: 671 649-0521 Fax: 671 649-0527 Email:	VENDOR 50097959	CONSIGNEE, DESTINATION & MARKING DEPT OF PUBLIC HEALTH & SOCIAL SERVICES 123 CHALAN KAREYA RTE. 10 MANGILAO, GU 96923-0000 FIT-IIIC2 HOME DEL MEAL OVRMCH
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AUTHORITY 3109	** INVITATION NO. GSA-056-19	** CONTRACT NO.	TIME FOR DELIVERY SEE BELOW	EXPIRING	DISCOUNT TERMS:
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THIS ORDER IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

- Acknowledgment copy of this order must be signed and returned advising approximate or definite shipping date.
- No variation in any of the terms, conditions, deliveries, prices, quantity, quality, or specification on this order, irrespective of the wording of the seller's acceptance, will be effective without buyer's written consent.
- Packing list must accompany each shipment, showing our order number, description and part/serial number for each item.
- Shipments must be identified as "PARTIAL" or "COMPLETE".
- Material is subject to buyer's inspection and approval within a reasonable time after delivery; if specifications are not met, material shall be returned at seller's expense.
- In connection with any prompt payment discount offered, time will be computed from date of delivery and acceptance at destination, or from the date the correct invoice or voucher is received in the office specified by the Government of Guam, if the latter is later than date of delivery and acceptance. Payment is deemed to be made, for the purpose of earning discount, on the date of the mailing of the check.
- Overshipments, unless specifically authorized, will not be accepted.
- In connection with bid awards and contracts, this purchase order shall be governed by the Special Provisions and Bid General Terms and Conditions as specified.

SPECIAL INSTRUCTIONS TO VENDOR: B. SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACCOUNTS, DEPARTMENT OF ADMINISTRATION, GOVERNMENT OF GUAM, P.O. BOX 384, AGANA, GUAM 96910. C. PAYMENT IN THIRTY (30) DAYS UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION. D. THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE. E. ** THIS ORDER IS SUBJECT TO THE SPECIAL PROVISIONS, AND BID GENERAL TERMS AND CONDITIONS SPECIFIED ON THIS BID. F. ** ON ALL AIR SHIPMENTS HAVE AIR FREIGHT COMPANY CALL THIS NUMBER UPON ARRIVAL OF GOODS IN GUAM.	307731.80	A. DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL.
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--	---	---

Control No.

ORIGINAL/VENDOR'S COPY



PURCHASE ORDER
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 CORRESPONDENCE ETC.

FO.B.	BY AIR FREIGHT TEL CONTACT SHIP VIA:	DATE 11/08/2019	JOB ORDER NO. 173020004230	OBJCT. 230
PREPARED SHOW SHIPPING CHARGES AS SEPARATE ITEM ON INVOICE				

TO:

CALIFORNIA MART
 S.H. ENTERPRISES, INC.
 P.O. BOX 9730
 TAMUNING, GU 96931
 Telephone: 671 649-0521 Fax: 671 649-0527
 Email:

VENDOR

50097959

CONSIGNEE, DESTINATION & MARKING

DEPT OF PUBLIC HEALTH
 & SOCIAL SERVICES
 123 CHALAN KARETA RTE. 10
 MANGILAO, GU 96923-0000

PIT-IIIC2 HOME DEL MEAL OVRMCH

AUTHORITY 3109	** INVITATION NO. GSA-056-19	** CONTRACT NO.	TIME FOR DELIVERY SEE BELOW	EXPIRING	DISCOUNT TERMS:
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VENDOR ACKNOWLEDGMENT

RETURN TO SUPPLY MANAGEMENT DIVISION

DATE OF RECEIPT OF THIS ORDER

11-8-19

SIGNATURE

[Handwritten Signature]

RECEIVING REPORT COPY

I CERTIFY THE ABOVE ARTICLES AND/OR SERVICES HAVE/HAS BEEN
 RECEIVED AND/OR RENDERED AND THE SAME HAS BEEN INSPECTED
 AND ACCEPTED EXCEPT AS OTHERWISE NOTED HEREIN.

DATE RECEIVED:

SIGNATURE:

SPECIAL INSTRUCTIONS TO VENDOR:

- B. SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACCOUNTS, DEPARTMENT OF ADMINISTRATION, GOVERNMENT OF GUAM, P.O. BOX 384, AGANA, GUAM 96910.
- C. PAYMENT IN THIRTY (30) DAYS UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION.
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- E. ** THIS ORDER IS SUBJECT TO THE SPECIAL PROVISIONS, AND TO GENERAL TERMS AND CONDITIONS SPECIFIED ON THIS BID.
- F. ** ON ALL AIR SHIPMENTS HAVE AIR FREIGHT COMPANY CALL THIS NUMBER UPON ARRIVAL OF GOODS IN GUAM.

307731.80

↑ TOTAL ↑

A. DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL.

← INSERT CHANGES AND RETURN THIS ORDER FOR AMENDMENT.

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ADVANCE PAYMENT AUTHORIZATION

PAYMENT ENCLOSED

SIGNATURE:

[Handwritten Signature]

Claudia S. Acfalle Chief Procurement Officer

ASSIGNED BUYER: GSATEDTC

REQUISITION IFB

REQUISITION #: Q2D1730022
APPROPRIATION: 5100A201730GA004230

TO: PROCUREMENT FACILITIES NGMT. DIVISION ADMINISTRATOR | ENCUMBERED DATE
| 11/08/2019

SUBMITTED BY:
San Nicolas, Charlene D. - DPHSS
AUTHORIZED DEPARTMENT REPRESENTATIVE | SIGNATURE | DATE

DEPARTMENT/DIVISION: SENIOR CITIZEN STATE AGENCY AD | REQUEST DATE: 11/08/2019

ITEM NO.	DESCRIPTION OF ITEM	UOM	QTY	UNIT PRICE	AMOUNT
1	ISSUED TO COVER THE COST TO PROVIDE HOME-DELIVERED MEAL SERVICES. REF: IFB-GSA-056-19 ITEM NO. 2.0 NUTRITION SERVICES FOR THE COMPREHENSIVE MANAGEMENT, OPERATIONS, AND MAINTENANCE OF THE ELDERLY NUTRITION PROGRAM, HOME-DELIVERED MEALS COMPONENT. MUST COMPLY WITH ALL TERMS AND CONDITIONS, REQUIREMENTS, AND SPECIFICATIONS OF THE BID. PERIOD OF COVERAGE: DECEMBER 2019 THROUGH JANUARY 2020, MONDAY THROUGH SUNDAY.	LOT	1	307731.80	307731.80

TOTAL =====> 307731.80

JUSTIFICATION:
AUTHORIZED PERSONNEL/POC: PATRICE J. HARA OR DARYL DIRAS
TEL. NO. 735-7415/21.

** PRINT NAME & SIGN	() APPROVAL	() DISAPPROVAL
RECEIVED BY (CERTIFYING OFFICER)	DATE	APPROVING AUTHORITY (DIRECTOR)

ASSIGNED BUYER: GSATEDTC

REQUISITION IFB

REQUISITION #: Q201730022
APPROPRIATION: 5100A201730GA004230

TO: PROCUREMENT FACILITIES NGMT.DIVISION ADMINISTRATOR | ENCUMBERED DATE
11/08/2019

SUBMITTED BY:

San Nicolas, Charlene D. - DPHSS
AUTHORIZED DEPARTMENT REPRESENTATIVE

SIGNATURE

DATE

DEPARTMENT/DIVISION: SENIOR CITIZEN STATE AGENCY AD REQUEST DATE: 11/08/2019

ITEM NO.	DESCRIPTION OF ITEM	UOM	QTY	UNIT PRICE	AMOUNT
	1180 CLIENTS X \$6.49 PER MEAL =\$7,658.20 X 59 SERVICE DAYS =\$307,731.80				
	HOLIDAYS ON: MON.DEC.9, 2019 OUR LADY OF CAMARIN DAY; WED. DEC. 25, 2019 CHRISTMAS DAY; AND WED. JAN. 1, 2020 NEW YEARS. SUPPLEMENTAL PO TO BE PROVIDED				
TOTAL =====>					307731.80

JUSTIFICATION:

AUTHORIZED PERSONNEL/POC:
TEL. NO. 735-7415/21.

PATRICE J. HARA OR DARYL DIRAS

** PRINT NAME & SIGN

() APPROVAL

() DISAPPROVAL

RECEIVED BY _____ DATE _____
(CERTIFYING OFFICER)

APPROVING AUTHORITY (DIRECTOR)

ASSIGNED BUYER: GSATEDTC

REQUISITION IFB

REQUISITION #: Q201730022
APPROPRIATION: 5100A201730GA004230

TO: PROCUREMENT FACILITIES MGMT.DIVISION ADMINISTRATOR | ENCUMBERED DATE
| 11/08/2019

SUBMITTED BY:
San Nicolas, Charlene D. - DPHSS
AUTHORIZED DEPARTMENT REPRESENTATIVE | SIGNATURE | DATE

DEPARTMENT/DIVISION: SENIOR CITIZEN STATE AGENCY AD | REQUEST DATE: 11/08/2019

ITEM NO.	DESCRIPTION OF ITEM	UOM	QTY	UNIT PRICE	AMOUNT
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JUSTIFICATION:
AUTHORIZED PERSONNEL/POC: PATRICE J. HARA OR DARYL DIRAS
TEL. NO. 735-7415/21.

** PRINT NAME & SIGN	() APPROVAL	() DISAPPROVAL
RECEIVED BY (CERTIFYING OFFICER)	DATE	APPROVING AUTHORITY (DIRECTOR)

ASSIGNED BUYER: GSATEDTC

REQUISITION IFB

REQUISITION #: Q201730022
APPROPRIATION: 5100A201730GAGO4230

TO: PROCUREMENT FACILITIES NGHT. DIVISION ADMINISTRATOR | ENCUMBERED DATE
| 11/08/2019

SUBMITTED BY:
San Nicolas, Charlene D. - DPHSS
AUTHORIZED DEPARTMENT REPRESENTATIVE | SIGNATURE | DATE

DEPARTMENT/DIVISION: SENIOR CITIZEN STATE AGENCY AD | REQUEST DATE: 11/08/2019

ITEM NO.	DESCRIPTION OF ITEM	UOM	QTY	UNIT PRICE	AMOUNT
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TOTAL =====> 307731.80

JUSTIFICATION:
AUTHORIZED PERSONNEL/POC: PATRICE J. HARA OR DARYL DIRAS
TEL. NO. 735-7415/21.

** PRINT NAME & SIGN | () APPROVAL | () DISAPPROVAL

RECEIVED BY | DATE | APPROVING AUTHORITY (DIRECTOR)
(CERTIFYING OFFICER)

EXHIBIT 12



EDWARD M. BIRN
Director (Direktot)

EDITH C. PANGELINAN
Deputy Director (Sigundo Direktot)

**DEPARTMENT OF
ADMINISTRATION**
DIPATTAMENTON ATMENESTRASION

DIRECTOR'S OFFICE
(Ufisinan Direktot)

Telephone (Telifon): (671) 475-1101/1250 • Fax (Faks): (671) 477-6788



LOURDES A. LEON GUERRERO
Governor (Maga'håga)

JOSHUA F. TENORIO
Lt. Governor (Sigundo Maga'låhi)

November 18, 2019

Ms. Geri Diaz
Camacho Calvo Law Group LLC
356 E. Marine Corps Drive, Suite 201
Hagåtña, Guam 96910
Tel.: (671) 472-6813 / Fax: (671)477-4375
E-mail: gdiuz@icclawgroup.com

**Subject: Freedom of Information Act – Request for Invitation for Bid GSA-056-19
Bid Abstract.**

Buenas yan Hafa Adail Pursuant to your FOIA request we are in receipt of your letter dated November 12, 2019, for Invitation for Bid GSA-056-19 S.H. Enterprises, P196E00431, and P196E00314.

Please reply by e-mail to: gsaprocurement@gsadoa.guam.gov and indicate which option you would like to receive the FOIA documentation(s):

1. E-mail all documentations, free of charge.
2. Pick up all documentations at GSA for a fee of \$1.00 per page and bring exact cash at time of purchase.

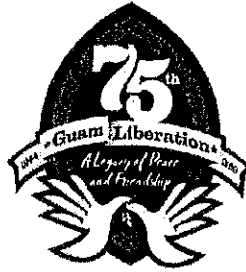
Senseramente,

EDWARD M. BIRN
Director
Department of Administration

Attachments:

cc: Edith C. Pangelinan, Deputy Director, DOA

EXHIBIT 13



LOURDES A. LEON GUERRERO, Governor (*Maga'håga*)
JOSHUA F. TENORIO, Lt. Governor (*Sigundo Maga'åhå*)



EDWARD M. BIRN
Director (*Direktot*)
EDITH C. PANGELINAN
Deputy Director (*Sigundo Direktot*)

DIRECTOR'S OFFICE (*Ufisinan Direktot*)

November 30, 2019

Ms. Geri E. Diaz
c/o Law Office of Camacho, Calvo Law Group LLC
356 E. Marine Corp Drive, Suite 201
Hagatna, Guam 96910
Tel. (671-472-6813 / Fax. (671) 477-4375

Re: Protest Letter dated November 22, 2019 GSA-056-19 (Nutrition Services for the Comprehensive Management, Operations and Maintenance of the Elderly Nutrition Program, Congregate Meals and Home-Delivered Components)

Dear Ms. Diaz:

Buenas Yan Hafa Adai! This is to acknowledge receipt of your protest letter dated 22 November 2019, in which you protested the award for Invitation for Bid GSA-056-19.

Based on the factual evaluation of your protest, we have determined that your protest is without merit as per the following:

Issue #1

You stated that S.H. Enterprise Inc. failed to provide pertinent available information under Invitation for Bid No.: GSA-059-19 under Section 2.4 and 2.5 "... each bidder certifies that it does not have government contract terminated for cause".

- a. You indicated that SH Ent. was terminated or canceled contract awarded for 3/28/19.

Response: S.H. Enterprise Inc withdrew from the emergency award and was not terminated.

Issue #2

SH failed to show critical staffing pattern as submitted in their bid.

Response: Both GSA and DPHSS disagrees with that statement and finds the information submitted satisfactory.

Issue #3

Under section 2.4 and 2.5 F each bidder is required to provide a list of citation in the area of procurement, material weaknesses and non-compliance with government provision if such bidder is awarded a government contract terminated for cause within the last three (3) years.

Response: Although SH Enterprise did not submit inspection reports for the previous three (3) years, they did submit a current inspection report. Basil also submitted only one (1) year of citation report.


It should be noted that you, Basil failed to provide all of your citation reports for your government contracts specifically for the Dept. of Corrections.

Moreover, Basil's failure to provide important information relative to its past performance in regards to its on going court case does effect its ability to be a responsible and responsive bidder.

Section 2.4 and 2.5 f did not limit to only DPHSS, the language indicated "all government service contracts during this period". The review of Basil inspection reports for the Dept. of Correction indicated that you had numerous C and D ratings.

Therefore, the government has determined to waive this requirement as a minor informality.

Based upon our evaluation it is determine that your protest is without merit. Therefore, you may seek any administrative or judicial review authorized by law.


11.30.2019

CLAUDIA S. ACFALLE
Chief Procurement Officer

EXHIBIT 14

COPY

S.H. Enterprises, Inc.
190 Chalan San Antonio Building
Tamuning, Guam 96913

January 22, 2020

Ms. Lou A. Leon Guerrero
Honorable Governor of Guam
C/O Jon Calvo, Deputy Chief of Staff
and Jesse Garcia, Deputy Director DPW
Governor's Complex
Hagatna, Guam 96910

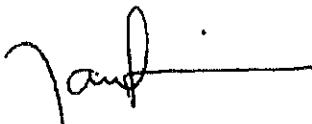
Dear Honorable Governor,

It was a pleasure meeting with your team on the availability of the former Hakubotan building and facility. After understanding the temporary need to setup a space for the Government of Guam's war claims program, it is our deepest honor to donate an unused section of the building for this purpose.

As longtime residents of Guam, we recognize how important this initiative is to our Manamko' and we are pleased to play a small role in this process for our island community.

The nature of this donation includes the temporary utilization of approximately +/- 5,000 square feet of commercial space located on the first floor, utilities, and access to the building's parking lot for the Guam War Claims Center. The space may be available until Saturday, February 8, 2020.

Thank you for your time and leadership.



TAE MIN
President
S.H. Enterprises, Inc.

RECEIVED
J. Min
1/22/2020

EXHIBIT 15

IT'S FRIDAY



GUAM'S COMPLETE SOURCE

Pacific Daily News

©2020 GUAM PUBLICATIONS, INC. VOL. 51 NO. 357

JANUARY 24, 2020

PART OF THE USA TODAY NETWORK

War claims office opens today

Jaidee Eugenio Gilbert
Pacific Daily News
USA TODAY NETWORK

World War II survivors with adjudicated claims can present their documents to officials at the former Habsbotan building in Tamuning today, and they could start receiving compensation next week, according to the governor.

The Guam Department of Administration will open the war claims processing center at 9 a.m. today, and claims will be paid with nearly \$11 million in local funds.

At the same time, Guam officials are now preparing a petition to the federal government to expand the 2016 World War II Loyalty Recognition Act so that more war survivors can file claims.

"It's a great day for our people of Guam, our *manamko!*" Gov. Lou Leon Guerrero said, moments before signing on Thursday a memorandum of agreement with the U.S. Treasury.

The agreement clears the path for the processing of adjudicated war claims payments.

The U.S. Treasury signed the agreement Wednesday, Washing-

ton, D.C. time or early Thursday, Guam time.

This comes nearly 76 years since the liberation of Guam from Japanese occupation during the war, and three weeks after the governor signed the local war claims payment bill that Speaker Tina Mui Barnes, Sen. Amanda Shelton and

See WAR CLAIMS, Page 4

Man injured in Maite



Guam Fire Department personnel treat a wounded man as Guam Police department officers attempt to gather information at the site of the former Lemai Cafe in Maite on Thursday. PHOTOS BY [unreadable]

Social Security benefits case under advisement

Jerick Sablan
Pacific Daily News
USA TODAY NETWORK

Guam resident Katrina Schaller lives with a permanent disability, but she is unable to receive support payments under the federal Supplemental Security Income program.

Her twin sister, Leslie Schaller, suffers from the same debilitating genetic disorder - myotonic dystrophy, but receives about \$800 a month in SSI because she lives in Pennsylvania.

U.S. District Court of Guam Chief Judge Frances Tydingco Ga-

See SOCIAL SECURITY, Page 4

Happy Honda **NEW YEAR** OFFERS
\$0 DOWN • NO PAYMENT FOR 90 DAYS
trial@guam.com

Local

War claims

Continued from Page 1

Sen. Wil Castro introduced.

"Getting to this point wasn't easy and our work isn't over, but we are now beginning to heal old wounds and honor our Greatest Generation. And we say to those still alive to hear it, your long wait is over," the governor said.

With many of the claims so far adjudicated granting \$10,000 and \$12,000 each, GovGuam could end up making advance payments to about 1,400 still-living war survivors.

More than 3,650 war survivors and their heirs filed war claims, which could total \$40 million.

Most of them would be paid once Del. Mike San Nicolas' H.R. 1365 passes the Senate and is signed by President Trump. San Nicolas said the Senate could pass it "within a few weeks."

The governor and the speaker said they will continue to advocate for the passage and signing of San Nicolas' bill. The governor thanked all the former delegates whom she said "paved the road and made our journey a lot easier so that we can get to where we are today."

Processing begins Jan. 24

We are trying to make the process as simple as possible," the governor said at the Thursday signing ceremony, with Lt. Gov. Josh Tenorio, senators and Cabinet members in attendance.

What war survivors need to bring to the processing center:

- 1 The letter they received from the Foreign Claims Settlement Commission stating they are entitled to receive monetary compensation.

- 1 A government-issued photo ID.

- 1 At the war claims processing center, survivors will be asked to sign two documents, authorizing Treasury to release the survivors' informa-



Gov. Lou Leon Guerrero signs a memorandum of agreement with the U.S. Treasury on Thursday, paving the way for GovGuam to start processing the payment of adjudicated war claims by still-living World War II survivors using nearly \$14 million in local funds, while other officials applaud. Also in the photo are Lt. Gov. Josh Tenorio, senators led by Speaker Tina Muna Barnes, the governor's chief of staff Tony Babauta, and press secretary Krystal Paco-San Agustin. PHOTO BY GILBERT POLO

tion to GovGuam, and assigning their claim to GovGuam;

- 1 Then they need to wait for a notification from GovGuam that their war claims payment check is ready.

Tony Babauta, the governor's chief of staff, said at the end of each day, the Department of Administration will electronically transmit to Treasury the documents from the war survivors.

They are password-protected to ensure privacy and confidentiality of war survivors' information.

Babauta said GovGuam anticipates the Tre-

sury will respond within three to four days, after verifying the claims that GovGuam collected.

GovGuam could start getting verification from the Treasury by Wednesday or Thursday next week, he said.

Babauta said the war claims processing center will be open 9 a.m. to 4 p.m., Monday to Friday. However, it will also be open on Saturday, Jan. 25, to accommodate more survivors.

Those with questions and concerns about the local war claims processing program are encouraged to call 482-0792 or 482-8931 or visit warclaims.guam.gov, officials said.

Petition for more war claims

The speaker's office on Thursday said there is now a draft petition to ask Congress to amend the 2016 law that allows for the payment of war claims, so that more of Guam's war survivors can still file claims.

Some people either missed the June 20, 2018 war claims filing deadline or were not previously aware of a war claims program.

The speaker said she would leave no stone unturned so that all war survivors could be compensated.

Payment of war claims using Section 30 funds were supposed to begin in fiscal 2019, but there was a technical flaw in the 2016 law that San Nicolas is seeking to fix through H.R. 1365.

Once San Nicolas' bill becomes law, it would allow U.S. Treasury to start releasing payments to Guam's war survivors and certain heirs using more than \$30 million in Section 30 funds that are already available. More Section 30 funds will be put in the war claims funding towards the end of fiscal 2020.

A letup had said that once San Nicolas' H.R. 1365 passes the Senate and is enacted into law, then a portion of that funding would cover the GovGuam funding used to advance the payment of war claims to still-living war survivors.

Social Security

Continued from Page 1

Catewood heard arguments in the lawsuit against the Social Security Administration over the inability of Guam residents to receive certain benefits. The judge took the matter under advisement.

The failure to provide benefits to people on Guam with disabilities violates the Organic Act and also the equal protection clauses of the Constitution, the lawsuit states.

Residents of the Commonwealth of the Northern Mariana Islands are eligible for SSI payments, because the benefit is included in the CNMI covenant with the United States.

But residents of Puerto Rico, Guam, and the U.S. Virgin Islands were intentionally excluded from the SSI program, which started in 1972.

"Katrina is denied eligibility for federal SSI benefits solely because she lives on Guam, rather than in any of the 50 states, the District of Columbia or the nearby territory of the CNMI," her lawsuit states.

The lawsuit notes Katrina Schaller received the benefits when she lived with her mother in Pennsylvania. "But when she moved to Guam to be with family upon her mother's death, Katrina's SSI benefits were cut off."

The lawsuit states that Leslie Schaller also wants to travel to Guam to see her sisters, "but she cannot do so for more than 30 days for fear of losing access to the SSI benefits necessary for her support."

The lawsuit asks the court to find that provisions of the SSI law discriminate based on status as a Guam resident and are unconstitutional, and to prevent the Social Security Administration from enforcing those provisions.

Attorney Mike Williams, who represents Schaller, said the twin sisters are being treated differently just because of where one of them lives.

Leslie Schaller is able to live more independently because she has SSI benefits.

Williams said Katrina Schaller would be a ward of the state if it wasn't for her family support on Guam.

He said the twin sisters haven't seen each other

for a decade, and Leslie Schaller would like to visit, but she's scared she'll lose her benefits.

Williams argued that the sisters should be treated the same by the federal government, and it's unconstitutional to treat one differently because she lives in a territory.

He said Katrina Schaller is sick and is being deprived of resources.

U.S. Department of Justice Attorney Michael Zee argued that it was up to Congress to make policy decisions, and not the court.

Congress created the law for the SSI benefit, and only included the 50 states and the District of Columbia.

The CNMI is included in the benefits because it was able to negotiate it in when making the covenant with the U.S., he said.

Williams argued that the court has the power to address whether his client is being discriminated against in violation of the U.S. Constitution.

After about an hour and a half of arguments, Tydingco-Catewood said she would take the matter under advisement and issue a decision later.

EXHIBIT 16



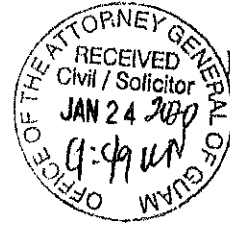
CAMACHO
CALVO
LAW GROUP LLC

NEW YORK, NY
OFFICE OF THE ATTORNEY GENERAL
C. Roque
01/24/20
4:30

January 24, 2020

VIA HAND DELIVERY

OFFICE OF THE GOVERNOR OF GUAM
Ricardo J. Bordallo Complex
513 West Marine Corps Drive
Hagåtña, Guam 96910



RCVD AT CENTRAL FILE
JAN 24 '20 PM 4:18
Elaine Tajalle

Re: Freedom of Information Act Request

To the Honorable Governor Lourdes Leon Guerrero:

In accordance with the Freedom of Information Act (5 GCA § 10103), I hereby request the following documents:

The full, complete and entire file relating to and/or discussing the use of the former Hakubotan building in Tamuning to the Government of Guam for use as the War Claims Processing Center. The information should include, but is not limited to, documentation of the following:

1. Authorization from either Hui Sook Min or SH Enterprises to the Government of Guam or the Guam Department of Administration to utilize this building for war claims services;
2. The terms and the conditions of the agreement between Hui Sook Min or SH Enterprises and the Government of Guam or the Guam Department of Administration for use of this building for war claims services;
3. The goods and services provided by Hui Sook Min or SH Enterprises to the Government of Guam or the Guam Department of Administration related to the use of this building for war claims services;
4. Any agreement between Hui Sook Min or SH Enterprises and the Government of Guam or the Guam Department of Administration memorializing the cost and fees to utilize this building for war claims services; and
5. Any and all written communication, including emails, which discuss or confirm Hui Sook Min's or SH Enterprises' agreement to allow the Government of Guam or the Guam Department of Administration to utilize this building for the War Claims Processing Center.

COPY

OFFICE OF THE GOVERNOR OF GUAM

January 24, 2020

Page 2

Please let me know if you have any questions about this request or need any clarification. Your cooperation is most appreciated. Per 5 G.C.A. §10103, these public records should be made available within four (4) working days from receive of this request.

Sincerely,

CAMACHO CALVO LAW GROUP LLC

Gerri E. Diaz



GED abm
066987-00105.120765

cc: AG
OPA

EXHIBIT 17

GSA GENERAL SERVICES AGENCY

(Ahensian Setbision Hinirat)

Government of Guam

590 S. Marine Corps. Drive, Ste. 219, Tamuning Guam 96913

Tel: 475-1713 * Telefax: 472-4217; 475-1716; 475-1727

Accountability * Impartiality * Competence * Openness * Value

INVITATION FOR BID NO.: GSA-001-20

DESCRIPTION:

**FOOD SERVICES FOR:
DOC INMATES AND DETAINEES**

SPECIAL REMINDER TO PROSPECTIVE BIDDERS

Bidders are reminded to read the Scaled Bid Solicitation and Instructions, and General Terms and Conditions attached to the IFB to ascertain that all of the following requirements checked below are submitted in the bid envelope, in duplicate, at the date and time for bid opening.

- (X) BID GUARANTEE (15% of Bid Amount) May be in the form of;
Reference Page 27, #11 on the General Terms and Conditions
- a. Cashier's Check or Certified Check
 - b. Letter of Credit
 - c. Surety Bond – Valid only if accompanied by:
 - 1. Current Certificate of Authority issued by the Insurance Commissioner;
 - 2. Power of Attorney issued by the Surety to the Resident General Agent;
 - 3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.
- (X) STATEMENT OF QUALIFICATIONS
- () BROCHURES/DESCRIPTIVE LITERATURE;
- (X) AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION
- a. Date of signature of the person authorized to sign the bid and the notary date must be the same.
- (X) OTHER REQUIREMENTS:
Non-Collusion Affidavit, D.O.L. Wage Determination Affidavit, Restriction against Sexual Offenders Affidavit, No Kickbacks or Gratuities Affidavit and Ethical Standards Affidavit, and Affidavit re Contingent Fees, Current Business License relating to this bid.

This reminder must be signed and returned in the bid envelope together with the bid. Failure to comply with the above requirements may be cause for disqualification and rejection of the bid.

On this 29th day of January, 2020, I, Hui Sook Min,

authorized representative of SH Enterprises, Inc. acknowledge receipt of this special reminder to prospective bidders with the above referenced IFB.



Bidder Representative's Signature

Invitation for Bid: GSA-001-20

**FOOD SERVICES FOR:
DOC INMATES AND DETAINEES**

ACKNOWLEDGEMENT RECEIPT FORM

Please be advised that to be considered a prospective bidder you must fill out this Acknowledgement receipt form. Please submit by fax form to 475-1727 and email to gsaprocurement@gsadoa.guam.gov

Acknowledgement Receipt Form must be submitted no later than three (3) days upon receipt of IFB package.

Name Hui Soek Min
Signature [Signature]
Date 1-17-2020
Time _____
Contact Number 777-2426
Fax Number 649-1523
Contact Person regarding IFB Hui Soek Min
Title Vice President
E-Mail Address california@yaho.com
Company/Firm SH Enterprises, Inc.
Address P.O. BOX 4700, Tamuning, Guam 96931

Note: GSA recommends that prospective bidders register current contact information with GSA to ensure they receive any notices regarding any changes or update to the IFB. The procuring agency and GSA will not be liable for failure to provide notice to any party who did not register current contact information.

All questions and concerns in regards to this bid must be submitted to the General Services Agency via fax attention to the Chief Procurement Officer no later than 01/07/2020 close of business at 5:00pm.

Please Print	
ACKNOWLEDGEMENT COPY (Re-fax to GSA)	
Received By:	<u>Hui Soek Min [Signature]</u>
Date:	<u>1-17-2020</u>
Company Name:	<u>SH Enterprises, Inc.</u>
Fax to: 475-1727 or 472-4217	
E-mail to: gsaprocurement@gsadoa.guam.gov	

INVITATION FOR BID

ISSUING OFFICE:

GENERAL SERVICES AGENCY
GOVERNMENT OF GUAM
590 S. MARINE CORPS DRIVE, STE. 219
TAMUNING, GUAM 96913

Claudia S. ACFALLE 12/15/19
CLAUDIA S. ACFALLE
Chief Procurement Officer

DATE ISSUED: December 30, 2019

BID INVITATION NO: GSA-001-20

BID FOR: FOOD SERVICES FOR: DOC INMATES AND DETAINEES

SPECIFICATION: SEE ATTACHED

DESTINATION: DEPARTMENT OF CORRECTIONS

REQUIRED DELIVERY DATE: The term of this contract shall commence upon signing of contract for Three (3) Years with the option to renew for two (2) additional fiscal years. Renewal options will be one fiscal year at a time, subject to funding availability. Renewal will be at the Sole Discretion of the Government Bidder may not refuse renewal if the government exercises its option to renew (Refer to page 35 of 47 ¶7b)

INSTRUCTION TO BIDDERS:

INDICATE WHETHER: INDIVIDUAL PARTNERSHIP CORPORATION

INCORPORATED IN: July 10, 1995

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) 10:00am, Date: 1/14/20, and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

The undersigned offers and agrees to furnish within the time specified, the articles and services at the price stated opposite the respective items listed on the schedule provided, unless otherwise specified by the bidder. In consideration to the expense of the Government in opening, tabulating, and evaluating this and other bids, and other considerations, the undersigned agrees that this bid remain firm and irrevocable within 90 calendar days from the date opening to supply any or all the items which prices are quoted.

NAME AND ADDRESS OF BIDDER:

SH Enterprises, Inc.
P.O. Box 9730
Tamuning, Guam 96931

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS BID:

Hui Scott Min
Hui Scott Min / vice-president

AWARD: CONTRACT NO.: _____ AMOUNT: _____ DATE: _____

ITEM	NO(S).	AWARDED:

CONTRACTING OFFICER:

CLAUDIA S. ACFALLE
Chief Procurement Officer

NAME AND ADDRESS OF CONTRACTOR:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS CONTRACT:

AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS

CITY OF Tamuning)
) ss.
 ISLAND OF GUAM)

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the offeror and that [please check only one]:

[] The offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.

[X] The offeror is a corporation, partnership, joint venture, or association known as SH Enterprises, Inc. [please state name of offeror company], and the persons, companies, partners, or joint venturers who have held more than 10% of the shares or interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows [if none, please so state]:

<u>Name</u>	<u>Address</u>	<u>% of Interest</u>
<u>TAE HONG MIN</u>	<u>P.O. BOX 9730</u>	<u>49.5%</u>
<u>HUI SOOK MIN</u>	<u>Tamuning, Guam 96911</u>	<u>49.5%</u>
	<u>Same as above</u>	

B. Further, I say that the persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid or proposal for which this affidavit is submitted are as follows [if none, please so state]:

<u>Name</u>	<u>Address</u>	<u>Compensation</u>
<u>N/A</u>		

C. If the ownership of the offering business should change between the time this affidavit is made and the time an award is made or a contract is entered into, then I promise personally to update the disclosure required by 5 GCA §5233 by delivering another affidavit to the government.

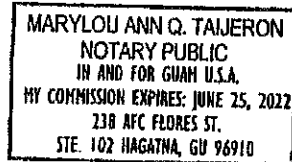
Signature of one of the following:

Offeror, if the offeror is an individual; Partner, if the offeror is a partnership; Officer, if the offeror is a corporation.

Subscribed and sworn to before me this 21st day of JANUARY, 2020

NOTARY PUBLIC

My commission expires _____



AFFIDAVIT RE NON-COLLUSION

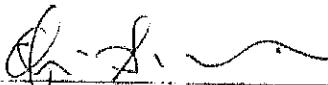
CITY OF Tamuning)
) ss.
ISLAND OF GUAM)


that: Hui Sook Min [state name of affiant signing below], being first duly sworn, deposes and says

1. The name of the offering company or individual is [state name of company]
SH Enterprises, Inc.

2. The proposal for the solicitation identified above is genuine and not collusive or a sham. The offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other offeror or person, to put in a sham proposal or to refrain from making an offer. The offeror has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the proposal price of offeror or of any other offeror, or to fix any overhead, profit or cost element of said proposal price, or of that of any other offeror, or to secure any advantage against the government of Guam or any other offeror, or to secure any advantage against the government of Guam or any person interested in the proposed contract. All statements in this affidavit and in the proposal are true to the best of the knowledge of the undersigned. This statement is made pursuant to 2 GAR Division 4 § 3126(b).

3. I make this statement on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.


Signature of one of the following: Hui Sook Min
Offeror, if the offeror is an individual; Partner, if the offeror is a partnership; Officer, if the offeror is a corporation.

Subscribed and sworn to before me 
this 27th day of January, 2020


NOTARY PUBLIC
My commission expires _____

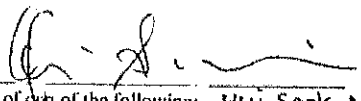
MARYLOU ANN Q. TAIJERON
NOTARY PUBLIC
IN AND FOR GUAM U.S.A.
MY COMMISSION EXPIRES: JUNE 25, 2022
238 AFC FLORES ST.
STE. 102 HAGATHA, GU 96910

AFFIDAVIT RE ETHICAL STANDARDS

CITY OF Tamuning)
) ss.
ISLAND OF GUAM)

Hui Sook Min _____ [state name of affiant signing below], being first duly sworn, deposes and says that:

The affiant is Vice-president _____ [state one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal. To the best of affiant's knowledge, neither affiant nor any officers, representatives, agents, subcontractors or employees of offeror have knowingly influenced any government of Guam employee to breach any of the ethical standards set forth in 5 GCA Chapter 5, Article 11. Further, affiant promises that neither he or she, nor any officer, representative, agent, subcontractor, or employee of offeror will knowingly influence any government of Guam employee to breach any ethical standards set forth in 5 GCA Chapter 5, Article 11. These statements are made pursuant to 2 GAR Division 4 § 11103(b).



Signature of one of the following: Hui Sook Min

Offeror, if the offeror is an individual; Partner, if the offeror is a partnership; Officer, if the offeror is a corporation.

Subscribed and sworn to before me ⁹⁰
this 21st day of January, 2020


NOTARY PUBLIC
My commission expires _____

MARYLOU ANN Q. TAMERON
NOTARY PUBLIC
IN AND FOR GUAM U.S.A.
MY COMMISSION EXPIRES: JUNE 25, 2022
23B AFC FLORES ST.
STE. 102 HAGATNA, GU 96910

**GOVERNMENT OF GUAM
GENERAL TERMS AND CONDITIONS**

SEALED BID SOLICITATION AND AWARD

Only those Boxes checked below are applicable to this bid.

- [X] 1. **AUTHORITY:** This solicitation is issued subject to all the provision of the Guam Procurement Act (SGCA, Chapter 5) and the Guam Procurement Regulations (copies of both are available at the Office of the Complier of laws, Department of Law, copies available for inspection at General Services Agency). It requires all parties involved in the Preparation, negotiation, performance, or administration of contracts to act in good faith.
- [X] 2. **GENERAL INTENTION:** Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and conditions for the bidder to provide the Government of Guam (Government) with specified services or with materials, supplies or equipment completely assembled and ready for use.
- [X] 3. **TAXES:** Bidders are cautioned that they are subject to Guam Income Taxes as well as all other taxes on Guam Transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation.
- [X] 4. **LICENSING:** Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Director of Revenue and Taxation.
- [X] 5. **LOCAL PROCUREMENT PREFERENCE:** All procurement of supplies and services where possible, will be made from among businesses licensed to do business on Guam in accordance with section 5008 of the Guam Procurement Act (SGCA, Chapter 5) and Section 1-104 of the Guam Procurement Regulations.
- [X] 6. **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:**
Bidders shall comply with all specifications and other requirements of the Solicitation.
- [X] 7. **"ALL OR NONE" BIDS: NOTE:** By checking this item, the Government is requesting all of the bid items to be bid or none at all. The Government will not award on an itemized basis.
- [X] 8. **INDEPENDENT PRICE DETERMINATION:** The bidder, upon signing the Invitation for Bid, certifies that the prices in his bid were derived at without collusion, and acknowledges that collusion and anti-competitive practices are prohibited by law. Violations will be subject to the provision of Section 5651 of that of the Guam Procurement Act. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Section 5651 of the Government code.
- [X] 9. **BIDDER'S PRICE:** The Government will consider not more than two (2) (Basic and Alternate) Item prices and the bidder shall explain fully each price if supplies, materials, equipment, and/or specified services offered comply with specifications and the products origin. Where basic or alternate bid meets the minimum required specification, cost and other factors will be considered. Failure to explain this requirement will result in rejection of the bid.
- [X] 10. **BID ENVELOPE:** Envelope shall be sealed and marked with the bidder's name, Bid number, time, date and place of Bid Opening.
- [X] 11. **BID GUARANTEE REQUIREMENT:** Bidder is required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier's Check in the same bid envelope to be held by the Government 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 Treasurer of Guam in the amount of fifteen percent (15%) of his highest total bid offer. The Bid Bond must be submitted on Government Standard Form BB-1 (copy enclosed). Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (contractor) withdraws from the bid or fails to enter into contract within the prescribed time, such Bid guarantee will be forfeited to the Government of Guam. Bids will be disqualified if not accompanied by 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 from 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. Pursuant to 5 GCA § 5212, all competitive sealed bidding for the procurement of supplies or services exceeding \$25,000.00 a 15% Bid Security of the total bid price must accompany the bid package. The bid bond, Letter of Credit, Certified Check or Cashier's Check will serve as Bid Security for this procurement.
- [] 12. **PERFORMANCE GUARANTEE:** Bidders who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with the Government of Guam. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in Section 41 of these General Terms and Conditions.
- [X] 13. **SURETY BONDS:** Bid and Bid Bonds coverage must be signed or countersigned in Guam by a foreign or alien 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.
- [X] 14. **COMPETENCY OF BIDDERS:** Bids will be considered only from the bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
- [X] 15. **DETERMINATION OF RESPONSIBILITY OF BIDDERS:** The Chief Procurement Officer reserves the right for securing from bidders information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 15 of these General Terms and Conditions.
(2 GAR, Div. 4 § 3116)

- [X] 16. **STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER:**
In determining the lowest responsible offer, the Chief Procurement Officer shall be guided by the following:
- a) Price of items offered.
 - b) The ability, capacity, and skill of the Bidder to perform.
 - c) Whether the Bidder can perform promptly or within the specified time.
 - d) The quality of performance of the Bidder with regards to awards previously made to him.
 - e) The previous and existing compliance by the Bidder with laws and regulations relative to procurement.
 - f) The sufficiency of the financial resources and ability of the Bidder to perform.
 - g) The ability of the bidder to provide future maintenance and services for the subject of the award.
 - h) The compliance with all of the conditions to the Solicitation.
- [X] 17. **TIE BIDS:** If the bids are for the same unit price or total amount in the whole or in part, the Chief Procurement Officer will determine award based on 2 GAR, Div. 4, § 3109(o) (2) or will reject all such bids.
- [X] 18. **BRAND NAMES:** Any reference in the Solicitation to manufacturer's Brand Names and number is due to lack of a satisfactory specification of commodity description. Such preference is intended to be descriptive, but not restrictive and for the sole purpose of indicating prospective bidders a description of the article or services that will be satisfactory. Bids on comparable items will be considered provided the bidder clearly states in his bid the exact articles he is offering and how it differs from the original specification.
- [] 19. **DESCRIPTIVE LITERATURE:** Descriptive literature(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The literature furnished must clearly identify the item(s) in the Bid. The descriptive literature is required to establish, for the purpose of evaluation and award, details of the product(s) the bidder proposes to furnish including design, materials, components, performance characteristics, methods of manufacture, construction, assembly or other characteristics which are considered appropriate. Rejection of the Bid will be required if the descriptive literature(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the descriptive literature(s) by the time specified in the Solicitation will require rejection of the bid.
- [] 20. **SAMPLES:** Sample(s) of item(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The sample(s) should represent exactly what the bidder proposes to furnish and will be used to determine if the item(s) offered complies with the specifications. Rejection of the Bid will be required if the sample(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the sample(s) by the time specified in the Solicitation will require rejection of the Bid.
- [] 21. **LABORATORY TEST:** Successful bidder is required to accompany delivery of his goods with a Laboratory Test Report indicating that the product he is furnishing the Government meets with the specifications. This report is on the bidder's account and must be from a certified Testing Association.
- [X] 22. **AWARD, CANCELLATION, & REJECTION:** Award shall be made to the lowest responsible and responsive bidder, whose bid is determined to be the most advantageous to the Government, taking into consideration the evaluation factors set forth in this solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the Government may require to waive any minor irregularity in bid received. The Chief Procurement Officer shall have the authority to award, cancel, or reject bids, in whole or in part for any one or more items if he determines it is in the public interest. Award issued to the lowest responsible bidder within the specified time for acceptance as indicated in the solicitation, results in a bidding contract without further action by either party. In case of an error in the extension of prices, unit price will govern. It is the policy of the Government to award contracts to qualified local bidders. The Government reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type items and the vendor agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after original award. No award shall be made under this solicitation which shall require advance payment or irrevocable letter of credit from the government (2 GAR, Div.4 §1103).
- [] 23. **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.
- [] 24. **SCHEDULE FOR DELIVERY:** Successful bidder shall notify the General Services Agency, Telephone Nos. 475-1707 or 475-713, at least twenty-four (24) hours before delivery of any item under this solicitation.
- [] 25. **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 rejection of delivery. The Bill of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
- [] 26. **MANUFACTURER'S CERTIFICATE:** Successful bidder is required, upon delivery of any item under this contract, to furnish a certificate from the manufacturer indicating that the goods meet the specifications. Failure to comply with this request will result in rejection of delivery payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
- [X] 27. **INSPECTION:** All supplies, materials, equipment, or services delivered under this contract shall be subject to the inspection and/or test conducted by the Government 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 Government shall have the right to reject the items or require that they be corrected. The number of days required for correction will be determined by the Government.
- [] 28. **MOTOR VEHICLE SAFETY REQUIREMENTS:** The Government will only consider Bids on motor vehicles which comply with the requirements of the National Traffic and Motor Vehicle safety Act of 1966 (Public Law 89-563) and Clean Air Act as amended (Public Law 88-206), that are applicable to Guam. Bidders shall state if the equipment offered comply with these aforementioned Federal Laws.

- [] 29. **SAFETY INSPECTION:** All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.
- [] 30. **GUARANTEE:**
- a) **Guarantee of Vehicle Type of Equipment:**
The successful bidder shall guarantee vehicular type of equipment offered against defective parts, workmanship, and performance, for a period of not less than one (1) year after date of receipt of equipment. Bidder 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 Government and without cost to the Government. Vehicular type of equipment as used in this context shall include equipment used for transportation as differentiated from tractors, backhoes, etc.
- b) **Guarantee of Other Type of Equipment:**
The successful bidder shall guarantee all other types of equipment offered, except those mentioned in 30a, 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 defective within that period shall be repaired or replaced by the Contractor without cost to the Government. Repairs, adjustments or replacements of defective parts shall be completed by the contractor within six (6) working days after notice from the Government.
- (c) **Compliance with this Section is a condition of this Bid.**
- [X] 31. **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 Government 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 set forth on Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.
- [X] 32. **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 (GPR Section 11-207).
- [X] 33. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractors shall not discriminate against any employee or applicant of employment because of race, color, religion, sex, or national 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 origin.
- [X] 34. **COMPLIANCE WITH LAWS:** Bidders awarded a contract under this Solicitation shall comply with the applicable standard, 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.
- [] 35. **CHANGE ORDER:** Any order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-03.1 of the Guam Procurement Regulations.
- [X] 36. **STOP WORK ORDER:** Any stop work order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-04.1 of the Guam Procurement Regulations.
- [X] 37. **CANCELLATION OF INVITATION FOR BIDS OR REQUEST FOR PROPOSALS:** Any Invitation for Bid may be cancelled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interests of the Territory in accordance with regulations promulgated by the Policy Office. The reasons therefor shall be made part of the contract file.
- [X] 38. **TIME FOR COMPLETION:** It is hereby understood and mutually agreed by and between the contractor and the Government 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. Defaults will be treated subject to and in accordance with the provisions of 2 GAR, Div. 4 § 6101(8)
- [X] 39. **JUSTIFICATION OF DELAY:** Bidders who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the bidder is not able to meet the specified delivery date, he is required to notify the Chief Procurement Officer of such delay. Notification shall be in writing and shall be received by the Chief Procurement Officer 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 Government reserves the right to reject delay justification if, in the opinion of the Chief Procurement Officer, such justification is not adequate.

- [X] 40. **SERVICE-DISABLED VETERAN OWNED BUSINESS PREFERENCE:** Bidding is subject to the policy in favor of Service-Disabled Veteran Owned Business as defined in 5 GCA sections 5011 and 5012.
- [X] 41. **LIQUIDATED DAMAGES:** When the contractor is given notice of delay or nonperformance 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 date set for cure until either the territory reasonably obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or nonperformance is excused under Paragraph 39 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay. 2 GAR, Div. 4 §6101(d).
- [X] 42. **PHYSICAL LIABILITY:** If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Government 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 Government 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 incurred for or by reasons 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 Government of Guam against any claim for loss, damage or injury to property or persons arising out of 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 certificates of such insurance to the Government of Guam when required.
- [X] 43. Contract will be cancelled if funds not appropriated or insufficient, and that government will timely inform contractor. 2 GAR, Div.4 §3121(e) (1) (C) and 2 GAR, Div.4 § 3121(e)(1)(D).
- [X] 44. If cancelled, contractor will be reimbursed unamortized reasonably incurred non-recurring costs. 2 GAR, Div.4 § 3121(e) (1) (G).
- [X] 45. **CONTACT FOR CONTRACT ADMINISTRATION:** If your firm receives a contract as a result of this Solicitation, please designate a person whom we may contact for prompt administration.

Name: HUI SOOK MIN

Title: Vice-President

Address: P.O. Box 9730
Tamuning, Guam 96931

Telephone: 649-0521 / 771-2866

email: califaniamart@yahoo.com

GOVERNMENT OF GUAM
SEALED BID SOLICITATION INSTRUCTIONS

1. **BID FORMS:** Each bidder shall be provided with one (1) Solicitation form. Additional copies may be provided upon request. Bidders requesting additional copies of said forms will be charged per page in accordance with 5 GCA § 10203 of the Government Code of Guam. All payments for this purpose shall be by cash, certified check or money order and shall be made payable to the General Services Agency (EO 86-24).
2. **PREPARATIONS OF BIDS:**
 - a) Bidders are required to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at bidder's risk.
 - b) Each bidder shall furnish the information required by the Solicitation. The bidder shall sign the solicitation and print or type his name on the Schedule. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent are to be accompanied by evidence of this authority unless such evidence has been previously furnished to the issuing office.
 - c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the Schedule for each item offered. In case of discrepancies between a unit price and extended price, the unit price will be presumed to be correct.
 - d) Bids for supplies or services other than those specified will not be considered. Time, if stated as a number of days, means calendar days and will include Saturdays, Sundays, and holidays beginning the day after the issuance of a Notice to Proceed. Time stated ending on a Saturday, Sunday or Government of Guam legal holiday will end at the close of the next business day.
3. **EXPLANATION TO BIDDERS:** Any explanation desired by a bidder regarding the meaning or interpretation of the Solicitation, drawings, specifications, etc., must be submitted in writing and with sufficient time allowed for a written reply to reach all bidders before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning a Solicitation will be furnished to all prospective bidders in writing as an amendment to the Solicitation if such information would be prejudicial to informed bidders.
4. **PRE-OPENING MODIFICATION OR WITHDRAWAL OF BIDS:** Bids may be modified or withdrawn by written notice received in the Government designated in the Invitation for Bid (IFB) prior to the due date. A telegraphic modification or withdrawal received by telephone from the receiving telegraph company office prior to the time and date set for submission/opening will be effective if the telegraph company confirms the telephone message by sending a written copy of the telegram showing that the message was received at such office prior to the due date.
5. **ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS:** Receipt of an amendment to a Solicitation by a bidder must be acknowledged by signing an acknowledgement of receipt of the amendment. Such acknowledgement must be received prior to the hour and date specified for receipt of bids.
6. **SUBMISSION OF BIDS:**
 - a) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the Solicitation. The bidder shall show the hour and date specified in the Solicitation for receipt, the Solicitation number, and the name and address of the bidder on the face of the envelope.
 - b) Telegraphic bids will not be considered unless authorized by the Solicitation. However, bids may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt (see paragraph 6 of these instructions).
 - c) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Solicitation.
 - d) Samples or descriptive literature should not be submitted unless it is required on this solicitation. Regardless of any Attempt by a bidder to condition the bid, unsolicited samples or descriptive literature will not be examined or tested at the bidder's risk, and will not be deemed to vary any of the provisions of this Solicitation.
7. **FAILURE TO SUBMIT BID:** If no bid is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard shall be sent to the issuing office advising whether future Solicitations for the type of supplies or services covered by this Solicitation are desired.
8. **LATE BID, LATE WITHDRAWALS, AND LATE MODIFICATIONS:**
 - a) **Definition:** Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late (Guam Procurement Regulations 2 GAR, Div.4 §3109(k)).
 - b) **Treatment:** No late bid, late modification, or late withdrawal will be considered unless received before contract award, and the bid, modification, or withdrawal would have been timely but for the action or inaction of territorial personnel directly serving the procurement activity.

9. **CANCELLATION OR REVISION OF BID:** This IFB may be canceled, or any and all bids may be rejected in whole or in part as may be pursuant to GAR § 3115, when it is in the best interest of the Government. Additionally, in accordance with GAR § 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 canceled or revised to comply with the law. The reasons therefore shall be made part of the contract file.
10. **REJECTION OF BIDS:** Any bid submitted in response to this IFB may be rejected in whole or in part when it is in the best interest of the Government, in accordance with GAR § 3115(e). Reasons for rejecting bids include but are not limited to: (1) The business that submitted the bids is non-responsive as determined under GAR § 3116; (2) The bid ultimately fails to meet the announced requirements of the Government in some material respect; or (3) The bid price is clearly unreasonable. Upon request, unsuccessful bidders shall be advised of the reasons for rejection.

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

11. **TERMINATION OF CONTRACT:** 1. **TERMINATION OF CONVENIENCE PURSUANT TO GAR § 6101(10)**

(a) **Termination:** The Government, when the interest of the Government so requires, may terminate this contract in whole or in part, for the Convenience of the Government. The Purchasing Agency shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(b) **Contractor's Obligations:** The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified.

(c) **Condition of Termination:** Notwithstanding the foregoing, the cessation of services for people requiring services shall be contingent upon the Government obtaining a substitute provider for the services and the contractor shall cooperate by taking all reasonable and necessary steps to ensure that services are not interrupted and transferred to the succeeding provider. The contractor shall issue a written memorandum detailing the status of the contractor's ongoing services initiating termination or any fault of either party.

12. **CONTRACT DISPUTES: MANDATORY DISPUTES RESOLUTION CLAUSE:**

In the event of a conflict between this "Mandatory Disputes Resolution Clause" and any other terms in this contract, it is the intent of the government of Guam and the contractor that the terms of this clause are to be given precedence.

Disputes- Contractual Controversies. The government of Guam and the contractor agree to attempt resolution of all controversies which arise under, or are by virtue of, this contract through mutual agreement. If the controversy is not resolved by mutual agreement, then the contractor shall request the head of the purchasing agency, or their designee, in writing to issue a final decision within sixty days after receipt of the written request in keeping with 5 GCA § 5427 (c). The head of the purchasing agency or their designee shall immediately furnish a copy of the decision to the contractor, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.

Absence of a Written Decision within Sixty Days. If the head of the purchasing agency, or their designee does not issue a written decision within sixty days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the contractor may proceed as though the head of the purchasing agency, or their designee had issued a decision adverse to the contractor.

Appeals to the Office of Public Accountability. The head of the purchasing agency's, or their designee's decision shall be final and conclusive, unless fraudulent or unless the contractor appeals the decision administratively to the Public Auditor in accordance with 5 GCA § 5706.

Disputes – Money Owed to or By the Government of Guam. This subsection applies to appeals of the government of Guam's decision on a dispute. For money owed by or to the government of under this contract, the contractor shall appeal the decision in accordance with the "Government Claims Act", 5 GCA § 6101 et. seq., by initially filing a claim with the Office of the Attorney General no later than eighteen months after the decision is rendered by the government of Guam or from the date when a decision should have been rendered. For all other claims by or against the government of Guam arising under this contract, the Office of the Public Auditor has jurisdiction over the appeal from the decision of the government of Guam. Appeals to the Office of the Public Auditor must be made within sixty days of government of Guam's decision or from the date the decision should have been made.

Exhaustion of Administrative Remedies. The contractor shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.

Performance of Contract Pending Final Resolution by the Court. The contractor shall comply with the government of Guam's decision and proceed diligently with performance of this contract pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, this contract, except where the contractor claims a material breach of this contract by the government of Guam. However, if the head of the purchasing agency determines in writing that continuation of services under this contract is essential to the public's health or safety, then the contractor shall proceed diligently with performance of the contract notwithstanding any claim of material breach by the government of Guam.

13. **CONTRACT REMEDIES:** Remedies pursuant to 2 GAR § 9101. Any dispute arising under or out of this contract is subject to the provisions of Chapter 9 (Legal and Contractual Remedies) of Guam Procurement Regulations (GAR chapter 9)

DISCOUNTS:

- a) Notwithstanding the fact that prompt payment discounts may be offered, such offer will not be considered in evaluating bids for award unless otherwise specified in the Solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.
- b) In connection with any discount offered, time will be computed from date of delivery and acceptance of the supplies to the destination as indicated in the purchase order or contract. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.
14. **GOVERNMENT FURNISHED PROPERTY:** No material, labor or facilities will be furnished by the Government unless otherwise provided for in the Solicitation.
15. **SELLER' INVOICES:** Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall be "certified true and correct" and shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended total. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.
16. **RECEIPT, OPENING AND RECORDING OF BIDS:** Bids and modifications shall be publicly opened in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate by the Procurement Officer, shall be read aloud and recorded, or otherwise made available. The names and addresses of required witnesses shall be recorded at the opening. The opened bids shall be available for public inspection except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in accordance with Section 12, below. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices, makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary (Guam Procurement Regulations 2 GAR, Div.4 §3109(k)).
17. **CONFIDENTIAL DATA:** If a bidder considers any information submitted in its bid to be confidential, the bidder must identify in writing to the Government those portions which it considers confidential, and must request in writing that those portions be kept confidential. Only trade secrets and proprietary data will be considered confidential. If there is a request for confidentiality, the Government will render a decision on the request as soon as practicable after bids are opened. The Government will advise any bidder requesting confidentiality, of the Government's decision in writing. If the Government does not agree with a bidder's request, then the Government will inform the bidder that it may lodge a protest regarding any part of the Government's decision by following the procedure for protests outlined in Chapter 9 of the Guam Procurement Regulations.
18. **PROHIBITION AGAINST GRATUITIES AND KICKBACKS:** With respect to this procurement and any other contract that bidder may have or wish to enter into with the Government, the bidder represents that he/she 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 - GAR § 11170(a)
19. **STATEMENT OF QUALIFICATIONS:** The ability capacity and skill of the Bidders to perform; Whether the bidder can perform promptly or within the specified time; The quality of performance of the Bidder with regards to awards previously made to him; The sufficiency of the financial resources and ability of the bidders to perform; And the compliance with all of the conditions to the solicitation.
20. **WAGE AND BENEFIT COMPLIANCE-CONTRACTORS PROVIDING SERVICES:**
- (a) Contractor with regard to all person its employs whose purpose in whole or in part is the direct delivery of services contracted for with the Government of Guam in this procurement, shall pay such employees in accordance with the Wage Determination for Guam and the Northern Marianas islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct deliverance of deliverables to the government of Guam. 5 GCA § 5801 Contractor shall be responsible for flowing down this obligation to its subcontractors.
- (b) The Wage Determination most recently issued by the U.S. Department of Labor at the time this Agreement was awarded to Contractor shall be used to determine wages and benefits which shall be paid to employees pursuant to this clause. 5 GCA § 5801
- (c) Should any contract contain a renewal clause, then at the time of renewal adjustments there shall be stipulations contained in that contract for applying the Wage Determination, so that the Wage Determination promulgated by the U.S Department of Labor on a date most recent to the renewal date shall apply. 5 GCA § 5801
- (d) In addition to the Wage Determination detailed above, health and similar benefits for employees having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor shall apply. Contractor shall pay a minimum of ten (10) paid holidays per annum per employee. 5 GCA § 5802
- Any violation of Contractor or its subcontractors obligations of this section shall be investigated by the Guam Department of Labor and may include a monetary penalty assessment by the Guam Department of Labor 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. 5 GCA § 5803
- (f) In addition to any and all other breach of contract actions the Government of Guam may have under this procurement, in the event there is a violation in the process set forth in subsection (e) above, Contractor may be placed on probationary status by the Chief Procurement Officer of the General Service Agency, or its successor, for a period of one (1) year.

During the probationary status, a Contractor shall not be awarded any contract by any instrumentality of the Government of Guam. A Contractor who has been placed on probationary status, or has been assessed a monetary penalty pursuant to 5 G.C.A. Article 13 Title 5 may appeal such penalty or probationary status to the Superior Court of Guam. 5 GCA § 5804

(g) Contractor along with all proposed offerors and submitter under this procurement were required to submit a Declaration of Compliance with Wage Determination laws as part of this procurement with a copy of the most recent Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor. 5 GCA § 5805

(h) The applicable USDOL Wage Determination Rate Revision (as defined by subsections (b) and (c)) is to this Agreement. Contractor agrees to provide upon written request by the Government of Guam written certification of its compliance with its obligations as part of each invoice, along with the names of any employees, their positions, and detailed wage and benefits paid in keeping with this section. Additionally upon request by Government of Guam the Contractor shall submit source documents as to those individuals provide direct services in part or whole under this Agreement and its payments to them of such wages and benefits.

21. **CONTRACTOR'S WARRANTY AS TO EMPLOYEES AND SEX OFFENSES. Reference 5 GCA 5253 (b):** Contractor warrants that no person providing services on behalf of the Contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry.

Contractor warrants that if any person providing services on behalf of Contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction. Any contractor found in violation of this section, after notice from the Government of Guam, after notice from the contracting authority of such violation, shall within twenty-four (24) hours, take corrective action and shall report such action to the contracting authority. Failure to take corrective action with the stipulated period may result in the temporary suspension of the contract at the discretion of the Government of Guam.

22. **DISCLOSURES OF MAJOR SHAREHOLDERS: (5 GCA § 5233)**
As a condition of submitted a bid, any partnership, sole proprietorship or corporation doing business with the Government of Guam shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten percent (10%) of the outstanding interest or shares in said month period immediately preceding submission of proposal.

Department of Corrections Food Services

A. Introduction

The Department of Corrections is soliciting bids from qualified bidders to provide food services for prisoners in the custody of Department of Corrections, herein after referred to as, DOC. DOC's current average population is 650+/- daily. Approximate population in DOC's Hagatna Detention Facility (Federal Detention Facility and Guam Detention Facility) in Hagatna is 150+/- and Adult Correctional Facility in Mangilao is 500+/-.

DOC intends to award a single Food Service Company herein after referred to as the Bidder to provide these food services. DOC requires the Bidder to develop and implement a food services operation that will meet the immediate and future needs of DOC and its prisoners. The primary requirements of this bid are to manage the department's food services in a manner meeting the nutritional needs of the prisoners with palatable and reasonably attractive meals and snacks, while ensuring all applicable licensing and/or permits as required by local and federal laws are maintained for food preparation and service.

Through DOC Food Services, the Bidder will be required to provide three meals per day which may be a Dietary meal (as medically prescribed by DOC's Medical Physician and approved by the Registered Dietician), Religious meal (approved by DOC's approving authority) and Dietary Snacks meal (as medically prescribed by DOC's Medical Physician and approved by the Registered Dietician). Each meal and snack must meet the Nutritional Values as established by the prescribed federal guidelines for nutrition. Nutritional information will be made available to the prisoners to enable them to practice healthy eating habits to promote their quality of life.

B. Objective for Invitation for Bid

1. To deliver palatable quality food to prisoner confined to the Department of Corrections. Food services must meet all applicable federal and Local guidelines, laws and regulations and meet the guidelines as prescribed herein.
2. Provide an efficient system whereby prisoners receive meals that provide proper nutrition and meet specific dietary requirements of individual medical conditions, religious requirements or management plans while confined in the Department of Corrections.
3. To ensure that security measures are viewed as the top priority from all involved in the provision of food services.
4. To operate the Food Service Program using professionally trained personnel experienced in providing food service for corrections facilities.
5. To Implement a written food service plan with clear objectives, policies, procedures and a plan of evaluation for compliance.
6. To provide nutritious meals to prisoners three times a day, seven days a week.
7. To enter into a three (3) year contract with the option to extend for an additional two (2) years on a year-to-year basis, subject to the availability of funds. The Government of Guam shall have the sole authority to extend the contract for the additional two (2) year term on a year to year basis by providing notice to Bidder of DOC's intent at least thirty (30) days in advance at the end of the three (3) year term and annually thereafter. Bidder shall not have the option to refuse DOC's right to exercise the extension which is at DOC's discretion.

DOC reserves the right to cancel the contract if funds are not appropriated. DOC may exercise this right by providing the Bidder sixty (60) days advance written notice of its intent to cancel the contract.

(a) In the event funds are not appropriated or otherwise not made available to support the continuation of performance in the subsequent fiscal period, the contract shall be cancelled and the Bidder shall be reimbursed or given the reasonable value of any non-recurring costs incurred but not amortized in price of supplies or services delivered under the contract. The cost of cancellation may be paid from any appropriations available for such purposes. The government of Guam shall notify Bidder on a timely basis in writing that the funds are, or are not, available for the continuation of the Bidder for each succeeding fiscal period. The multi-term period as set forth in this clause does not affect either the government of Guam's rights or the Bidder's rights under any termination clause of this contract.

b) The bid price offered by the Bidder and accepted by Government of Guam shall remain fixed and irrevocable for the duration of the bid award and will remain fixed and irrevocable should the option for extension be exercised for the additional two (2) years on a year to year basis.

8. To award the bid to the lowest responsible and responsive bidder whose bid is determined to be the most advantageous to the government of Guam, taking into consideration the evaluation factors set forth in this solicitation. Bid shall include all fees, costs, maintenance expenses and other requirements specified in the bid.

II. Bidders Minimum Qualifications

- A. Must be organized for the purpose of providing institutional and volume food service. The Bidder's food service manager, and the Food Service Supervisor must have three (3) years previous experience with proven effectiveness in administering large scale food service programs with an average serving of 1,950 meals per day.
- B. Bidder must be able to, in the opinion of the government of Guam, show evidence of their ability, experience, equipment, and facilities to render satisfactory services.
- C. Provide a list of all food services contract(s) held during the past three (3) years;
- D. Provide resumes of the food service manager, food service supervisor and registered dietician showing at least three (3) years of experience in a large - scale facility.
- E. Must have qualified and trained staff with sufficient back-up personnel to successfully complete the bid requirements. Bidder must have access to services of Registered Dietician to comply with standard nutritional guidelines and for menu development.
- F. Must have a proven ability for a contract start-up immediately upon award of bid, In addition, must have an alternate food service site. Bidder must have ability to immediately obtain any and all permits, as required by statute, to provide food services to DOC and to ensure compliance with the rules and regulations of Department of Public Health and Social Services (DHPSS), Guam Fire Department (GFD), Guam Environmental Protection Agency (GEPA), Department of Revenue and Taxation (DRT), and any all other permits as required by local and federal laws.
- G. Must have the central office capability to supervise and monitor the program, ensuring satisfactory provision of services.
- H. Must have adequate storage and power back-up facilities to ensure continuous supply of fresh food items and supplies for food service.
- I. Must be actively licensed on Guam by a licensing authority recognized by the Government of Guam. A certified copy of the business license must accompany all official bids.
- J. Must provide a certified copy of a current financial report of the successful company for the last three (3) years.

III. DOC Food Services Requirements

- K. Bidder will oversee daily operation of DOC Food Services
 - 1. Menu Preparation
 - 2. Nutritional Analysis
 - 3. Purchasing and Storing of food and supplies
 - 4. Bidder shall include a transition plan for the first seven (7) days of food service
 - a) Serving of Meals on the first day
 - b) Alternate Food Service Site, if needed
 - c) Equipment Inventory
 - 5. Thirty (30) days prior to termination or expiration of bid contract, Bidder must prepare all meals at its alternate food services site.
 - 6. Food Service Personnel
 - a) Food Service Director or Similar
 - b) Registered Dietician
 - c) Sufficient Personnel for the daily operations
 - d) Food Service related training
- L. Bidder will provide Nutritious, Appealing, Palatable and Quality Meals and Dietary Snacks
 - 1. Daily Meals
 - a) *Breakfast*
 - (a) Optional Hot or Cold Meal
 - b) *Lunch*
 - (a) Hot Meal
 - c) *Dinner*
 - (a) Hot Meal
 - 2. Special Meals
 - a) *Dietary Meals*
 - (a) Medically prescribed by DOC's Medical Physician and approved by the Registered Dietician
 - b) *Religious Meals*
 - (a) Approved by Director, Department of Corrections or authorized designee.
 - c) *Special Meals shall be provided at no additional cost to the government and shall be charged as a normal daily meal at the time of the serving, breakfast, lunch or dinner.*

3. Three (3) 'Spirit Lifter' Lunch or Dinner Meals per calendar year for holidays.
 - a) Proposed menus for 'Spirit Lifter' Meals shall be included on the menu.
 - b) 'Spirit Lifter' meals serving dates will be determined by Director, Department of Corrections or authorized designee.
 - c) 'Spirit Lifter' Meals shall be provided at no additional cost to the government and shall be charged as a normal daily meal at the time of the serving, breakfast, lunch or dinner.

4. Dietary Snacks
 - a) Only prisoners whom are prescribed by DOC Medical Physician will receive a dietary snack. NOTE: A Dietary Snack is not a meal replacement.
 - b) Dietary Snacks medically prescribed by DOC's Medical Physician and approved by the Registered Dietician.

- M. Bidder will provide and is solely responsible for costs and expenses for all food services to DOC including, but not limited to:
 1. Food
 2. Beverages
 - a) Water
 - b) Milk
 - c) Coffee
 - d) (must include non-dairy creamer and sugar)
 3. Eating Utensils
 - e) Disposable Spoons
 - f) Disposable Forks
 - g) Napkins
 4. Labor
 5. Material
 6. Equipment Maintenance and Repair
 7. Personnel Training ("Other than the training mentioned on page 46, ¶U6)
 8. Accounting Records and Reports
 9. Business License
 10. Catering License
 11. Health Certificate / License
 12. Sanitary Certificate

Any and all permits required to provide food services to DOC and to ensure compliance with the rules and regulation of Department of Public Health and Social Services (DPHSS), Guam Fire Department (GFD), Guam Environmental Protection Agency (GEPA), Department of Revenue and Taxation (DRT), etc., as required by local and federal laws and / or statutes.

N. Bidder will assume responsibility for DOC Food Service sites / facilities

1. Adult Correctional Facility (ACF)
2. DOC Food Service Facility
 - a) DOC Food Service Facilities shall only be used for the preparation of food to be served to prisoners of DOC, special functions and for no other purpose without the prior written consent of the Director, Department of Corrections or the authorized designee.
 - b) DOC Food Service Facility shall not be used to store, prepare or cook meals or render other related services for purposes unrelated to this Bid Award.
 - c) DOC reserves the right to utilize the dining area for any activities and/or functions, provided that it does not interfere with Food Service operations.

O. Meal Services

1. Bidder will provide Food Services seven (7) days per week at the following times:
 - a) Breakfast: 0600 -- 0800
 - b) Lunch: 1100-1300
 - c) Dinner: 1630-1830
 - d) Dietary Snacks: serving time will be determined by DOC Medical Physician.
2. Preparation and Delivery
 - a) Bidder will prepare meals to be individually packaged and sealed in individual disposable serving containers ready for consumption.
 - b) Each meal must include the following:
 - (a) Eating utensils individually wrapped
 - (b) Condiments – dependent upon meal menu
3. Transporting of Meals
 - a) Bidder will individually package meals
 - b) Bidder must ensure local health and sanitation requirements and that all proper regulations are followed when transporting meals for distribution.
 - c) Bidder must ensure the safe Preparation of meals for Transportation, food temperatures and storage, either warm or chilled and must be ready for consumption.

P. Menus

1. Bidder must prepare a four (4) week cycle menu

- a) Meals must be nutritious, appealing, palatable, qualitative and
- b) proportional to adult servings.

2. Seven (7) Day Emergency Menu

- a) Meals must contain non-perishable food items.
- b) Meals still must maintain the required nutritional value.

3. Menu changes

- a) Menu changes must be approved by Director, Department of Corrections or its authorized designee at least ten (10) days prior to menu change.
- b) Failure to comply shall result in a non-payment to the bidder.
- c) By cases of emergency situations, classified as Acts of God or Natural Disasters, ie. Typhoon, Earthquake, Tsunami, same day request MAY be approved by the Director, Department of Corrections or its designee at his/her discretion dependent upon the nature of the reason.

4. Meal Pattern for Special Diets

Bidder must prepare a four (4) week cycle menu for the following special diet meal

- (a) Dietary Meals.
 - (i) Must be medically prescribed by DOC's Medical Physician and approved by the Registered Dietician
- (b) Religious Meals
 - (i) Must be approved by the Director, Department of Corrections or its authorized designee.
- (c) Bidder must be prepared to accommodate Special Diet Meal regardless if the Special Diet Meal is on the regular menu.

5. Dietary Snacks

- a) Bidder must be able to provide Dietary Snacks which are medically required to prisoners.
- b) Dietary Snacks must be medically prescribed by DOC's Medical Physician and approved by the Registered Dietician.

6. Food Acceptability

a) Meal Samples must be provided to the Director, Department of Corrections and the Corrections Facility Superintendent (Warden) in the appropriate portion sizes to determine food acceptability. Other determining factors include but not limited to, Palatable, attractive and Qualitative.

b) Meal Samples are at no cost to the Government of Guam and will not be charged to DOC.

7. Non-Payment for Spoilage or Unproportioned Foods

a) No payment shall be made for meals that are spoiled or unproportioned in whole or in part.

Q. Procurement of Foods

1. Bidder must utilize the maximum use of fresh local farm and fish products as per PL23-18.
2. Bidder must submit a listing of local vendors used to procure foods for DOCs Food Service.

R. Food Storage

1. Bidder must comply with local and federal requirements for food storage.

S. Monitoring and Inspections

1. DOC Reserves the right to monitor and inspect DOC Food Services through periodic on-site visits to ensure conformance with all regulations and the quality of the following, but not limited to:

- a) Food and Beverages
- b) Meals
- c) Food Preparation Areas
- d) Storage Areas
- e) Sanitation Practices
- f) Freezer(s) and Refrigerator(s)

2. Reporting, Comments, Recommendations

a) *Monitoring and Inspections reports must follow all on-site visit, to include but not limited to:*

- (a) Observations
- (b) Comments
- (c) Recommendations
- (d) Corrective Actions, if any

T. Food Service Facilities

1. "As Is" Condition upon Transfer

a) *Bidder shall accept the inventory at each facility "AS IS".*

- (a) Adult Correctional Facility (ACF)

b) *Bidder shall assume responsibility and all cost associated with necessary upgrades, maintenance, repairs and/or replacement of the equipment and facility after receipt of facility and its inventory.*

2. Bidder shall not, at any time, remove any equipment, supplies, or any such thing of the like owned by Department of Corrections, except for the purpose of maintenance or repair.
 - a) Disposition of government owned equipment shall be the responsibility of DOC.
 - b) All equipment repaired or replaced will be transferred to DOC at the termination of the contract.

3. All equipment provided by the Bidder shall be inventoried and written notification to DOC shall be provided.
 - a) Thirty (30) days upon termination or expiration of the Bid, Bidder will remove all Bidder owned equipment and must restore all DOC equipment and facility to its original condition with reasonable wear and tear.

4. Bidder will be responsible for all maintenance, housekeeping and sanitation during the period of the contract, to include but not limited to:
 - a) *Food Preparation Areas*
 - b) *Storage Areas*
 - c) *Food Servicing Items / Supplies*
 - (a) Dishes, Pots, Pan, any and all utensils, servers
 - d) *Restrooms and Washroom*
 - e) *Fixtures – Plumbing, Lighting, Mechanical Controls*
 - f) *Equipment - Exhaust Fans, Range Fire Suppressant fixtures, Water heaters / boilers, Freezers, Refrigerators*
 - g) *Any and all items and areas in the Food Service Facility that are reasonably necessary for use for preparation, operation and/or performance that may be in the inventory of the Food Service Facility as part of this Contract.*

5. Janitorial and Sanitation Supplies
 - a) *Bidder will be responsible to provide any and all of the following to include but not limited to the following:*
 - (a) Janitorial Supplies
 - (b) Cleaning Supplies
 - (c) Sanitation Supplies
 - (d) Hygiene Supplies
 - (e) Toiletries

6. DOC Reserves the Right to maintain vending machines.

7. Bidder shall maintain reasonable inventory of expendable supplies necessary to meet the food service demand.

8. Department of Corrections will not be responsible for loss or damage to equipment or supplies owned by the Bidder located in DOC Food Service Facilities.

9. Bidder shall provide and maintain adequate fire extinguishers for Food Service Facility areas.

10. Pest Control Services

a) Bidder is responsible to provide Certified Pest Control Services and must assume all cost associated with Pest Control Services at a minimum, conduct twice monthly to include the following:

- (a) Interior and exterior pest control services for roaches, fleas, ants, termites, and other crawling insects.
- (b) Interior and Exterior pest control services for termites.
- (c) Interior and Exterior Rodent Control and Extermination services

b) All pest control services must be coordinated with the Director, Department of Corrections or its authorized designee.

c) Bidder must provide DOC a written report for all pest control services rendered.

11. Sanitation and Health Certification

a) Bidder must obtain and maintain an acceptable "satisfactory" health certification and sanitary permit from Department of Public Health and Social Services for all DOC Food Service Facilities.

b) All Bidder personnel must maintain a certified health certificate as required by the Department of Public Health and social Services.

c) In the event the bidder is below "C" rating certification the bidder shall correct all noted deficiencies within ten (10) days from issuance and shall request for a re-inspection within that timeframe.

d) In the event the bidder has received three (3) "C" ratings or one (1) "D" rating during the duration of this bid award, it is automatic grounds for termination, regardless if the bidder corrects the deficiencies.

12. The Bidder shall comply with all applicable Federal and Guam laws related to food preparation and sanitation and all rules and regulations promulgated there under.

13. The Bidder shall be responsible for housekeeping and sanitation in areas used for food preparation and serving, storage and common areas within DOC Food Service Facilities. These areas shall remain clean and sanitized at all times.

14. The bidder shall be responsible for the cleaning and sanitizing of all cooking and prepping utensils, i.e. dishes, pots, pans, cooking utensils, equipment and other such items utilized for DOC Food Service operations.

15. Bidder is responsible for cleaning, sanitation, maintenance, service and repair of DOC's Food Service Facilities and all equipment. This includes but not limited to:

- a) Mechanical, electrical, plumbing and carpentry upgrades, restrooms and wash-rooms, fixtures, exhaust fans, partitions, windows, louvers and all doors. Bidder must coordinate with Corrections Facility Superintendent or its designee for clearance and approval.

- b) *Interior and Exterior Fixtures*
 - (a) Bidder is responsible for all lighting in the areas covered under this bid.
- c) *Exhaust hoods*
 - (a) Bidder is responsible for the cleaning, repairs, maintenance and/or replacement, if required. Records should be readily available for review by Department of Corrections or other regulatory agencies.
- d) *Range Fire Suppressant Systems*
 - (a) Bidder is responsible for the maintenance, certification, re-certification and inspections of Range Fire Suppressant Systems in accordance with National Fire Prevention Act (NFPA) and other such regulations based on local and federal fire codes and regulation from all governmental regulatory agencies.
- e) *Grease Traps*
 - (a) Bidder shall be responsible for the maintenance and upkeep of the grease traps.
 - (b) Bidder shall be responsible for jetting of the entire piping system at least twice per year.
- f) *Floors*
 - (a) Bidder shall be responsible for the cleaning and sanitation of all floors within DOC Food Service Facility.
- g) *Restrooms and Washrooms*
 - (a) Bidder shall be responsible for the maintenance, cleaning and sanitation of all restrooms and washrooms within the DOC Food Service Facility.
- h) *Air Curtains*
 - (a) Bidder shall be responsible for the installation, preventative maintenance, repairs and/or replacement of air curtains. Preventative Maintenance shall be conducted on a quarterly basis and performed by a licensed technician/contractor.

16. Transportation Vehicle, Supplies and Equipment for the transportation of meals for distribution, food, beverages, etc.

- a) The bidder shall be responsible to provide transportation vehicles. The transportation of food shall comply with the requirements of Department of Public Health and Social Services.
- b) The bidder shall be responsible for the Maintenance, Preventive Maintenance, fuel, insurance and all associated cost for such transportation vehicle, supplies and equipment.

17. Utilities, Liquid Gas, Refuse, Garbage and Used Cooking Oil and Disposal Service

a) Utilities:

(a) Water and Power

(i) Water and Power Utilities shall be provided to the Bidder at no cost to the bidder by the Department of Corrections

(ii) DOC will conduct random inspections of the DOC Food Services premises and surrounding areas to ensure prudent usage of utilities.

(b) Telephones

(i) The bidder shall be responsible for telephone lines, monthly service fees and related equipment. The Bidder must obtain prior written consent from the Director, Department of Corrections for approval for the installation of any telephone line(s).

b) Liquid Gas

(a) The bidder shall be responsible for the purchase, maintenance and re-filling of liquid gas. The Bidder shall be responsible for compliance of all safety regulations and must obtain and maintain any and all permits and certifications as required.

c) Refuse, Garbage and Used Cooking Oil Containers and Disposal Services

(a) The bidder shall be responsible for the removal and disposal of refuse waste, Garbage and Used Cooking Oil. The bidder shall be responsible for the maintenance, any and all service fees and rentals.

(b) The bidder shall be responsible for the maintenance and sanitation of Refuse, Garbage, Used Cooking Oil containers, the holding places and the surrounding area.

U. Management and Personnel

1. Bidder is required to provide sufficient and qualified management and professional staff to manage DOC's Food Service operations and supervise all employed therein.
2. Bidder is required to provide sufficient and qualified personnel for the operation of DOC's Food Services.
3. All Bidder's personnel, affiliates, etc. are subject to a background check to be conducted by DOC's personnel.
4. All Bidder's personnel are required to wear at all times they are on DOC's Facilities, an identification card issued by the Director, Department of Corrections.
5. DOC will require that all bidder personnel utilize a set uniform, which indicate on the uniform the name and/or logo of the awarded bidder. Uniforms are the sole responsibility of the Bidder.

6. All Bidder's personnel are required to attend orientation facilitated by DOC related to DOC's Standard Operating Procedures, General Orders, Special Orders, Policy and Procedures and other such trainings pertinent to the safety and security of the Bidders Personnel.
7. All Bidder's personnel, to include managers and affiliates, shall not fraternize in any manner with prisoners.
8. Security Searches are required for anyone entering DOC Facilities, these include but are not limited to the following:
 - a) *Personal Searches*
 - b) *Physical Search of property, to include but not limited to:*
 - (a) Vehicles
 - (b) Equipment
 - (c) Supplies
 - (d) Electronic Devices
9. DOC enforces a strict dress code. All individuals entering DOC Facilities must adhere to DOC General Orders 96-001 and 07-003.
- V. DOC is an Alcohol, Tobacco and Drug Free Workplace and Facility.
- W. Mandatory Pre-Bid Conference and Site Visit
- X. Department of Corrections will not be responsible for loss or damage to any equipment, vehicles, supplies, personal property, owned by the Bidder or Bidder's personnel located on DOC Food Service Facilities or on any of DOC's facilities, to include, parking lots, common areas, etc., other than those covered by torts or claims covered by the Government Claims Act.
- Y. Submission of a bid indicates acceptance of all terms and conditions by the bidder. Bid will be awarded as an "ALL OR NONE" award.

These specifications were developed by the following Department of Corrections Personnel and approved by the Director, Department of Corrections.

Prepared By:
Jayna T. Borja, WPS/II
Ovita Nauta, ASO

Approved By:
Samantha J. Brennan, Director, Dept. of Corrections

SH Enterprises, Inc.

Mailing Address : P.O.Box 9730 Tamuning, Guam 96931
Phone: 671-649-0521 Fax: 671-649-0523

IFB : GSA-001-20

**FOOD SERVICE FOR DEPT. OF CORRECTIONS
INMATES AND DETAINEES**

STATEMENT OF QUALIFICATIONS:

For the past many years, SH Enterprises, Inc. has been providing the food catering Services and retail services to the local and tourists, and Government of Guam since open the business in 1995. The company had been provided food catering services to Department of Corrections, Division of Senior Citizens, PDHSS for years as well.

Also SH Enterprises, Inc. has been provided Emergency Food Catering Services to Homeland Security, Guam National Guard work forces and Asutumbo Shelter in Dededo during September 2018 after the Typhoon Mangkut as well.


And SH Enterprises, Inc. provided Emergency Food Services for DOC Inmates & Detainees last July 1st, 2018, up to September, 2019, and also starting December 1, 2019, providing lunch meals to DSC-Congregate and Home-delivered to the present.

As we have been involved and practiced food catering services to the Government, we will continue to provide the best service, best food quality to the inmates and detainees for the Mangilao main facility and Hagatna facility. We are ready to provide the department our service by providing meals three times a day, seven days a week, covering breakfast, lunch and dinner. In achieving this high task and responsibility, we have implemented the following guidelines to help us provide the department the best "catering service":

1. Maintained enough inventory for adequate food supply, ready from any unexpected mother nature disaster such as typhoon, earthquake, or short supply due to delay of shipments from the U.S. suppliers and sudden increase of inmates/detainees.
2. Maintained a professional dietician to certify monthly cycle menus to meet the nutritional needs of the prison population.
3. Maintained accuracy and adequacy of all menus.
4. Maintained responsible employees with current police clearance and health certificates.
5. Maintained all food catering service employees followed by the DOC house rules and regulations, guidelines for safety purposes.

6. Maintained Alternate Food preparation and dispatching site at Hakubotan building which has main kitchen for Senior Citizens Food Service and California Mart facility with currently passed inspection report and issued proper certificates from Department of Public Health and Social Services of the Government of Guam. Alternate site also has back up generators for the operation of Food Services.
7. Maintained Central Office at California Mart in Tamuning is centrally located and can be reached to main facility in Mangilao and Hagatna facility within less than 20 minutes. Good for emergency food delivery and merchandise supplying.

In addition to the above, we will provide proper maintenance and repairs which have been installed and furnished by the company to the facilities for the better service.



Tae Hong Min
President/ Program Manger

SH Enterprises, Inc.

Mailing Address : P.O.Box 9730 Tamuning, Guam 96931

Phone: 671-649-0521 Fax: 671-649-0523

RESUME

Name : Tae Hong Min
Date of Birth : September 3, 1958 (Born in Seoul, Korea)
Immigrated to Guam : June 1, 1988
Social Security No. : 586-86-6200
Citizenship : U.S. Citizen
Current Job Position : President of SH Enterprises, Inc.
(Food Service Manager of Food Catering Service Division)

EUCATION :

- 02/25/1985 : Graduated from Dong-guk University in Seoul, Korea with a Bachelors Degree of Public Administration.

WORK EXPERIENCE:

- 03/1985-02/1986 : Worked for Heung-guk Life Insurance Co. in Seoul, Korea.
- 02/1986-05/1988 : Worked for Central Daily News in Seoul, Korea.
- 02/1990-04/1991 : Operated Pacific Island Service as a self-employed ship chandler for Korean Fishing Boats and Agencies.
- 03/1992-05/2003 : Operated Oka Market as a grocery store in Tamuning, Guam.
- 06/1992-09/0997 : Operated Hollywood Gift Shop in Tamuning, Guam.
- 04/1995-04/2000 : Operated California Supermarket in Tunmon, Guam.
- 10/1995-Present : Operating California Mart in Tamuning, Guam as a President.
- 03/2004-02/2012 : Provided Food Catering Services to Department of Corrections of Guam.
- 06/2010-05/2014 : Provided Food Catering Services to Division of Senior Citizens, Department of Public Health and Social Services of Guam.
- 02/2011-08/2014 : Operated Avenue Steak House at the Plaza in Tunon, Guam.
- 03/2010-07/25/2018 : Operated Bubba's Grill restaurant, formerly known as Seafood Chef restaurant, in Tamuning, Guam as a General Manager and Food Service Manager.
- 06/2017-07/2017 : Provided Emergency Food Catering Services to Division of Senior Citizens of DPHSS of Guam as a Program Director of operation of Food service.

- 07/01/2018-08/31/2019 : provided Emergency Food Services to DOC Main facility in Mangilao and Hagatna Facility.
- 09/13/2018-09/27/2018 : provided Emergency Food Catering Services to Homeland Security, Guam National Guard work forces and Asutumbo Shelter after the typhoon Mungkhut.
- 12/01/2019 to the present : providing Food Catering Services to DSC, DPHSS of Guam.

EXTRA CURRICULAR ACTIVITIES:

- 06/2002-05/2004 : Served as a Director of Public Relations for Korean Association of Guam.
- 06/2003-05/2007 : Served as a District Chairman of Guam and CNMI Area of The National Unification Advisory Council (NUAC) of Korean Government.
- 10/2006-09/2008 : Served as a Vice-President for Korean Chamber of Commerce of Guam.
- 05/2008-04/2010 : Served as a Chairman of the Board of Korean School of Guam.

CERTIFICATES :

- ServSafe Certification (Certificate No. 17441108) – Food Protection Manager Certification which is accredited by the American National Standards Institute (ANSI)-Conference for Food Protection (CFP) : Date of Expiration – 2/6/2024.
- Completed Food Service Manager's Certification Workshop at Guam Community College in 2019.

SH Enterprises, Inc.

Mailing Address : P.O.Box 9730 Tamuning, Guam 96931

Phone: 671-649-0521 Fax: 671-649-0523

RESUME

Name : Hui Sook Min
Date of Birth : February 12, 1960 (Born in Seoul, Korea)
Immigrated to Guam : May 29, 1986
Social Security No. : 586-80-6581
Citizenship : U.S. Citizen
Current Job Position : Vice-President of SH Enterprises, Inc.
(Food Service Supervisor of Food Catering Service Division)

WORK EXPERIENCE:

- 06/1986-06/1989 : Worked as an Insurance Clerk at Young's Insurance Agency.
- 07/1989-09/1992 : Worked as an Insurance Underwriter & Agent at Universe Insurance Underwriters, General Agent of John Hancock Life Insurance Co.
- 06/1992-09/1997 : Worked as Vice-President at Hollywood Gift Shop.
- 04/1995-04/2000: Worked as Vice-President at California Supermarket in Tumon, Guam.
- 10/1998 to the present : Working as Vice-President at California Mart in Tamuning, Guam
- 10/1998-09/2001 : Operated Coco's Restaurant in Tamuning, Guam.
- 04/1999-02/2001 : Operated Mao Mao Chinese Fast Food at the Plaza in Tumon, Guam.
- 04/1999-03/2000 : Operated Mr.Pizza Fast Food at the Plaza in Tumon, Guam.
- 03/2004-02/2012 : Provided Food Catering Services to the Department of Corrections of Guam.
- 06/2010-05/2014 : Provided Food Catering Services to the DSC, DPHSS of Guam.
- 02/2011-08/2014 : Operated Avenue Steak House at the Plaza in Tumon, Guam.
- 03/2010 -07/25/2018 : Operated Bubba's Grill (former Seafood Chef Restaurant) in Tamuning, Guam.
- 06/2017-07/2017 : Provided Emergency Food Catering Services to the DSC, DPHSS of Guam.

- 07/01/2018 -08/31/19 : provided Emergency Food Services to DOC Main facility in Mangilao and Hagatna Facility.
- 09/13/2018-09/27/2018 : provided Emergency Food Catering Services to Homeland Security, Guam National Guard Work Forces and Asutumbo Shelter right after the Typhoon Mangkhut.
- 12/01/2019 to the present : providing Food Catering Services to DSC, DPHSS of Guam.

EXTRA CURRICULAR ACTIVITIES :

- 06/1993-05/1995 : Served as a Director of Public Relations for the Korean Women's Association of Guam.
- 06/1995-05/1997 : Served as a Director of Public Relations for the Korean Women's Association of Guam.
- 06/2009-05/2011 : Served as a Director of Public Relations for the Korean Women's Association of Guam.

EDUCATIONS

- 01/06/1978 : Graduated Kyungbuk Girls Commercial High School in Korea.

SH Enterprises, Inc.

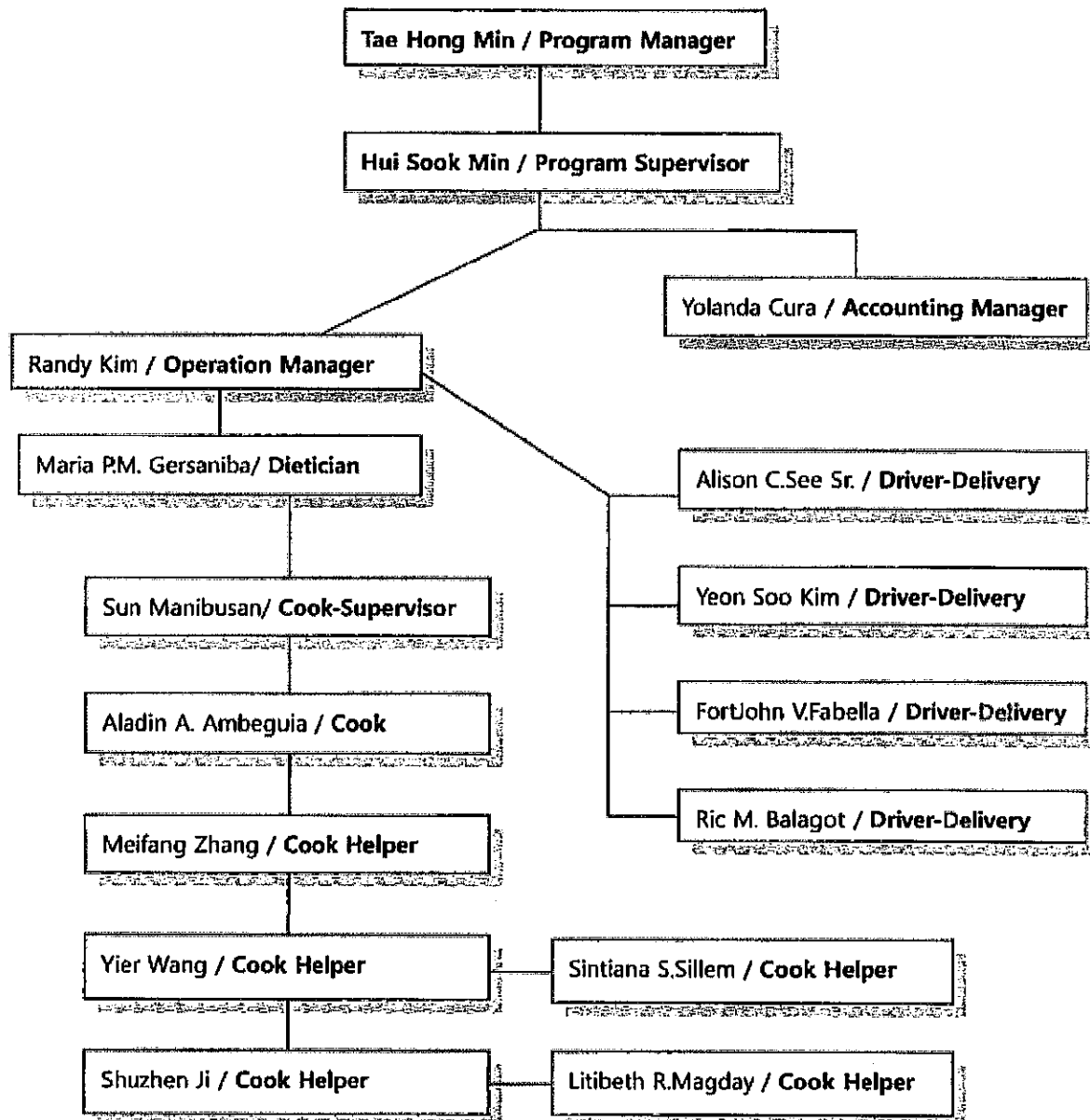
Mailing Address : P.O.Box 9730 Tamuning, Guam 96931

Tel: 671-649-0521 Fax: 671-649-0523

IFB : GSA-001-20

Food Services for DOC Inmates & Detainees

ORGANIZATION CHART OF FOOD SERVICE DIVISION



SH Enterprises, Inc.

P.O.Box 9730 Tamuning, Guam 96931

Phone: 649-0521 Fax649-0523

IFB No. : GSA-001-20

Food Services for the Department of Corrections Inmates and Detainees.

Bidder's Background Information & History

SH Enterprises has been doing business of Grocery retail store and wholesale, distribution, restaurant and food catering service to the Government side over decades.

Since 1995, SH Enterprises, Inc. had been running California Mart and also have been managed and operated Grand Pacific Wholesale, Seafood Chef Restaurant and Avenue Steak House to diversify different businesses and accumulated experiences of all successfully.

From 2003 to 2012, SH Enterprises, Inc. was the contractor for the Department of Correction providing meals three times a day / seven days a week for approximately 550-600 inmates and detainees.

And also from 2010 to January 2013, SH Enterprises, Inc. had been practiced and was contractor for the Elderly Nutrition Program, Division of Senior Citizens providing meals to approximately 2,000 to seniors.

Also SH Ent., Inc. had been provided Emergency Food Catering Services to Homeland Security, Guam National Guard Work Forces and Astumbo Shelter in Dededo during September last year after the Typhoon Mangkut as well.

And now SH ent., Inc. is providing Food Service to DSC for Senior Citizens since Dec.1, 2019 to the present.

At any time, SH Ent., Inc. is ready and capable of providing immediate service to the needs of DOC program due to Bidder carries enough inventory of frozen foods such meats, poultry, pork, seafoods, vegetables, dry food items, canned foods, rice, sauces.

With our dedicated, hard working, responsible and knowledgeable employees, Bidder, Hui Sook Min, is ready to provide the service it needs for Department of Corrections's Food Service Program.

Sincerely Yours,

Hui Sook Min/ Vice-President
SH Enterprises, Inc.

Department of Corrections Food Services

A Introduction

The Department of Corrections is soliciting bids from qualified bidders to provide and operate within Dept of Correction Galley the food services for prisoners in the custody of Department of Corrections, herein after referred to as, DOC. DOC's current average population is 650+/- daily. Approximate population in DOC's Hagatna Detention Facility (Federal Detention Facility and Guam Detention Facility) in Hagatna is 150+/- and Adult Correctional Facility in Mangilao is 500+/-.

DOC intends to award a single Food Service Company herein after referred to as the Bidder to operate and provide these food services within DOC Galley. DOC requires the Bidder to develop and implement a food services operation that will meet the immediate and future needs of DOC and its prisoners. The primary requirements of this bid are to manage the department's food services within DOC's Galley in a manner meeting the nutritional needs of the prisoners with palatable and reasonably attractive meals and snacks, while ensuring all applicable licensing and/or permits as required by local and federal laws are maintained for food preparation and service.

Through DOC Food Services, the Bidder will be required to provide three meals per day which may be a Dietary meal (as medically prescribed by DOC's Medical Physician and approved by the Registered Dietician), Religious meal (approved by DOC's approving authority) and Dietary Snacks meal (as medically prescribed by DOC's Medical Physician and approved by the Registered Dietician). Each meal and snack must meet the Nutritional Values as established by the prescribed federal guidelines for nutrition. Nutritional information will be made available to the prisoners to enable them to practice healthy eating habits to promote their quality of life.

B Objective for Invitation for Bid

- 1 To deliver palatable quality food to prisoner confined to the Department of Corrections. Food services must meet all applicable federal and Local guidelines, laws and regulations and meet the guidelines as prescribed herein.
- 2 Provide an efficient system whereby prisoners receive meals that provide proper nutrition and meet specific dietary requirements of individual medical conditions, religious requirements or management plans while confined in the Department of Corrections.
- 3 To ensure that security measures are viewed as the top priority from all involved in the provision of food services.
- 4 To operate the Food Service Program located at Mangilao DOC Galley using professionally trained personnel experienced in providing food service for corrections facilities.
- 5 To implement a written food service plan with clear objectives, policies, procedures and a plan of evaluation for compliance.
- 6 To provide nutritious meals to prisoners three times a day, seven days a week.
- 7 To enter into a three (3) year contract with the option to extend for an additional two (2) years on a year-to-year basis, subject to the availability of funds. The Government of Guam shall have the sole authority to extend the contract for the additional two (2) year term on a year to year basis by providing notice to Bidder of DOC's intent at least thirty (30) days in advance at the end of the three (3) year term and annually thereafter. Bidder shall not have the option to refuse DOC's right to exercise the extension which is at DOC's discretion.

DOC reserves the right to cancel the contract if funds are not appropriated. DOC may exercise this right by providing the Bidder sixty (60) days advance written notice of its intent to cancel the contract.

(a) In the event funds are not appropriated or otherwise not made available to support the continuation of performance in the subsequent fiscal period, the contract shall be cancelled and the Bidder shall be reimbursed or given the reasonable value of any non-recurring costs incurred but not amortized in price of supplies or services delivered under the contract. The cost of cancellation may be paid from any appropriations available for such purposes. The government of Guam shall notify Bidder on a timely basis in writing that the funds are, or are not, available for the continuation of the Bidder for each succeeding fiscal period. The multi-term period as set forth in this clause does not affect either the government of Guam's rights or the Bidder's rights under any termination clause of this contract.

b) The bid price offered by the Bidder and accepted by Government of Guam shall remain fixed and irrevocable for the duration of the bid award and will remain fixed and irrevocable should the option for extension be exercised for the additional two (2) years on a year to year basis.

8. To award the bid to the lowest responsible and responsive bidder whose bid is determined to be the most advantageous to the government of Guam, taking into consideration the evaluation factors set forth in this solicitation. Bid shall include all fees, costs, maintenance expenses and other requirements specified in the bid.



EDWARD M. BIRN
Director (Direktor)

EDITH E. PANGELINAN
Deputy Director (Sigunang Direktor)

**DEPARTMENT OF
ADMINISTRATION**
DIPATTAMENTON ATMENESTRASION
GENERAL SERVICES AGENCY

(Ahensian Setbisian Hinirat)

Telephone (Telipon): (671) 475-1707/1729 • Fax (Faks): (671) 472-4217/1727
Email: gsaprocurement@gsadga.guam.gov Website: gsa.dga.guam.gov



LOURDES A. LEÓN GUERRERO
Governor (Maga'ähga)

JOSHUA F. TENORIO
U. Governor (Sigunang Maga'ähga)

January 17, 2020

E-MAILED
1/18/20, 3:14pm

**INVITATION FOR BID
GSA-001-20
FOOD SERVICES FOR D.O.C
INMATES & DETAINEES**

NOTICE TO ALL PROSPECTIVE BIDDERS

A Pre-Bid Conference is schedule for Wednesday, January 22, 2020 at 10:00 am to be held at GSA ITC bldg. Ste. 219 Tamuning, Guam thereafter, a site visit will follow through at the Department of Corrections Facility located at #1 Mashburn Lane Dairy Rd, Mangilao, Guam. For all those who are interested in the Site Visit please see attach document with the necessary requirements to be submitted to GSA No Later than Tuesday, January 21, 2020 12:00 noon.

**All Others Remain Unchanged*

Claudia S. Acfalle
Claudia S. Acfalle
Chief Procurement Officer

Please Print
Acknowledgement Copy (Re-Fax to GSA)

Received by: Tae Hong Min

Date: 1-17-2020

Company Name: SH Enterprises, Inc.

Fax To: 475-1727 or 472-4217
Email To: gsaprocurement@gsadga.guam.gov