



Jerrick Hernandez <jhernandez@guamopa.com>

Appeal of Basil Food Industrial Services Corporation OPA-PA-20-003 re Hearing Materials

Alice B. Mendoza <amendoza@icclawgroup.com>

Wed, Jan 27, 2021 at 4:09 PM

To: Jerrick Hernandez <jhernandez@guamopa.com>, Office of Public Accountability <admin@guamopa.com>

Cc: "vlw@vlwilliamslaw.com" <vlw@vlwilliamslaw.com>, Robert Kono <robert.kono@gsa.guam.gov>, "smiller@oagguam.org" <smiller@oagguam.org>, "Geri E. Diaz" <gdiaz@icclawgroup.com>

Hafa Adai,

Attached for filing, please find Appellant Basil Food Industrial Services Corporation's witness list, exhibits and list of issues.

We will hand deliver copies tomorrow, January 28, 2021. (Jerrick, please let me know how many copies are needed for the OPA).

Kindly confirm receipt of the attached. Should you have any questions, please do not hesitate to give us a call. Thank you.

ALICE B. MENDOZA

Legal Secretary | CC Law Group LLC



356 E. Marine Corps Drive, Suite 201

Hagatna, GU 96910

Tel: 671.472.6813 Fax: 671.477.4375

amendoza@camachocalvo.law

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3 attachments

 **Appellant's Witness List.pdf**
27K

 **Appellant's Exhibits.pdf**
15985K

 **Appellant's List of Issues.pdf**
32K

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

BEFORE THE OFFICE OF PUBLIC ACCOUNTABILITY

In the Appeal of

BASIL FOOD INDUSTRIAL SERVICES
CORPORATION,

Appellant.

Docket No. OPA-PA-20-003

**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 February 8, 2021 Hearing:

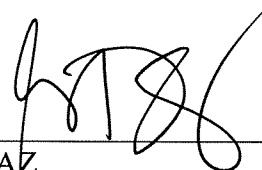
NO.	DATE	DESCRIPTION	BATES NO.	ADMITTED
1.	10/8/2019	Excerpts of SH Enterprises, Inc.'s Bid Packet for IFB GSA-056-19	0002-0040	
2.	11/8/2019	Bid Status for IFB GSA-056-19	0042	
3.	11/8/2019	Notice of Intent of Possible Award of GSA-056-19 to SH Enterprises, Inc.	0044	
4.	1/22/2020	SH Enterprises, Inc.'s letter to Governor Leon Guerrero	0046	
5.	1/24/2020	Pacific Daily News article regarding the War Claims Office	0048-0049	
6.		Excerpts of SH Enterprises, Inc.'s Bid Packet for IFB GSA-001-20	0051-0075	

NO.	DATE	DESCRIPTION	BATES NO.	ADMITTED
7.	2/17/2020	Bid Status for IFB GSA-001-20	0077	
8.	2/25/2020	Correspondence from Christine Tedtaotao of GSA to Michael Zhou of Basil regarding IFB GSA-001-20	0079-0080	
9.	5/19/2020	Agency Report for OPA-PA-20-003 Consolidated into OPA-19-011	0082-0083	
10.	2/7/2014	Excerpts of SH Enterprises, Inc.'s Bid Packet for IFB GSA-010-14	0085-0123	
11.	2/7/2014	Excerpts of SH Enterprises, Inc.'s Bid Packet for IFB GSA-011-14	0125-0150	
12.	10/05/2020 01:55 to 02:47 & 10/06/2020 (Part A) 00:01 to 01:00	Audio recording of Hui Sook Min's testimony before the Public Auditor in Consolidated Appeals OPA-PA-19-011 and 20-003 https://www.opaguam.org/procurement-appeals/basil-food-industrial-services-corporation-vs-general-services-agency-2		
13.	10/06/2020 01:05 to 01:38	Audio recording of Tae Hook Min's testimony before the Public Auditor in Consolidated Appeals OPA-PA-19-011 and 20-003		
14.		Any and all exhibits 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, January 27, 2021.

CAMACHO CALVO LAW GROUP LLC



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

EXHIBIT 1



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

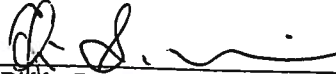
Bidders are reminded to read the Sealed Bid Solicitation and Instructions, and General Terms and Conditions attached to the IFB to ascertain that all of the following requirements checked below are submitted in the bid envelope, in duplicate, at the date and time for bid opening.

- (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

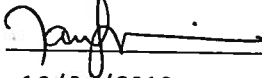
Invitation for Bid: GSA-056-19

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

ACKNOWLEDGEMENT RECEIPT FORM

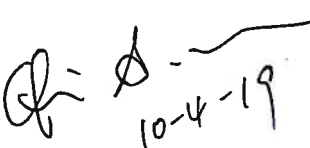
Please be advised that to be considered a prospective bidder you must fill out this Acknowledgement receipt form. Please submit by fax form to **475-1727** and email to **gsaprocurement@gsadoa.guam.gov**

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, 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 **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 HELATH & 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

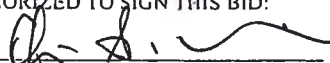
This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) 10:00 AM, Date: 10/10/2019, and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation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

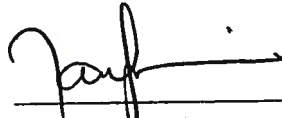
As we have been involved and practiced food catering services to the Government, we will continue to provide the best service, best food quality to the elderly nutrition program for congregate meals and home delivered meals.

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.

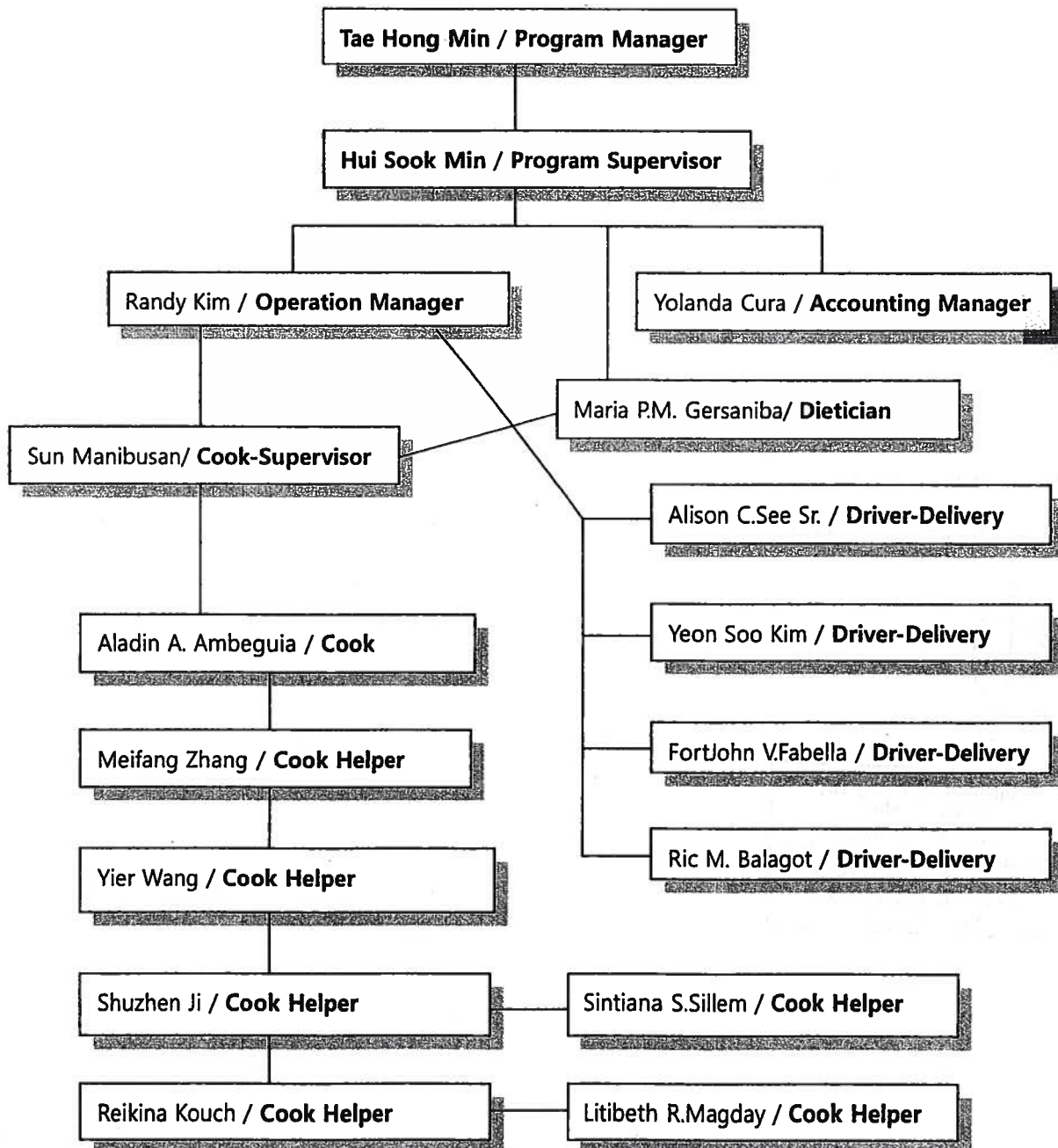
SH Enterprises, Inc.

Mailing Address : P.O.Box 9730 Tamuning, Guam 96931
Tel: 671-649-0521 Fax: 671-649-0523

IFB : GSA-056-19

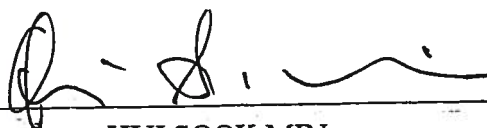
**Nutrition Services for the Comprehensive Management,
Operations, and Maintenance of the Elderly Nutrition Program,
Congregate Meals and Home-Delivered Meals Components.**

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. 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

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.

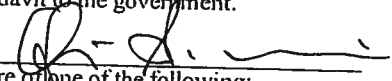
[X] The offeror is a corporation, partnership, joint venture, or association known as SH Enterprises, Inc. [please state name of offeror company], and the persons, companies, partners, or joint venturers who have held more than 10% of the shares or interest in the offering business during the 365 days 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>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]:

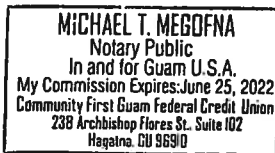
<u>Name</u>	<u>Address</u>	<u>Compensation</u>
<u>N/A</u>		

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:

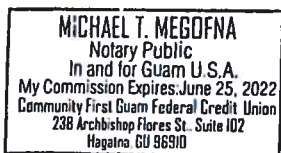
Offeror, if the offeror is an individual; Partner, if the offeror is a partnership; Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this 7th day of October, 2019.



NOTARY PUBLIC
My commission expires _____.



AFFIDAVIT RE NO GRATUITIES or KICKBACKS

CITY OF Tamuning)
ISLAND OF GUAM) ss.
)

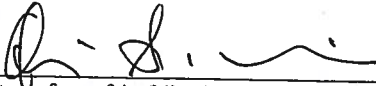
Hui Sook Min [state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the offering firm or individual is [state name of Offeror Company] **SH Enterprises, Inc.** 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.

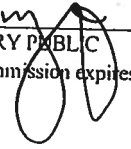
2. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have violated, are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107(e). Further, affiant promises, on behalf of offeror, not to violate the prohibition against gratuities and kickbacks as set forth in 2 GAR Division 4 § 11107(e).

3. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback, gratuity or offer of employment in connection with the offeror's proposal.

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.


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 _____.

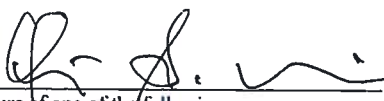
MICHAEL T. MEGOFNA
Notary Public
In and for Guam U.S.A.
My Commission Expires: June 25, 2022
Community First Guam Federal Credit Union
238 Archbishop Flores St., Suite 102
Hagatna, GU 96910

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. 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

AFFIDAVIT RE CONTINGENT FEES

CITY OF Tamuning)
) ss.
ISLAND OF GUAM)

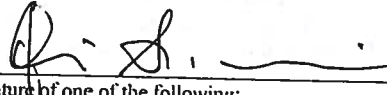
Hui Sook Min [state name of affiant signing below], being first duly sworn, deposes and says that:

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(D).

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.

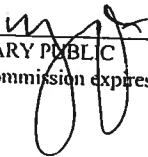


Signature of one of the following:

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. 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 (5GCA, 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.
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 (5GCA, 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 specification, 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(o) (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 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 indication 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

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

Title: Vice-President /
Program Supervisor

Telephone: 777-2805 / 649-0521

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 with 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>	
<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	
Contractor-	
(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>
<small>Signature/Authorized Certifying Official</small>	<small>Typed Name and Title</small>
<u>SH Enterprises, Inc.</u>	<u>10-9-19</u>
<small>Prospective Contractor/Organization</small>	<small>Date Signed</small>
_____ <small>Contractor License No. (if any)</small>	

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

**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.

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 xxxxxxxxxxxxxxxxxxxx, and SH Enterprises, Inc. ("Bidder"), whose mailing address is P.O.Box9730 Tam.Guam96931 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 2

GENERAL SERVICE AGENCY
(Ahensian Setbision 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:

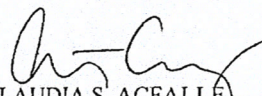
- Late submission of bid;
- No bid security or insufficient bid security;
- Not meeting the delivery requirement as stated in the IFB;
- Non-conformance with requirement of IFB; (See Remarks)
- High price**
- Others

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.

 11-8-19
CLAUDIA S. ACFALLE
for Chief Procurement Officer

Please Print
ACKNOWLEDGEMENT COPY (Re-fax to GSA)
Received By: <u>Lee 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 3



EDWARD M. BIRN
Director (Direktot)
EDITH C. PANGELINAN
Deputy Director (Sigundo Direktot)

**DEPARTMENT OF
ADMINISTRATION**
DIPATTAMENTON ATMENESTRASION

GENERAL SERVICES AGENCY
(Ahensian Setbision Hinirat)
Telephone (Telifon): (671) 475-1707/1729 • Fax (Faks): (671) 472-4217/1727



LOURDES A. LEON GUERRERO
Governor (Maga'håga)
JOSHUA F. TENORIO
Lt. Governor (Sigundo Maga'låhi)

November 08, 2019

SH ENTERPRISE, INC.
Attn: **Tae Hong Min, President**
P.O. Box 9730.
Tamuning, Guam 96931
Tel: (671) 649-0521 or 777-2805 / Fax: (671) 649-0523
Email: Californiamart@yahoo.com

RE: Notice of Intent of Possible Award GSA-056-19 Nutrition Services for the Comprehensive Management, Operations and Maintenance of the Elderly Nutrition Program, Congregate Meals and Home-Delivered Components.

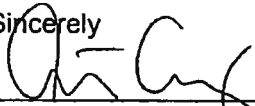
Dear Mr. Min,

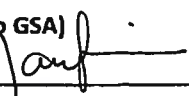
Buenas! and Hafa Adai. As a result of our analysis on the above reference Invitation for Bid, your offer in the total amount of **\$3,789, 211.00** is being considered for award.

Barring any formal protest lodged, a purchase order will be issued **14 days from the date of this notice**. Should there be any formal protest received, General Services Agency will accompany with the Stay of Procurement and there will be no further action until the protest is resolved.

Thank you for participating with the Government of Guam procurement. If you have any questions regarding this matter, please contact me at 475-1713 or fax to 475-1727.

Sincerely


11-08-19
CLAUDIA S. ACFALLE
Chief Procurement Officer

Please Print	
ACKNOWLEDGEMENT COPY (Re-fax to GSA)	
Received By:	Tae Hong Min 
Date:	11-8-2019
Company Name:	SH Ent., Inc.
Fax to: 475-1727 or 472-4217	
E-mail to: gsaprocurement@gsadoa.guam.gov	

590 South Marine Corps Drive, ITC Building, Suite 219, Tamuning, Guam • P. O. Box 884, Hagåtña, Guam 96932

EXHIBIT 4

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

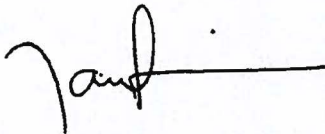
Dear Honorable Governor,

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. Minna
1/22/2020

EXHIBIT 5

HAPA ABAI
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 II survivors with adjudicated claims can present their documents to officials at the former Hnubotan 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 Muña 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 RICK CRUZ/PHOTO

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** SO DOWN • NO PAYMENT FOR 90 DAYS
triploguam.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. HAIDEZ EUGENIO GILBERT/POI

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 Treas-

ury 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 \$20 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.

Alelep 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

teewood 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 benefits 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-Gatewood said she would take the matter under advisement and issue a decision later.

EXHIBIT 6

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 Tumon, 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.

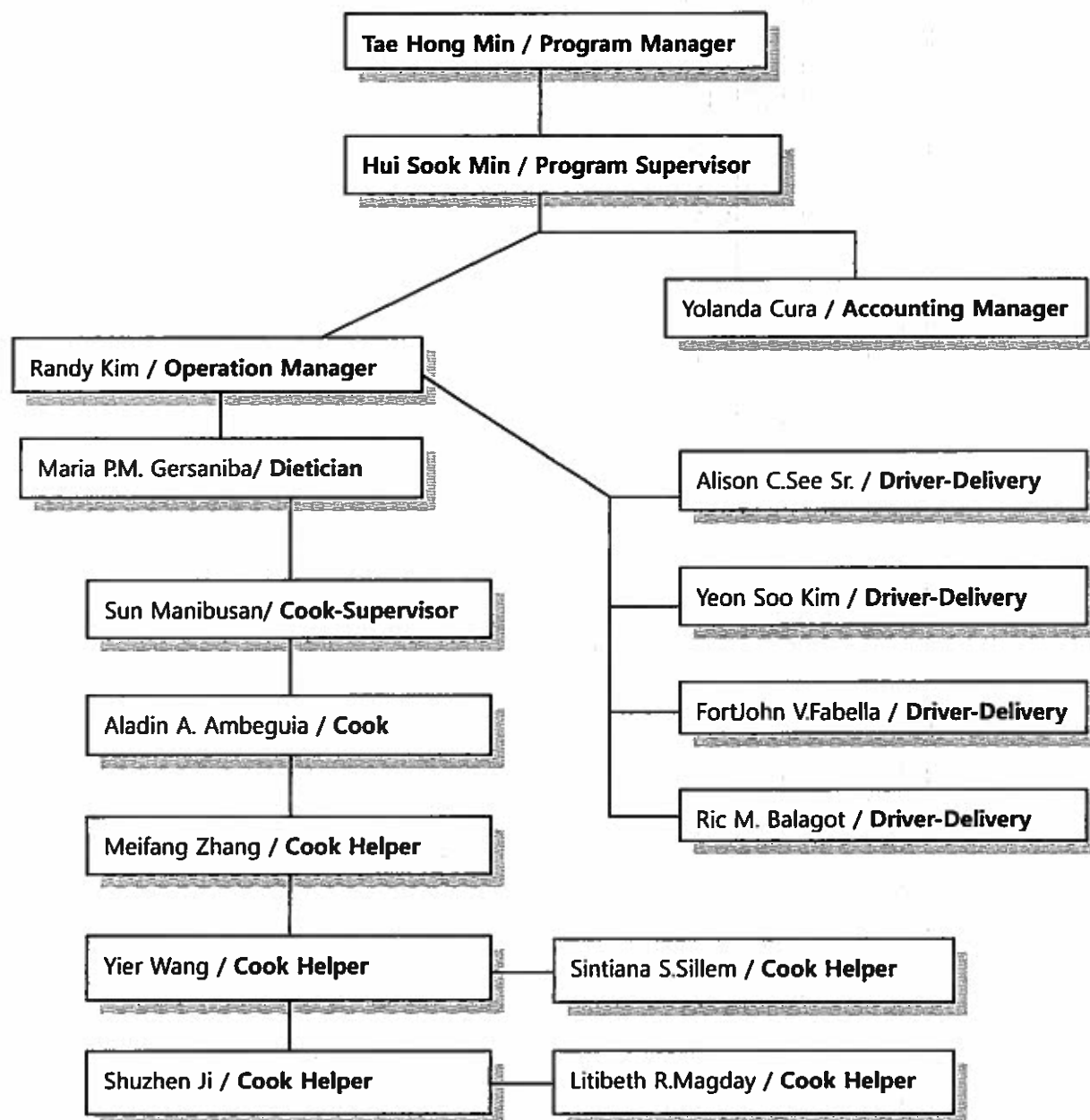
Mailing Address : P.O.Box 9730 Tamuning, Guam 96931

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 Septemver 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.

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 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, #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 Sook Mim
Signature [Signature]
Date 1-17-2020
Time _____
Contact Number 777-2426
Fax Number 649-0523
Contact Person regarding IFB Hui Sook Mim
Title Vice President
E-Mail Address californiamore@yahoo.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 Sook Mim (Print)</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

[Handwritten signature] 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:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS BID:

SH Enterprises, Inc.
P.O. Box 9730
Tamuning, Guam 96931

[Handwritten signature]
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:

AFFIDAVIT RE NON-COLLUSION

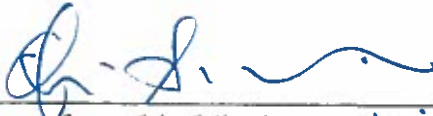
CITY OF Tamuning)
) ss.
ISLAND OF GUAM)

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: 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 HAGATNA, GU 96910

AFFIDAVIT RE NO GRATUITIES or KICKBACKS

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 firm or individual is [state name of Offeror Company] SH Enterprises, Inc.. 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.

2. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have violated, are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107(e). Further, affiant promises, on behalf of offeror, not to violate the prohibition against gratuities and kickbacks as set forth in 2 GAR Division 4 § 11107(e).

3. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback, gratuity or offer of employment in connection with the offeror's proposal.

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.


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 29th 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 HAGATNA, 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
this 29th 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 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.



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, 2010


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 HAGATNA, GU 96910

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION FOR GUAM

FOOD SERVICES FOR: DOC INMATES AND DETAINEES

Name of Offeror Company: SH Enterprises, Inc.

I, Hui Sook Min hereby certify under penalty of perjury:

(1) That I am vice-president [please select one: the offeror, a partner of the offeror, an officer of the offeror] making the bid or proposal in the foregoing identified procurement;

(2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which read:

§ 5801. Wage Determination Established.

In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ("contractor") for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam.

The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

§ 5802. Benefits.

In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

(3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;

(4) That I have attached the most recent Wage Determination applicable to Guam issued by the U.S. Department of Labor. (INSTRUCTIONS - The actual USDOL Wage Determination, No. 2015-5694, Revision No.: 8, Date of Revision: 12/26/2018 is an attachment to this form. The attached applicable USDOL Wage Determination consists of 10 pages and is available at U.S. Department of Labor URL website at www.wdol.gov.)


Signature

**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 (5GCA, 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 (5GCA, 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 bided 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 indication 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.**
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 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

Telephone: 649-0521 / 771-2806

Tamuning, Guam 96931

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(e)

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.

EXHIBIT 7

Accountability * Impartiality * Competence * Openness * Value

BID STATUS

BASIL FOOD INDUSTRIAL SERVICES

Attn: Michael Zhou, President
530 West O'Brien Drive
Hagatna, Guam 96932
Tel: (671) 475-8888 / Fax: (671) 475-0088
Email: erhongzhou@hotmail.com

BID INVITATION NO.: GSA-001-20

OPENING DATE: February 17, 2020

FOOD SERVICES FOR: DOC INMATES AND DETAINEES

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: Failed to submit resumes for Food Service Manager, Food Service Supervisor, and Registered Dietician. Failed to provide certified copy of a current financial report of the successful company for the last three (3) years.

Bid recommended for: **S.H. ENTERPRISE INC. IN THE TOTAL AMOUNT OF \$5,978,700.00**

For a contract term of three (3) years with an option to renew for two (2) additional years upon availability of funds.

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.


CLÁUDIA S. ACFALLE
Chief Procurement Officer

Please Print	
ACKNOWLEDGEMENT COPY (Re-fax to GSA)	
Received By:	_____
Date:	_____
Company Name:	_____
Fax to: 475-1727 or 472-4217	
E-mail to: gsaprocurement@gsadoa.guam.gov	

EXHIBIT 8

Alice B. Mendoza

From: Zhou Michael <erhongzhou@hotmail.com>
Sent: Tuesday, February 25, 2020 5:24 PM
To: Geri E. Diaz
Cc: Vince Camacho; Georgette Concepcion
Subject: Fwd: GSA-001-20 Bid Status
Attachments: image001.png; ATT00001.htm; GSA-001-20 Bid Status (2).pdf; ATT00002.htm

Follow Up Flag: Follow up
Flag Status: Flagged

发自我的iPhone

以下是转发的邮件：

发件人: Christine Tedtaotao <Christine.Tedtaotao@gsadoa.guam.gov>
日期: 2020年2月25日 GMT+10 下午5:17:01
收件人: Michael Zhao <erhongzhou@hotmail.com>, "jameszheng0724@gmail.com" <jameszheng0724@gmail.com>
抄送: gsaprocurment <gsaprocurment@gsadoa.guam.gov>
主题: GSA-001-20 Bid Status

Buenas yan Hafa Adai,

Please see attach document in reference to GSA-001-20 Bid Status
I kindly ask upon receiving this email and reviewing the attachment to please fill out "Acknowledgement Receipt" and you may forward back to GSA via email to gsaprocurment@gsadoa.guam.gov or fax to 475-1727.

Your Response to this matter is Urgent and Greatly Appreciated.

Thank you

Christine M. Tedtaotao
Buyer II
General Services Agency
Department of Administration
Phone No. 671-475-1705
Email: christine.tedtaotao@gsadoa.guam.gov
gsaprocurment@gsadoa.guam.gov
Web Site: www.gsa.doa.guam.gov

Accountability * Impartiality * Competence * Openness * Value

BID STATUS

BASIL FOOD INDUSTRIAL SERVICES

Attn: Michael Zhou, President
530 West O'Brien Drive
Hagatna, Guam 96932
Tel: (671) 475-8888 / Fax: (671) 475-0088
Email: erhongzhou@hotmail.com

BID INVITATION NO.: GSA-001-20

OPENING DATE: February 17, 2020

FOOD SERVICES FOR: DOC INMATES AND DETAINEES

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:
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- 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: Failed to submit resumes for Food Service Manager, Food Service Supervisor, and Registered Dietician. Failed to provide certified copy of a current financial report of the successful company for the last three (3) years.

Bid recommended for: **S.H. ENTERPRISE INC. IN THE TOTAL AMOUNT OF \$5,978,700.00**

For a contract term of three (3) years with an option to renew for two (2) additional years upon availability of funds.

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.


CLÁUDIA S. ACFALLE
Chief Procurement Officer

Please Print
ACKNOWLEDGEMENT COPY (Re-fax to GSA)
Received By: _____
Date: _____
Company Name: _____
Fax to: 475-1727 or 472-4217
E-mail to: gsaprocurement@gsadoa.guam.gov

EXHIBIT 9



EDWARD M. BIRN

Director (Direktot)

EDITH C. PANGELINAN

Deputy Director (Sigundo Direktot)

DEPARTMENT OF ADMINISTRATION

DIPATTAMENTON ATMENESTRASION

GENERAL SERVICES AGENCY

(Ahensian Setbision Hinirat)

Telephone (Telifon): (671) 475-1707/1729 • Fax (Faks): (671) 472-4217/1727



LOURDES A. LEON GUERRERO
Governor (Maga'håga)

JOSHUA F. TENORIO
Lt. Governor (Sigundo Maga'låhi)

AGENCY REPORT FOR OPA-PA-20-003 CONSOLIDATED INTO OPA-19-011

This Agency Report for OPA-PA-20-003 is submitted as outlined in 2 GAR Div.4, Section 12, Section 12012, and is the same as that of OPA-PA-19-011, and we refer to the Procurement Record in that filing.

A copy of the protest (Ref to Tab 2)

A copy of the bid or offer submitted by Appellant (Ref to Tab 4)

A copy of the Solicitation (Ref to Tab 6)

A copy of the Abstract (Ref to Tab 9)

A copy of any other document which are relevant:

GSA's response to protest:

As we stated in our response to the protest dated February 8, 2020:

5 GCA Section 5630(a)(b) defines what is a Gratuity and Kickback

(a)Gratuities. It shall be a breach of ethical standard for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity, or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or program standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement, or a contract or a subcontract; or to any solicitation or proposal thereof.

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

Clearly, the donation by SH Enterprises did not meet the definition of a gratuity or kickback. There was no decision or approval, disapproval recommendation, preparation of any part of the program requirement or a purchase request, influencing the content of this or any specification or program standard. Nor was there any advice, investigation, auditing or any other advisory capacity in this or any

Further in this case, the Governor, by separate statute, is authorized to accept donations.

5 GCA Section 22408, it states:

RECEIVED
CAMACHO CALVO LAW GROUP LLC

Date: 5/19/2020 Time: 1:35 pm

Hand Delivery

Mail

mpa

The Governor is authorized to accept monetary donations, from any individuals or organizations, which shall be deposited in a separate fund by the Treasurer of Guam. Such donations shall upon authorization of the Governor, be used and expended in accordance with the terms and conditions upon which they were made. Nothing herein shall be constructed to prevent the Governor on behalf of the government of Guam from accepting donations of property from any individual or organization.

This statute allows the Governor of Guam to accept donations, provided it complies with the terms and conditions of it. That is what happened here.

It should be noted that GSA did not procure the building for use by the Governor's War Claims Processing Center. **That action was undertaken by the Governor's office. GSA did not have any knowledge or undertake any activity to acquire the use of this building. As such, there was no gratuities or kickback made.**

Whether an award was made after receipt of the protest.: Yes.

A statement indicating whether the matter is the subject of a court proceeding. No


CLAUDIA S. ACFALLE

EXHIBIT 10

ORIGINAL

SUBMITTED BY:

SH ENTERPRISES, INC.
GPO / 199 Chalan San Antonio Road, Tamuning, Guam
P.O. Box 9730 Tamuning, Guam 96931
Phone: (671) 649-2956/0521 * Fax (671) 649-2957/0523

SUBMITTED TO:

Ms. Claudia S. Acfalle
Chief Procurement Officer
General Services Agency
Government of Guam
148 Route 1 Marine Drive
Piti, Guam 96915

GSA-010-14
(A)
2/14/14 8:54
2/14/14 9:10
Confidential

Invitation for Bid No: GSA-010-14

"Nutrition Services for the comprehensive Management,
Operations, & Maintenance of the Elderly Nutrition Program,
Congregate Meals component"

Bid Date: February 10, 2014 @ 9:00am

As per amendment #2 dated Feb. 07, 2014 – amend to extend bid date and time from 2/10/14 9:00am to now read: 2/12/14 9:00am
Amendment #4: amend bid date and time from 2/12/14 9:00am to now read: 2/14/14 9:00am - GSA CONFERENCE ROOM



GENERAL SERVICES AGENCY

(Ahensian Setbision Hinirat)

Government of Guam

148 Route 1 Marine Drive, Piti Guam 96915

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

Accountability * Impartiality * Competence * Openness * Value

INVITATION FOR BID NO. : GSA-010-14

DESCRIPTION: Nutrition Services for the Comprehensive Management, Operations, & Maintenance of the Elderly Nutrition Program, Congregate Meals Component.

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 #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) BROCHURES/**DESCRIPTIVE LITERATURE;**

(X) MANDATORY PRE-BID CONFERENCE TO BE HELD ON 1/31/14 1:30 p.m., IF NOT PRESENT YOUR BID PACKET WILL NOT BE ACCEPTED.

(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, Limited English Proficiency Certification, Certification of non-Discrimination, Civil Rights Requirement, Certification as to Lobbying, Certification Regarding Debarment, and Compliance with Federal Regulations and Laws.

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 7 day of Feb., 2014, 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

amendment # 2 - Bid date & time to now read : 2/12/14 9:00 Am
amendment # 4 - Bid date & time to now read : 2/14/14 9:00 Am

SH ENTERPRISES, INC.
P.O. Box 9730 Tamuning, Guam 96911
Phone: 649-2956/0521 Fax: 649-2957

February 07, 2014

Ms. Claudia S. Acfalle
Chief Procurement Officer
General Services Agency
Government of Guam
148 Route 1 Marine Drive
Piti, Guam 96915

**Subject: REF: Descriptive Literature - GSA-BID NO.: GSA-010-14
Congregate Meals (As per amendment #2 dated Feb. 07, 2014 – amend to
Extend the bid opening date and time from 2/10/14 9:00am to now read 2/12/14
9:00am; Amendment#4–amended bid date and time to now read: 2/14/14 9:00am)**

Dear CPO Ms. Acfalle:

SH Enterprises, Inc. is please to respond to your requirement for the "Nutrition Services for the Comprehensive Management, Operations & Maintenance of The Elderly Nutrition Program, Congregate Meals component".

Please find the enclosed Proposal containing our Cost Submittals for Department of Public Health & Social Services, The Elderly Nutrition Program, and Division of Senior Citizens. We reviewed the request for "IFB" and both agree to the terms and conditions of the proposal and are capable of providing the requested services for the solicited "Nutrition Services for the Comprehensive Management, Operations, & Maintenance of the Elderly Nutrition Program, Congregate Meals component," GSA-010-14.

The goal of our service is to provide hot, nutritious, and delicious meals that are in compliance with the current 2010 Dietary Guidelines for Older Americans to eat healthy foods such fruits, vegetables, whole grain and refined grains, seafood, low fat dairy products, consume less sodium, balancing calories with daily physical activity and conforming with the meals pattern 33 and 1/3 as specified in the bid requirements for meal component. Menus shall be changed monthly and prepared in four weeks cycle. Substitutions shall be reviewed, approved, and signed by a Licensed Dietitian or Licensed Nutritionist prior to their submittal to the DPH&SS, DSC.

Our mission is to provide approximate 780 hot, nutritious, and delicious meals to The Elderly Nutrition Program, Congregate Meals to frail, individuals age sixty (60) years and older authorized at the Senior Center Operations (SCO) Program sites (12 Centers and Two Adult Day Care Center, Barrigada and Dededo) and as authorized by Case Management Services (CMS) program and the Senior Center Operations (SCO) program service providers

SH Enterprises has been creating and serving delicious and healthy meals to approximate 780 Congregate clients for the past three years. Needless to state, we believe that we've developed a reputation for efficiency and excellence in the food service industry.

The accompanying proposal provides a complete response to all of the requirements outlined in IFB. Here is a quick overview of the special features of our proposal.

Client Portfolio: SH Enterprises, Inc. was providing meals at the Department of Corrections for nine years. We have efficiently served hot meals to approximately 600 inmates 3 times a day, 7 days a week.

Beginning in 2010 to January 2013, we began food services to the Department of Public Health and Social Services, Division of Senior Citizens (DSC) for The Elderly Nutrition Program, where we provide meals to approximately 800 clients attending the Congregate Center and 1200 clients for Homebound (home delivery). We tailor and serve meals according to the 33 and 1/3 meal component as specified within the bid specification meal requirements and individualized needs and health conditions of Guam's Manamko.

Since February 2013 to present time, SH Enterprises, Inc. is the current ENP provider providing services for approximately 780 clients for Congregate Meals and approximately 1,180 clients for Home-Delivered Meals under the "Emergency Procurement"

Our Staff: SH Enterprises, Inc. encourages excellence. Hence, we employ and work closely with our Licensed Dietary and Registered Nutritionist and Dietary Manager. The menus are prepared by SH Enterprises, and to be reviewed, approved and signed by a Licensed Dietitian or Licensed Nutritionist prior to their submission to the Division of Senior Citizens, Mayor Council and the Cook. The Dietary Manager, in turn, works under the supervision of a Licensed Dietary and Registered Nutritionist. To further assure food quality, our Dietary Manager regularly conducts monthly inspections, staff education trainings on food safety, food temperature, personal hygiene and food portion control. Our staff is well trained with the daily operation, from preparation to cooking and to packing and distribution of meal deliveries. The employee at the end of the line does a quality control check and then loads the trays into the Packaging System Machine equipped with a roll of plastic film to seal the trays. Once the trays are sealed, the packer then packs the trays into a heat proof container.

Continuous Supplies: Since its creation more than 15 years ago, SH Enterprises, Inc. has evolved into multi-business enterprise. We take pride in owning other food retail establishments, namely: California Mart, Town Market located in Dededo, Avenue Steak & Lobster Restaurant in the Outrigger Hotel. Our current food retail stores guarantee a steady and uninterrupted supply of food items for our catering service. California Mart, our

premier retail supermarket, specializes in various food retail items that include daily fresh air flown seafood and fresh fruits, vegetables, tuna and marlin.

Our inventory of frozen foods, such as meats, poultry, seafood's, vegetables, dry food items, canned goods, fruits, noodles, rice and sauces, is quite extensive. This guarantees that there will be no food shortages. Also, our meat supplies are sourced out from the most reliable and approved vendors from U.S. factories and slaughter houses and our vegetables and fruits procured directly from U.S. farms and as well as from local vendors.

We pride ourselves on constantly striving for high quality at the lowest possible prices.

Storage: To guarantee continuous supplies, SH Enterprises, Inc. constantly maintains minimum of 2-month inventory of food supplies in our stores, California Mart and Town Market. We guarantee that there will be no food shortages. Additionally, we also have back-up generators that assure *uninterrupted* and *steady* power to our markets, restaurants, and storage facilities. Our food supply system ensures consistent food supplies even in emergency situations including earthquakes, typhoons, or in the occurrences of strikes at off island ports.

Philosophy: SH Enterprises, Inc. shares our clients family deep concerns for the *health, safety, and welfare, quality foods* that our Dear Manamko in terms of quality foods that our Dear Manamko consumes. The owners of SH Enterprises, Inc. assure their concerns for our Dear Manamko is our *utmost priority*. We will make every effort not only to supply nutritious foods but also safe meals our Dear Manamko will enjoy eating.

For the foregoing reasons, SH Enterprises, Inc. believes it is in the best to provide the requested goods and services.

If you have any question regarding our proposal, please do not hesitate to contact us anytime at your convenience. Thank you!

Respectfully,



Tae Hong Min
President

Enclosures

Invitation for Bid: GSA-010-14

ACKNOWLEDGEMENT RECEIPT FORM

Please be advised that to be considered a prospective bidder you must fill out this Acknowledgement receipt form. Please submit via email or fax form to euphrasia.lujan@gsa.guam.gov. or fax to 472-4217 / 475-1727

Name Hui Sook Min

Signature [Handwritten Signature]

Date 1-28-14

Time 8:45 Am

Contact Number 649-2956 / 0521

Fax Number 649-0523

Contact Person regarding IFB Cora Juanita P. Gatmen

Title Sales / Purchasing Mgr.

E-Mail Address grandpacificwholesale@yahoo.com

Company/Firm SH Enterprises, Inc.

Address P.O. Box 9730
Tamuning, Guam 96931

Note: GSA shall will not be liable for failure to provide notice to any party who did not register contact information.

- REMINDER: MANDATORY PRE-BID CONFERENCE ON 1/31/14 1:30 p.m.. TO BE HELD IN THE GSA CONFERENCE ROOM.
- ALL QUESTIONS AND CONCERNS TO BE ASKED IN THE PRE-BID CONFERENCE MUST BE PUT IN WRITING, BEFORE THE PRE-BID CONFERENCE STARTS.

FAXED
 1-29-14
 confirmed by Paul Llanes

INVITATION FOR BID

ISSUING OFFICE:

for: Pedro F. San Nicolas

GENERAL SERVICES AGENCY
GOVERNMENT OF GUAM
148 ROUTE 1, MARINE DRIVE
PITI, GUAM 96915

CLAUDIA S. ACFALLE
Chief Procurement Officer

DATE ISSUED: 01/24/14

BID INVITATION NO: GSA-010-14

BID FOR: **Department of Public Health & Social Services**

SPECIFICATION: See Attached

DESTINATION: Nutrition Services for the Comprehensive Management, Operations, & Maintenance of the Elderly Nutrition Program, Congregate Meals Component.

REQUIRED DELIVERY DATE: **Initial contract period is upon signing of the contract for a period of (1) one year, with the option to renew for (2) two additional years, based upon availability of funds and satisfactory performance.** *as per award #3 - transition period is 30 days From the bid award date.*

INSTRUCTION TO BIDDERS:

INDICATE WHETHER: INDIVIDUAL PARTNERSHIP CORPORATION

INCORPORATED IN: 1995, Guam

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time)9:00 am, Date:2/10/14 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.

Amendment #2 - Amend to extend bid date & time to new read: 2/12/14 9:00 AM
Amendment #3 - Amend to extend bid date & time to new read: 2/18/14 9:00 AM
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 60 calendar days from the date opening to supply any or all the items which prices are quoted.

NAME AND ADDRESS OF BIDDER:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS BID:

SH Enterprises, Inc.

P.O. Box 9730



Tamuning, Guam 96931

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:

AFFIDAVIT RE ETHICAL STANDARDS

TERRITORY OF GUAM)
) ss.
HAGATNA, GUAM)

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

The affiant is the offeror [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).

Hui Sook Min 2-7-14

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 7th day of Feb., 2014.

Mandi Danylle Munoz
NOTARY PUBLIC
My commission expires April 02, 2016

MANDI DANYLLE MUNOZ
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: April 02, 2016
P.O. Box 20701 Barrigada, Guam 96921

AFFIDAVIT re NO GRATUITIES or KICKBACKS

TERRITORY OF GUAM)
) ss.
HAGATNA, GUAM)

I, Hui Sook Min

_____ [state name of affiant signing below], being first duly

sworn, deposes and says that:

1. The name of the offering firm or individual is [state name of offeror company] SH Enterprises, Inc. Affiant is the offeror [state one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal.

2. To the best of affiant's knowledge, neither affiant, nor any of the offerors officers, representatives, agents, subcontractors, or employees have violated, are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107(e). Further, affiant promises, on behalf of offeror, not to violate the prohibition against gratuities and kickbacks as set forth in 2 GAR Division 4 § 11107(e).

3. To the best of affiant's knowledge, neither affiant, nor any of the offerors officers, representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback, gratuity or offer of employment in connection with the offerors proposal.

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offerors officers, representatives, agents, subcontractors, and employees.

[Handwritten Signature] 2-7-14
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 7th day of Feb., 2014.

[Handwritten Signature]

NOTARY PUBLIC
My commission expires April 02 2016.

MANDI DANYLLE MUNOZ
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: April 02, 2016
P.O. Box 20701 Barrigada, Guam 96921

Eddie Baza Calvo
Governor



GENERAL SERVICES AGENCY
Government of Guam
148 Route 1 Marine Drive Corp
Piti, Guam 96915

Ray Tenorio
Lt. Governor


Benita Manglona
Director, Dept. of Admin.

Anthony C. Blaz
Deputy Director

Special Provisions


**Restriction against Sex Offenders Employed by service providers to
Government of Guam from working on Government Property.**

If a contract for services is awarded to the bidder or offeror, then the service provider must warranty that no person in its employment who has been convicted of a sex offense under the provisions of chapter 25 of Title 9 of Guam code Annotated or of an offense defined in Article 2 of chapter 28 of Title 9 of the Guam Code annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of the service provider while on government of Guam property, with the exception of public highways. If any employee of a service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the Government of the conviction within twenty-four (24) hours of the conviction, and will immediately remove such convicted person from providing services on government property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the government will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four (24) hours of notice from the Government, and the service provider shall notify the Government when action has been taken. If the service providers fail to take corrective steps within twenty-four (24) hours of notice from the Government, then the Government in its sole discretion may suspend temporarily and contract for services until corrective action has been taken.

 2-7-14

Signature of Bidder Date
 Proposer, if an individual;
Partner, if a partnership;
Officer, if a corporation.

Subscribed and sworn before me this 7th day of Feb., 2014 mm



Notary Public

MANDI DANYLLE MUNOZ
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: April 02, 2016
P.O. Box 20701 Barrigada, Guam 96921

Eddie Baza Calvo
Governor



GENERAL SERVICES AGENCY
Government of Guam
148 Route 1 Marine Drive Corp
Piti, Guam 96915

Ray Tenorio
Lt. Governor

Benita Manglona
Director, Dept. of Admin.

Anthony C. Blaz
Deputy Director

FORM E
DECLARATION RE COMPLIANCE WITH U.S. D.O.L. WAGE DETERMINATION

Procurement No: ~~GSA-010-14~~

Name of Offeror Company: SH Enterprises, Inc. hereby certifies under penalty of perjury:

- (1) That I am the offeror (the offeror, a partner of the offeror, an officer of the offeror) making the bid or proposal in the foregoing identified procurement;
- (2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which read:

§ 5801. Wage Determination Established.


In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ("contractor") for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam.

The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

§ 5802. Benefits.

In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

- (3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;
- (4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. [INSTRUCTIONS - Please attach!]

 2-7-14
Signature Date

Eddie Baza Calvo
Governor



GENERAL SERVICES AGENCY
Government of Guam
148 Route 1 Marine Drive Corp
Piti, Guam 96915

Ray Tenorio
Lt. Governor

Benita Manglona
Director, Dept. of Admin.

Anthony C. Blaz
Deputy Director

AFFIDAVIT re NON-COLLUSION

TERRITORY OF GUAM)
) ss.
HAGATNA, GUAM)

I, 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 7th day of Feb., 2014.



NOTARY PUBLIC

My commission expires April 02, 2016



MANDI DANYLLE MUNOZ
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: **April 02, 2016**
P.O. Box 20701 Barrigada, Guam 96921

AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION

TERRITORY OF GUAM)
) SS:
 HAGATNA, 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 of 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>PO Box 9730k Tam., Guam</u>	<u>49%</u>
<u>Hui Sook Min</u>	<u>PO Box 9730, Tam., Guam</u>	<u>49%</u>
<u>Sue Kim</u>	<u>#3 Olympia Condo Tamuning, Guam</u>	<u>2%</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>None</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.

[Handwritten Signature] 2-7-14

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 7th day of Feb., 2014.

[Handwritten Signature]
 NOTARY PUBLIC
 My commission expires 04/02/2016

MANDI DANYLLE MUNOZ
 NOTARY PUBLIC
 In and for Guam, U.S.A.
 My Commission Expires: April 02, 2016
 P.O. Box 20701 Barrigada, Guam 96921



AFFIDAVIT re CONTINGENT FEES

TERRITORY OF GUAM)
HAGATNA, GUAM) SS:
)

I, Hui Sook Min [state name of affiant signing below], being first 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(f).

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] 2-7-14

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 7th day of Feb, 2014

[Handwritten Signature]
NOTARY PUBLIC
My commission expires 04/02/2016

MANDI DANYLLE MUNOZ
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: April 02, 2016
P.O. Box 20701 Barrigada, Guam 96921



MANDATORY FEDERAL PROGRAM FORMS. The purchasing agency is providing the additional Mandatory Federal Program form samples. They must be completed and included with the IFB. The forms are attached in Section XV. Appendix of Mandatory Forms. **Failure to complete and submit the forms will automatically disqualify the Bidder submission to this IFB, as being non-responsive.** Furthermore, all Mandatory Federal Program forms submitted by the Bidder/Vendor awarded the contract will be open to public inspection and copying. The Mandatory Federal Program forms include the following:

1. Limited English Proficiency Certification;
2. Certification of Non-Discrimination;
3. Civil Rights Requirements;
4. Certification as to Lobbying;
5. Certification Regarding Debarment; and
6. Compliance with Federal Laws and Regulations.

**LIMITED ENGLISH PROFICIENCY CERTIFICATION
FOR INVITATION FOR BID NO. GSA-010-14**

Limited English Proficiency Certification

I certify that Limited English Proficiency persons have meaningful access to any services under any developed (if applicable) program(s). National origin discrimination includes discrimination on the basis of Limited English Proficiency (LEP). Meaningful access may entail providing language assistance services, including oral and written translation when necessary.

SUBMITTED BY:

SH Enterprises, Inc. 2-7-14



Signature:

Date:

Name:

Title:

Hui Sook Min

Vice President

Agency:

SH Enterprises, Inc.

P.O. Box 9730, Tamuning, Guam 96931

Instructions: Bidders/Vendors need to sign and submit this form with this IFB.

**CERTIFICATION OF NON-DISCRIMINATION
FOR INVITATION FOR BID NO. GSA-010-14**

Certification of Non-Discrimination

Contractor agrees that:

It will comply, with and will insure compliance by its sub-grantees and contractors with the non discrimination requirements of the following statutes and regulations:


- Omnibus Crime Control and Safe Streets Act of 1968, as amended, and 42 U.S.C. 3789(d) which prohibits discrimination on the basis of race, color, national origin, religion, or sex in the United States Department of Justice funded programs or activities;
- Title VI of the Civil Rights Act of 1964, and 42 U.S.C. §2000d which prohibits discrimination on the basis of race, color or national origin in the United States Department of Justice funded programs or activities;
- Section 504 of the Rehabilitation Act of 1973, and 29 U.S.C. §794 which prohibits discrimination on the basis of disability in U.S. D.O.E. funded programs or activities;
- Title II of the Americans with Disabilities Act (ADA) of 1990, and 42 U.S.C. §12132, as it relates to discrimination on the basis of disability in the United States Department of Justice funded programs or activities;
- Title IX of the Education Amendments of 1972, and 20 U.S.C. §1681 as it relates to discrimination on the basis of sex the United States Department of Justice funded training or educational programs;
- The Age Discrimination Act 1975, and 42 U.S.C. §6102, as it relates to services discrimination on the basis of age the United States Department of Justice funded programs or activities.

No person shall, on the grounds of race, color, religion, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in connection with any program or activity funded in whole or in part with funds made available under this title from the U.S. Department of Health and Human Services. The applicant agency also certified that, if required to formulate an Equal Employment Opportunity Plan (EEOP), in accordance with 28 CFR 42.301 et seq., it will maintain a current one on file. Non-compliance with the discrimination regulations may result in the suspension or termination of funding.

In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, sex, or disability against a recipient of Federal funds, or any sub-grantee or contractor of that recipient, a copy of such findings must be forwarded to the United States of Department of Health and Human Services.

If your offeror is required to develop an EEOP and your offeror has received a single award for \$500,000 or more in grant funds, whether directly from the U.S. Department of Health and Human Services or indirectly from a state or local agency as a sub-recipient, your agency must submit a copy of the subject EEOP to the U.S. Department of Health and Human Services for their review and approval.

SUBMITTED BY: **SH Enterprises, Inc.**

Signature of Authorized Official:  Date: 2-7-14

Name of Authorized Official: Hui Sook Min

Name of Offeror: Hui Sook Min

Instructions: Bidder/Vendors need to sign and submit this form with this IFB.

**CIVIL RIGHTS REQUIREMENTS
FOR INVITATION FOR BID NO. GSA-010-14**

Civil Rights Requirements

Contractor: SH Enterprises, Inc.

Civil Rights Contact Person:

Cora P. Gatmen

Title/Address:

Sales & Purchasing Manager

P.O. Box 9730

Tamuning, Guam 96931

Telephone Number:

(671) 649-2956 or 0521

Number of persons employed by the offeror unit:

44

Instructions: Bidders/Vendors need to sign and submit this form with this IFB.

**CERTIFICATION REGARDING LOBBYING
FOR INVITATION FOR BID NO. GSA-010-14**

By signing and submitting this certification, Contractor is certifying as set out below:

CERTIFICATIONS REGARDING LOBBYING

Applicant should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of the Application Cover Page provides for 34 CFR Part 85, "Government-wide Debarment and suspension (Nonprocurement)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Public Health and Social Services (DPHSS) determines to award the covered transaction, grant, or cooperative agreement.

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies 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 any Federal contract, 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 any Federal contract, 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 influencing or attempting to influence 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 Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
- (c) The undersigned 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 subrecipients shall certify and disclose accordingly.



SIGNATURE

2-17-14

DATE

Hui Sook Min

NAME

SH Enterprises, Inc.

COMPANY

Instructions: Bidders/Vendors need to sign and submit this form with this IFB.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
FOR INVITATION FOR BID NO. GSA-010-14**

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

PROJECT INFORMATION:

Project Name: _____

Project Number: _____

Data Universal Numbering System (DUNS) Number: _____

Principal Contact: _____
Firm Name / Contact Name / Title

Firm Address / Phone Number / Email Address

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Contractor-

(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;

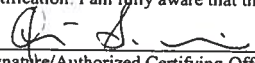
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(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 offeror 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.



Signature/Authorized Certifying Official

Hui Sook Min - Vice President

Typed Name and Title

SH Enterprises, Inc. 2-7-14

Prospective Contractor/Offeror Date Signed

Contractor License No. (if any)

Instructions: Bidders/Vendors need to sign and submit this form with this IFB.

**COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS
FOR INVITATION FOR BID NO. GSA-010-14**

The certifications and representations of offeror(s)/ contractor(s) are verified and signed on the page four of this four page form. The terms and conditions as to compliance with Federal Laws and Regulation that are part of this procurement, include, but are not limited to these requirements.

A. Equal Employment Opportunity & Nondiscrimination

Contractor agrees to comply with E.O. 11246--Equal Employment Opportunity, as amended by E.O. 11375--Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 60--Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor. Contractor agrees that no person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in contracted programs or activities on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or other classification protected by federal or state laws and regulations; nor shall they be excluded from participation in, be denied benefits, or be otherwise subjected to discrimination in the performance of contracts with the government of Guam or in the employment practices of the government of Guam' contractors. Accordingly, all contractors entering into contracts with the government of Guam shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

B. Discovery or Invention- Notice.

Contractor and the Government are not contracting for any Services/ Work that constitutes as a Discovery or Invention under this Agreement as initially executed. Pursuant to 34 CFR Part 80.36 (i) (8) required notification is given by the Government to Contractor: United States Department of Justice's requirements relating to discoveries, inventions, copy rights and rights in data as set forth in A-102 Section _ .36 apply and Patent Rights in Inventions Made With Federal Assistance 35 USC 202-204, as implemented by 37 CFR 401 apply where applicable.

C. Clean Air Act.

Contractor and Subcontractor agree to comply with Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended--Contracts and sub grants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to ED and the Regional Office of the Environmental Protection Agency (EPA).

D. Byrd Anti-Lobbying.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - applies to contracts over \$100,000. Contractor as part of this Agreement certifies compliance with 31 U.S.C. 1352 and agrees to provide a copy of the Byrd Anti-Lobbying certification to the OAG, and to require any subcontractors of \$100,000 or more to file a Byrd Anti-Lobbying certification. Contractor represents 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 shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. The disclosures are to be forwarded from Contractor and its subcontractors up to the Government.

E. Debarment and Suspension.

Debarment and Suspension (E.O. 12549 and E.O. 12689)--No contract may be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or No procurement Programs in accordance with E.O. 12549 and E.O. 12689--Debarment and Suspension. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractor certifies that contractor, nor any of contractor's trustees, officers, directors, agents, servants or employees (whether paid or voluntary) is debarred or suspended or suspended on federal, state or local debarment and suspension lists; or otherwise excluded from or ineligible for participation in federal or local assistance programs.

F. Drug-Free Work Place.

Contractor acknowledges that the Government maintains a drug free work place in compliance with Drug-Free Workplace Act of 1988 (Pub. L.100-690) and Contractor and subcontractors agree to comply with the Drug-Free Work Place Act.
DRUG-FREE WORKPLACE (MAY 2001)

(a) Definitions. As used in this clause--

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

“Employee” means an employee of a Contractor directly engaged in the performance of work under a Government contract. “Directly engaged” is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

“Individual” means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall—within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration—

(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 (b) (1) of this clause;

(4) Notify such employees in writing in the statement required by paragraph (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

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(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 Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(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 (b) (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 (b) (1) through (b) (6) of this clause.

(8) 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.

(9) In addition to other remedies available to the Government, the Contractor’s failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

G. Trafficking Victims Protection Act of 2000 (TVPA), as amended 22 U.S.C. 7104(g).

Contractor and its subcontractor, and their employees associated with performance under this procurement shall not (i) engage in severe forms of trafficking in persons during the period of time that the procurement is in effect; (ii) procure a commercial sex act during the time that the procurement is in effect, or (iii) used forced labor in the performance of services in this procurement as defined in the TVPA as amended or the federal regulations, including but not limited to 2 CFR 175.

The Government of Guam and the United States Department of Public Health and Human Services, Administration for Children and Families may terminate any work, contract, grant, subgrant without penalty for any violation of these provisions by the Contractor and its subcontractors and their employees, imputed to the Contractor or its subcontractor imputed to them using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” as implemented by the United States Department of Public Health and Human Services 2 CFR part 376.

Contractor and its subcontractors shall inform the Government of Guam and the United States Department of Public Health and Human Services, Administration for Children and Families immediately of any information they receive from any source alleging violation of (i)(ii) and (iii) above. Contractor and its subcontractors must include this section in any subcontracts they make in this procurement. The following definitions apply to this section: (1) “Employee” means either: an individual employed by you or a subrecipient who is engaged in the performance of this procurement; or another person engaged in the performance of services in this procurement not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

(2) “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery. (3). “Private entity”: means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

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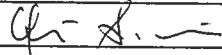
H. Charitable Choice (applies to faith-based organizations only).

Contractor attests that funds received as a result of this procurement will not be used for sectarian instruction, worship, proselytizing or for any other purely religious activities that are not directed toward the secular social goals related to the services described in the IFB. Contractor agrees to serve all eligible members of the public without regard to their religious beliefs and, further, must not require clients’ active participation in any religious practice. (In carrying out the said services, the Contractor will remain independent from federal, state and local governments; will retain control over the expression of its religious beliefs, and is not required to remove its religious writings or symbols or to alter its internal governance as a

condition of doing business with the DPHSS DSC). U.S. Department of Health and Human Services regulations pertaining to Equal Treatment for Faith-Based Organizations can be found at 45 CFR Part 87. DPHSS DSC incorporates and follows the Equal Treatment Regulations for Faith-Based Organizations as a matter of good practice.

DPHSS DSC rev. 7-19-12

SUBMITTED BY: **SH Enterprises, Inc.**

Signature of Authorized Official:  Date: 2-7-14

Name of Authorized Official: **Hui Sook Min**

Name of Bidder/Vendor: **SH Enterprises, Inc.**

This Form Must Be Submitted With the IFB.

**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 (5GCA, 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 a 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 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 (5GCA, 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 bided 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 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.
- [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.**
- [X] 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 40 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 such bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
- Pre-award inspection of the bidder's facility may be made prior to the award of contract. Bids will be considered only from firms which are regularly engaged in the business of providing goods and/or service as described in this bid with a good record of performance for a reasonable period of time and have sufficient financial support, equipment and organization to insure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated. The terms "equipment or organization" as used herein shall be construed to mean a fully equipped and well established company in line with best business practices in the industry and as determined by the proper authorities.
- [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 to reject all such bids.

[] 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.

[X] 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 a 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.**
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. **TERMINATION FOR CONVENIENCE:** Any termination order for the convenience of the Government issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101.10 of the Government Procurement Regulations.
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. **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 40 (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(9) (a).

[X] 41. **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 on 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] 42. Contract will be cancelled if funds not appropriated or insufficient, and that government will timely inform contractor. R 3121(e)(1)(C) and R 3121(e)(1)(D)

[] 43. If cancelled, contractor will be reimbursed unamortized reasonably incurred non-recurring costs. R 3121(e)(1)(G)

[X] 44. **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: Cola P. Gatmen

Title: Sales & Purchasing Manager

Address: PO Box 9730

Telephone: 649-2956 / 0521

Ta'ung, Guam 96931



SH ENTERPRISES, INC.

P.O. BOX 9730
TAMUNING, GUAM 96931
PHONE: 649-0521/2956
FAX NO: 649-2956/0523

BID INVITATION NO: GSA-010-14 CONGREGATE MEALS
FEBRUARY 10, 2014 @ 9:00AM (amended bid date and time to now read: 2/12/14 9:00am
Amendment #4 – amended bid date and time to now read: 2/14/14 9:00am)

THE ELDERLY NUTRITION PROGRAM DIVISION OF SENIOR CITIZENS

OFFEROR'S BACKGROUND INFORMATION/PROFESSIONAL HISTORY (In Response to Additional Bidder/Vendor Requirements REF. Amendment #1)

The goal of SH Enterprises, Inc. is to manage and operate the “Nutrition Services for the Comprehensive Management, Operations & Maintenance of The Elderly Nutrition Program, Congregate Meals. The goal of our service is to provide meals that are in compliance with the current 2010 Dietary Guidelines for Americans. Our program will target the older adults ages 60 years and above. The new 2010 Dietary Guidelines for Americans focuses on healthy eating habits, consuming more healthy foods like fruits and vegetables, whole grains, low sodium, low fats, and balancing calories with daily physical activities.

SH Enterprises, Inc. mission is to provide healthy and nutritious hot meals to approximately 780 clients attending the Congregate Center in a timely manner. Menus are prepared by SH and reviewed by the Dietary Manager and approved/signed by a Licensed Dietitian or Licensed Nutritionist prior to their submission to the Division of Senior Citizens, Mayors Council and the Cook.

1.1 PROFESSIONAL HISTORY:

- a. Since SH Enterprises, Inc. opened 19 years ago (1995), we have not had any complaints by the Federal and local agencies.
- b. No criminal or civil contempt proceedings against the company and its employees have happened for the past three years.
- c. For over 3 years now, SH Enterprises, has been creating and serving delicious and healthy meals to approximately 780 Senior Citizens attending the Senior Center, (12 Senior Center and 2-Adult Day Care).

As of present time, SH Enterprises, Inc. is the current provider for The Elderly Nutrition Program, providing hot nutritious meals that meet the minimum 33 and 1/3 percent of the current daily Recommended Dietary Allowance (RDA) to approximate 780 clients attending the Congregate (twelve Centers and 2-Adult Day Care (Barrigada and Dementia/Yigo) under the Emergency Procurement Program.

Background Information/Professional History

As the provider for the Elderly Nutrition Program, nutrition services are provided to individuals age (60) years or older at designated congregate sites as authorized by Case Management Services (CMS) or determined by SCO. The CMS and SCO are entry points for eligible individuals for Nutrition Services in a congregate setting and attending congregate sites for the ENP, as designated by the DPH&SS, DSC . There are Twelve Senior Center and Two Adult Day Care, Barrigada and Dededo.

SH Enterprises, Inc. mission is to provide hot, nutritious meals that meet the minimum of 33 and 1/3 percent of the current daily Recommended Dietary Allowance (RDA) as specified in the bid specification to eligible individuals who are determined by the SCO program and CMSP, Monday thru Friday. Meals are delivered and served in tightly sealed 3-compartment trays, including the cutlery sets (forks, spoons, knife, napkins, salt and pepper). Hot foods are packed and separated from cold foods. Daily meals are ordered/coordinated by SCO and ADC staff to ensure meal count for that day.

In addition, the provision of special menus is collaborated with Senior Center Operations or Case Management/ physician's approval with proper documentation. With the proper documents provided to us by the Case Management or from a physician, our employees are able to distinguish the different types of meals to serve to various types of diet meals base on the individual's health condition and religious reasons.

The menus are created by SH Enterprises, Inc. to be reviewed, approved and signed by our Registered Dietitian/Licensed Nutritionist (RD/LD) and certified Dietary Manager/Certified Food Protection Professional who works under the supervision of RD/LD. The menus are prepared based on 33 and 1/3 meal pattern as prescribed within the bid specification.

SH staff is trained to comply with all rules and regulations as specified in the bid requirements. SH office staff works closely with SCO and CMSP as the point of entry for eligible individuals attending the Centers and the 2-Adult Day Care. Upon receiving notification and receipt of the client(s) Intake, Profile and Referral Form and Determine Your Nutrition Health Form from the SCO or CMSP service provider, SH shall provide service to occur no later than two working days.

SH delivery staff is aware of the delivery hours for Congregate Meals shall be delivered no earlier than 11:00am and no later than 12:30pm., Monday through Friday, except on Federal or local holidays by the government of Guam. In addition, the delivery staff is responsible for packing, cutlery, cups, liners and other supplies needed to complete their delivery. Assists in packing meals, deliver meals to the assigned area. Upon arrival at the congregate site, the ENP

Background Information/Professional History

delivery staff and the service provider of SCO shall verify the number of meals delivered and both shall sign the meal form. The ENP delivery staff shall report immediately to the ENP Program Manager once she or he encounters a missing item, spoiled or incomplete portion of the Meals delivered for immediate replacement. The ENP Program Manager shall report the matter to DSC program staff on the same day. The ENP delivery staff shall ensure all meal deliveries are in order before leaving the congregate site. Meal orders for the following day service shall be communicated between SCO or ADC staff designee and the ENP Provider by 1:00pm. Upon returning to the office, ENP delivery staff shall report to the ENP Program Manager any abuse of the Elderly Nutrition Program who in turn notify the DPH&SS. Reports to management any questions, concerns or problems received from the clients.

In addition, RD/LD and the Dietary Manager conduct monthly inspection and technical assistance to areas relating to the Elderly Nutrition Program. Provides monthly nutrition education services to the staff focusing on food safety, recipes, handling and preparing of food, food delivery system, purchases, food packaging, personal hygiene, and portion control, attends the monthly Council meeting and provides nutritional advice and guidance. Coordinate with Adult Day Care and Senior Center Operations Programs for nutrition education services by-annually.

- d. In 2010, we began food services to the Department of Public Health and Social Services, Division of Senior Citizens (DSC) for The Elderly Nutrition Program, where we provide meals to approximately 800 clients attending the Congregate Center and 1200 clients for Homebound (home delivery). Meals are prepared based on the 33 1/3 meals components as specified within the bid specification meal requirements; and

Menus are prepared by SH and reviewed by the Dietary Manager and approved/signed by a Licensed Dietitian or Licensed Nutritionist prior to their submission to the individualized needs and health conditions of Guam's Manamko. In the present time, we are currently serving 780 clients attending the Congregate Center under the Emergency Procurement.

- e. For past 8 years, SH Enterprises, Inc. was providing meals to the Department of Corrections. We have consistently served hot meals to approximately 600 inmates 3 times a day, 7 days a week. Menus were prepared and reviewed by the Dietary Manager and approved/signed by a Licensed Dietitian or Licensed Nutritionist prior to their submission to the Department of Corrections and to the Cook.

Background Information/Professional History

- f. In compliance with the service, SH Enterprises, Inc. received inspections during the past three years from the Division of Environmental Health, Guam Department of Public Health and Social Services. Legible certified copies of all Food Service Establishment Inspection Reports are attached.

1.2 FINANCIAL CONDITION

- a. In compliance with the service, SH Enterprises, Inc. hired an Independent Auditor Ms. Agnes M. White, RN CDE to audit the program. Ms. White conducted the following audits:

1. January 17-19, 2012 - This audit mandated by Contract item 53.c, evaluates the following areas for the twelve months ending September 30, 2010. Please see attached audit report copy.

2. August 20-22, 2012 - This audit mandated by Contract item 53.c evaluates the following areas for October 01, 2010 through March 31, 2011

3. Continuous Supplies: Since its creation more than 18 years ago, SH Enterprises, Inc. has evolved into multi-business enterprise. We take pride in owning other food retail establishments, namely: CALIFORNIA MART, TOWN MARKET located in Dededo, and AVENUE STEAK AND LOBSTER RESTAURANT in the Outrigger Hotel. Our current food retail stores guarantee a steady and uninterrupted supply of food items for our catering service. California Mart, our premier retail supermarket, specializes in various food retail items that include daily fresh air flown seafood and fresh fruits and vegetables.

Our inventory of frozen foods, such as meats, poultry, seafood's, vegetables, dry food items, canned goods, fruits, noodles, rice and sauces, is quite extensive. This guarantees that there will be no food shortages. Also, our meat supplies are sourced out from the most reliable and approved vendors from U.S. factories and slaughter houses and our vegetables and fruits procured directly from U.S. farms and as well as from local vendors. We pride ourselves on constantly striving for high quality at the lowest possible prices.

4. Storage: To guarantee continuous supplies, SH Enterprises, Inc. constantly maintains minimum of 2-month inventory of food supplies in our warehouse. The following physical facilities further guarantee that there will be no food shortages: (a) 20,000 sq. ft dry warehouse; (b) 5,000 sq. ft. chill warehouse; and (3) 3,000 sq. ft. warehouse for frozen foods. Additionally, we also have back-up generators that assure *uninterrupted* and *steady* power to our markets, restaurants, and storage facilities. Our food supply system ensures consistent food supplies even in emergency situations including earthquakes, typhoons, or in the occurrences of strikes at off island ports.

Background Information/Professional History

1.3 ADVOCACY AND CAPACITY EXPERIENCE – As per attached narrative form for 1.3a and 1.3b.

1.4 ADMINISTRATIVE STAFFING - To achieve this goal, SH Enterprises, Inc. shall maintain a good staffing pattern and scope of work per attached proposed staffing for this Bid Program as specified in the bid requirements:

- a. Requirement Listing for all The Elderly Nutrition Program Employees:**
1. Organizational Chart
 2. Job Description
 3. Standard Operating Procedures
 4. Requirement listing for ALL ENP employees
 5. Rules and Regulation relative to catering establishment
 6. Employee Health and Personal Hygiene
 7. Food Safety Procedure

To achieve this goal, SH Enterprises, Inc. shall maintain a good staffing pattern and scope of work for this program.

1. **Procurement method** : Shall create and maintain positions as . The position descriptions shall contain minimum qualifications, abilities and responsibilities of persons assigned to provide the required services.
2. All employed staff must meet the minimum requirements (current police clearance, traffic/court clearance and current health certificates.)
3. Key employees must possess the experience, knowledge, skills, responsible and dedication to ensure that requirements are met.
 - a. Executive or Program Director**
 - must have a background in Business Administration with (7) years or more or equivalent work experience.
 - must maintain current ServSafe Food Protection Manager Certification
 - must have the ability to plan and develop rules and regulations pertaining the program
 - must be responsible in evaluating the program services and standards operations.
 - must be responsible in resource development and budgets.
 - Must be responsible in Contractual compliance ensuring the efficiency, effectiveness and accountability of the Food Service Management Contract.

Background Information/Professional History

b. Program Manager

- must have a degree in human services or another discipline background in Business Administration or equivalent work experience, knowledge and skills in
- services affecting the elderly, with five (5) years or more of administrative and supervisory experience in program management
- must have the ability to train, supervise and develop program staff
- must have the ability to improve operations, work processes, quality of services in response to the needs of the target population to be served
- must have the ability to evaluate staff and the program for effectiveness, efficiency and accountability to ensure compliance with the scope of work
- must have the ability to maintain complete and accurate records
- must have the ability to prepare reports in compliance with the program's reporting requirements
- must maintain current ServSafe Food Protection Manager Certification

b. Cook I - responsibilities are as follows:

- Prepares the food for The Elderly Nutrition Program, Division of Senior Citizens
- Responsible for ordering food supply in a timely manner
- Responsible for implementing food safety to kitchen staff as per Department of Public Health guidelines related to the program
- Works closely with Program Manager, Sales & Purchasing Manager in preparing monthly menus to be approved by the registered/licensed Dietitian/Nutritionist prior to submission to the DPH&SS, Division of Senior Citizens and Senior Center Operations (Mayor's Council)
- Monitors supply inventory; ensures rotation of product (FIFO) are implemented.
- Supervise kitchen staff.
- Works closely with the Program Manager for the preparation of special meals for the special clients who are in need based on their health status and as per Doctor's certification or recommendation to ensure compliance with the scope of services

c. Kitchen helper and dish washer responsibilities are as follows:

- Assists the cook and pantry personnel in the general preparation of food
- Responsible for overall cleaning and sanitizing of the kitchen facility, equipment, appliances, and utensils
- Assists in the packing of meals when required
- Cleans the working area after packing or delivery of meals is completed
- Performs other related tasks

d. Food Service Worker responsibilities are as follows:

- Responsible for preparing plates, napkins, cutlery, cups, liners and other supplies needed in the operation
- Responsible for dishing/packing meals

Background Information/Professional History

- Cleans working area after serving meals is completed
- Reports to management any suggestions, concerns or problems received from the students
- Performs other related duties when required

2.0 STANDARD OPERATING PROCEDURES - SH Enterprises, Inc. shall comply and ensure Standard Operating Procedures and Emergency Management Plan upon award of this IFB.

3.0 PROGRAM REPORTING REQUIREMENT – SH Enterprises, Inc. will and shall comply at all times to all Program Reporting Requirements as specified in the IFB.

SH ENTERPRISES, INC.

P.O. BOX 9730

TAMUNING, GUAM 96931

PHONE: 649-2956/0521 FAX NO. 649-2957

**INVITATION NO: GSA-010-14, CONGREGATE MEALS
FEBRUARY 10, 2014 @ 9:00AM (amended bid date and time to now read: 2/12/14
9:00am; Amendment #4 – amended bid date and time to now read: 2/14/14 9:00am)
THE ELDERLY NUTRITION PROGRAM
DIVISION OF CITIZENS**

STATEMENT OF QUALIFICATIONS

SH Enterprises, Inc. is located in 199 Chalan San Antonio Road, Tamuning, Guam, next to Guam Premier Outlet.

SH Enterprises, Inc., dba California Mart has been in retail business for more than fifteen and a half years (15 ½ years) providing services to the local residents and businesses.

The success of SH Enterprises, Inc., dba California Mart is due to the management of a husband and wife, Mr. Tae Hong Min, President and Mrs. Hui Sook Min, Vice-President, and their dedicated, hard working, responsible and knowledgeable employees.

The success and growth of SH Enterprises was due to customers demands. SH, Enterprises, Inc. also owns California Mart, Town Market, located in Dededo, located in Tamuning and Avenue Steak and Lobster Restaurant.

SH Enterprises dba California Mart specializes in various retail items such as daily fresh air flown seafood from the Philippines, air flown fresh fruits, vegetables and Korean foods, Norwegian Salmon, fresh tuna, marlin and live crabs.

SH Enterprises dba California Mart and Grand Pacific Wholesale caters towards the commercial businesses such as hotels, retail stores, restaurants, mom and pop restaurants, fast food restaurants, government agencies such as GMH and Department of Corrections.

At present time, under the "Emergency Procurement" SH Enterprises, Inc. is the current vendor for The Elderly Nutrition Program, Division of Senior Citizens providing meals to approximately 780 Seniors to the Congregate(12 Centers and two Adult Day Care) and 1,180 Homebound Clients (home delivery).

From 2010 to January 2013, S.H. Enterprises, Inc. was the contractor for the Elderly Nutrition Program, Division of Senior Citizens providing meals to approximately 800 Seniors to the Congregate (12 Centers and two Adult Day Care) and 1200 Homebound Clients (home delivery).

From 2003 to 2012, SH Enterprises dba California Mart was the contractor for the

Page 2 of 2
Statement of Qualification

Department of Correction providing meals three times a day / seven days a week for approximately 550-600 inmates.

At any time, we are ready and capable of providing immediate deliveries to the needs of The Elderly Nutrition Program due to we carry a massive inventory of frozen foods such meats, poultry, pork, seafoods, vegetables; dry food items, canned meats, fruits, vegetables, dry noodles, rice, sauces.

We import only from the best, reliable, and approved suppliers from the US Mainland, and purchase from local Vendors.

We purchase our products only from the best and approved suppliers from the Mainland. Our produce and frozen meat are shipped b-weekly to guarantee its freshness and the best quality and meets all guidelines and requirements as per the Department of Agriculture.

With our dedicated, hard working, responsible and knowledgeable employees, and the assistance and supervision of our in house Dietary Manager/Registered and Licensed Nutritionist, our buying power and current massive in house inventory, we at SH Enterprises dba California Mart is ready to provide the service it needs for The Elderly Nutrition Program, Division of Senior Citizens..

SH Enterprises, Inc. dba California Mart recent achievement or expansion is the new Construction Company. The president of the company, Mr. Tae Hong Min has obtained his license in the construction company. With this in mind, it will serve as an additional asset in servicing The Elderly Nutrition Program, Division of Senior Citizens we will be able to extend services for construction job, maintenance or minor repair in the kitchen and the production room.

Sincerely Yours,



Mrs. Hue Sook Min
Vice-President

TAE HONG MIN
P.O. BOX 9730
TAMUNING, GUAM 96931
SUITE #11 OLYMPIA CONDO, TAMUNING, GUAM
HOME (671) 646-6776; WORK (671) 649-0521; MOBIL (671) 777-2805

PERSONAL DATA:

September 03, 1958 : Born in Seoul, Korea
June 01, 1988 : Immigrated to Guam
Social Security Number : 586-86-6200
Citizenship : U.S. Citizen

EDUCATION:

- February 25, 1985-Graduated from Dong-guk University in Seoul, Korea with a Bachelors Degree of Public Administration

WORK EXPERIENCE:

- March 01, 1985-February 15, 1986-Worked for Heung-guk Life Insurance Co. in Korea
- February 25, 1986-May 19, 1988-Worked for Central Daily News in Seoul, Korea
- February 01, 1990-April 16, 1991- Operated Pacific Island Service as a self-employed ship chandler for Korean Fishing Boats
- March 05, 1992-May 12, 2003-Operated Oka Market as a grocery store in Tamuning, Guam
- June 01, 1992-September 15, 1997-Operated Hollywood Gift Shop in Tamuning, Guam as a President
- April 15, 1995-April 14, 2000-Operated California Supermarket in Tumon, Guam as a President
- October 01, 1998-Present-Operating California Mart in Tamuning, Guam as a President
- March 04, 2008-Present-Providing Food Catering Services to D.O.C of Guam

EXTRA CURRICULAR ACTIVITIES:

- May 25, 2008-Present-Serving as a Chairman of the Board of Korean School of Guam
- October 06, 2006-September 27, 2008-Served as a Vice-President for Korean Chamber of Commerce of Guam
- June 01, 2002-May 31, 2004-Served as a Public Relations Director for Korean Association of Guam

HUI SOOK MIN
P.O. BOX 9730
TAMUNING, GUAM 96931
SUITE #11 OLYMPIA CONDO, TAMUNING, GUAM
HOME (671) 646-6776; WORK (671) 649-9521; MOBIL (671) 777-2806

PERSONAL DATA:

February 12, 1960 : Born in Seoul, Korea
May 29, 1986 : Immigrated to Guam
Social Security Number: 586-80-6581
Citizenship : U.S. Citizen

WORK EXPERIENCE:

- June 01, 1986-June 17, 1989-Worked as an Insurance Clerk at Young's Insurance Agency.
- July 01, 1989-September 30, 1992-Worked as an Insurance Underwriter & Agent at Universe Insurance Underwriters/John Hancock Life Insurance Co.
- June 01, 1992-September 15, 1997-Worked as a Vice-President at Hollywood Gift Shop
- April 15, 1995-April 14, 2000-Worked as a Vice-President at California Supermarket Tumon, Guam
- October 01, 1998-Present-Working as a Vice-President at California Mart Tamuning, Guam
- October 01, 1998-September 25, 2001-Operated Coco's Restaurant in Tamuning, Guam
- April 26, 1999-February 15, 2001-Operated Mao Mao Chinese Fast Food at the Plaza Tumon, Guam
- April 26, 1999-March 10, 2000-Operated Mr. Pizza Fast Food at the Plaza Tumon, Guam
- March 08, 2004-Present-Providing Food Catering Services to the Department of Corrections of Guam

EXTRA CURRICULAR ACTIVITIES:

- June 04, 1993-May 31, 1995-Served as a Public Relations Officer for the Korean Women's Association of Guam
- June 01, 1995-May 25, 1997-Served as a Public Relations Officer for the Korean Women's Association of Guam
- June 01, 2009-Present-Serving as a Public Relations Officer for the Korean Women's Association of Guam

EXHIBIT 11

SUBMITTED BY:

SH ENTERPRISES, INC.
GPO / 199 Chalan San Antonio Road, Tamuning, Guam
P.O. Box 9730 Tamuning, Guam 96931
Phone: (671) 649-2956/0521 * Fax (671) 649-2957/0523

SUBMITTED TO:

Ms. Claudia S. Acfalle
Chief Procurement Officer
General Services Agency
Government of Guam
148 Route 1 Marine Drive
Piti, Guam 96915

Invitation for Bid No: GSA-011-14

"Nutrition Services for the comprehensive Management,
Operations, & Maintenance of the Elderly Nutrition Program,
Home-Delivered Meals component"

Bid Date: February 10, 2014 @ 10:00am

As per amendment #2 dated Feb. 07, 2014 – amend to extend bid date and time from 2/10/14 10:00am to now read: 2/12/14 10:00am
Amendment #4: amend bid date and time from 2/12/14 10:00am to now read: 2/14/14 10:00am – GSA CONFERENCE ROOM

Accountability * Impartiality * Competence * Openness * Value

INVITATION FOR BID NO. : GSA-011-14

DESCRIPTION: Nutrition Services for the comprehensive Management, Operations, & Maintenance of the Elderly Nutrition Program, Home-Delivered Meals component.

SPECIAL REMINDER TO PROSPECTIVE BIDDERS

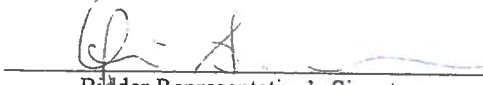
Bidders are reminded to read the Sealed Bid Solicitation and Instructions, and General Terms and Conditions attached to the IFB to ascertain that all of the following requirements checked below are submitted in the bid envelope, in duplicate, at the date and time for bid opening.

- (X) BID GUARANTEE (15% of Bid Amount) May be in the form of;
Reference #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) BROCHURES/**DESCRIPTIVE LITERATURE**;
- (X) MANDATORY PRE-BID CONFERENCE TO BE HELD ON 1/31/14 2:30 p.m., IF NOT PRESENT YOUR BID PACKET WILL NOT BE ACCEPTED.
- (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, Limited English Proficiency Certification, Certification of non-Discrimination, Civil Rights Requirement, Certification as to Lobbying, Certification Regarding Debarment, and Compliance with Federal Regulations and Laws.

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

On this 7 day of Feb, 2014, 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

Amendment #2 - Bid date & time to now read : 2/12/14 10:00 AM
Amendment #4 - Bid date & time to now read : 2/14/14 10:00 AM

SH ENTERPRISES, INC.
P.O. Box 9730 Tamuning, Guam 96911
Phone: 649-2956/0521 Fax: 649-2957

February 07, 2014

Ms. Claudia S. Acfalle
Chief Procurement Officer
General Services Agency
Government of Guam
148 Route 1 Marine Drive
Piti, Guam 96915

**Subject: REF: Descriptive Literature GSA-BID NO.: GSA-011-14 10:00am,
Home-Delivered Meals (Amendment#2 –amend to extend bid date and time to now
read: 2/12/14 10:00am; Amendment #4 – amend to extend bid date and time to now
read: 2/14/14 10:00am)**

Dear CPO Ms. Acfalle:

SH Enterprises, Inc. is please to respond to your requirement for the "Nutrition Services for the Comprehensive Management, Operations & Maintenance of The Elderly Nutrition Program, Home-Delivered Meals component".

Please find the enclosed Proposal containing our Cost Submittals for Department of Public Health & Social Services, The Elderly Nutrition Program, and Division of Senior Citizens. We reviewed the request for "IFB" and both agree to the terms and conditions of the proposal and are capable of providing the requested services for the solicited "Nutrition Services for the Comprehensive Management, Operations, & Maintenance of the Elderly Nutrition Program, Home-Delivered Meals component," GSA-011-14.

The goal of our service is to provide hot, nutritious, and delicious meals that are in compliance with the current 2010 Dietary Guidelines for Older Americans to eat healthy foods such fruits, vegetables, whole grain and refined grains, seafood, low fat dairy products, consume less sodium, balancing calories with daily physical activity and conforming with the meals pattern 33 and 1/3 as specified in the bid requirements for meal component. Menus shall be changed monthly and prepared in four weeks cycle. Substitutions shall be reviewed, approved, and signed by a Licensed Dietitian or Licensed Nutritionist prior to their submittal to the DPH&SS, DSC.

Our mission is to provide approximate 1,180 hot, nutritious, and delicious meals to The Elderly Nutrition Program, Home-Delivered Meals to frail, individuals age sixty (60) years and older authorized and determined by Case Management Services (CMS) program to clients in a home-setting.

SH Enterprises has been creating and serving delicious and healthy meals to approximate 1,180 Home-Delivered Meals clients for the past three years. Needless to state, we believe that we've developed a reputation for efficiency and excellence in the food service industry.

The accompanying proposal provides a complete response to all of the requirements outlined in IFB. Here is a quick overview of the special features of our proposal.

Client Portfolio: SH Enterprises, Inc. was providing meals at the Department of Corrections for nine years. We have efficiently served hot meals to approximately 600 inmates 3 times a day, 7 days a week.

Beginning in 2010 to January 2013, we began food services to the Department of Public Health and Social Services, Division of Senior Citizens (DSC) for The Elderly Nutrition Program, where we provide meals to approximately 800 clients attending the Congregate Center and 1200 clients for Homebound (home delivery). We tailor and serve meals according to the 33 and 1/3 meal component as specified within the bid specification meal requirements and individualized needs and health conditions of Guam's Manamko.

Since February 2013 to present time, SH Enterprises, Inc. is the current ENP provider providing services for approximately 780 clients for Congregate Meals and approximately 1,180 clients for Home-Delivered Meals under the "Emergency Procurement"

Our Staff: SH Enterprises, Inc. encourages excellence. Hence, we employ and work closely with our Licensed Dietary and Registered Nutritionist and Dietary Manager. The menus are prepared by SH Enterprises, and to be reviewed, approved and signed by a Licensed Dietitian or Licensed Nutritionist prior to their submission to the Division of Senior Citizens, Mayor Council and the Cook. The Dietary Manager, in turn, works under the supervision of a Licensed Dietary and Registered Nutritionist. To further assure food quality, our Dietary Manager regularly conducts monthly inspections, staff education trainings on food safety, food temperature, personal hygiene and food portion control. Our staff is well trained with the daily operation, from preparation to cooking and to packing and distribution of meal deliveries. The employee at the end of the line does a quality control check and then loads the trays into the Packaging System Machine equipped with a roll of plastic film to seal the trays. Once the trays are sealed, the packer then packs the trays into a heat proof container.

Continuous Supplies: Since its creation more than 15 years ago, SH Enterprises, Inc. has evolved into multi-business enterprise. We take pride in owning other food retail establishments, namely: California Mart, Town Market located in Dededo, Avenue Steak & Lobster Restaurant in the Outrigger Hotel. Our current food retail stores guarantee a steady and uninterrupted supply of food items for our catering service. California Mart, our premier retail supermarket, specializes in various food retail items that include daily fresh air flown seafood and fresh fruits, vegetables, tuna and marlin.

Our inventory of frozen foods, such as meats, poultry, seafood's, vegetables, dry food items, canned goods, fruits, noodles, rice and sauces, is quite extensive. This guarantees that there will be no food shortages. Also, our meat supplies are sourced out from the most reliable and approved vendors from U.S. factories and slaughter houses and our vegetables and fruits procured directly from U.S. farms and as well as from local vendors.

We pride ourselves on constantly striving for high quality at the lowest possible prices.

Storage: To guarantee continuous supplies, SH Enterprises, Inc. constantly maintains minimum of 2-month inventory of food supplies in our stores, California Mart and Town Market. We guarantee that there will be no food shortages. Additionally, we also have back-up generators that assure *uninterrupted* and *steady* power to our markets, restaurants, and storage facilities. Our food supply system ensures consistent food supplies even in emergency situations including earthquakes, typhoons, or in the occurrences of strikes at off island ports.

Philosophy: SH Enterprises, Inc. shares our clients family deep concerns for the *health, safety, and welfare, quality foods* that our Dear Manamko in terms of quality foods that our Dear Manamko consumes. The owners of SH Enterprises, Inc. assure their concerns for our Dear Manamko is our *utmost priority*. We will make every effort not only to supply nutritious foods but also safe meals our Dear Manamko will enjoy eating.

For the foregoing reasons, SH Enterprises, Inc. believes it is in the best to provide the requested goods and services.

If you have any question regarding our proposal, please do not hesitate to contact us anytime at your convenience. Thank you!

Respectfully,



Tae Hong Min
President

Enclosures

Invitation for Bid: GSA-011-14

ACKNOWLEDGEMENT RECEIPT FORM

Please be advised that to be considered a prospective bidder you must fill out this Acknowledgement receipt form. Please submit via email or fax form to euphrasia.lujan@gsa.guam.gov or fax to 472-4217 / 475-1727

Name Hui Sook Min

Signature [Handwritten Signature]

Date 1.28.14

Time 8:45 AM

Contact Number 649-2954/10521

Fax Number 649-0523

Contact Person regarding IFB Cora Juanita P Gatmen

Title Sales / Purchasing Mgr

E-Mail Address grandpacificwholesale@yahoo.com

Company/Firm SH Enterprises, Inc.

Address P.O. Box 9730
Tamuning, Guam 96931

Note: GSA shall will not be liable for failure to provide notice to any party who did not register contact information.

- REMINDER: MANDATORY PRE-BID CONFERENCE ON 1/31/14 2:30 P.M.. TO BE HELD IN THE GSA CONFERENCE ROOM.
- ALL QUESTIONS AND CONCERNS TO BE ASKED IN THE PRE-BID CONFERENCE MUST BE PUT IN WRITING, BEFORE THE PRE-BID CONFERENCE STARTS.

FAXED
1.29.14

Confirmed by: Paul Llano

INVITATION FOR BID

ISSUING OFFICE:

GENERAL SERVICES AGENCY
GOVERNMENT OF GUAM
148 ROUTE 1, MARINE DRIVE
PITI, GUAM 96915

for: Pedro F. Sant Nicolas

CLAUDIA S. ACFALLE
Chief Procurement Officer

DATE ISSUED: 01/24/14

BID INVITATION NO: GSA-011-14

BID FOR: **Department of Public health and Social services**

SPECIFICATION: See Attached

DESTINATION: Nutrition Services for the Comprehensive Management, Operations, & Maintenance of the Elderly Nutrition Program, Home-Delivered Meals Component.

REQUIRED DELIVERY DATE: Initial contract period is upon signing of the contract for a period of (1) one year, with the option to renew for (2) two additional years, based upon availability of funds and satisfactory performance. *as per amend #3 - a maximum number of days that will be provided for the transition period is 30 DAYS from the bid award date.*

INSTRUCTION TO BIDDERS:

INDICATE WHETHER: INDIVIDUAL PARTNERSHIP CORPORATION


INCORPORATED IN: 1995, Guam

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time)10:00 am Date:2/10/14 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.

Amendment #2 - Amend to extend bid date & time to new read: 2/12/14 10:00 Am
Amendment #4 - Amend to extend bid date & time to new read: 2/10/14 10:00 Am

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 60 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.
PO 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:

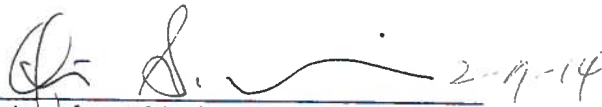
SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS CONTRACT:

AFFIDAVIT RE ETHICAL STANDARDS

TERRITORY OF GUAM)
) ss.
HAGATNA, GUAM)

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

The affiant is the offeror [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).

 2-17-14

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 7th day of Feb., 2014.


NOTARY PUBLIC
My commission expires April 02, 2016.

MANDI DANYLLE MUNC.
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: April 02, 2016
P.O. Box 20701 Barrigada, Guam 96921

AFFIDAVIT re NO GRATUITIES or KICKBACKS

TERRITORY OF GUAM)
) ss.
HAGATNA, GUAM)

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

1. The name of the offering firm or individual is [state name of offeror company] SH Enterprises, Inc.. Affiant is the offeror [state one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal.

2. To the best of affiant's knowledge, neither affiant, nor any of the offerors officers, representatives, agents, subcontractors, or employees have violated, are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107(e). Further, affiant promises, on behalf of offeror, not to violate the prohibition against gratuities and kickbacks as set forth in 2 GAR Division 4 § 11107(e).

3. To the best of affiant's knowledge, neither affiant, nor any of the offerors officers, representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback, gratuity or offer of employment in connection with the offerors proposal.

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offerors officers, representatives, agents, subcontractors, and employees.

[Handwritten Signature] 2-17-14

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 7th day of Feb., 2014.

[Handwritten Signature]

NOTARY PUBLIC
My commission expires April 02, 2016.

MANDI DANYLLE MUNOZ
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: April 02, 2016
P.O. Box 20701 Barrigada, Guam 96921

Eddie Baza Calvo
Governor



GENERAL SERVICES AGENCY
Government of Guam
148 Route 1 Marine Drive Corp
Piti, Guam 96915

Ray Tenorio
Lt. Governor


Benita Manglona
Director, Dept. of Admin.

Anthony C. Blaz
Deputy Director

Special Provisions

Restriction against Sex Offenders Employed by service providers to
Government of Guam from working on Government Property.

If a contract for services is awarded to the bidder or offeror, then the service provider must warranty that no person in its employment who has been convicted of a sex offense under the provisions of chapter 25 of Title 9 of Guam code Annotated or of an offense defined in Article 2 of chapter 28 of Title 9 of the Guam Code annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of the service provider while on government of Guam property, with the exception of public highways. If any employee of a service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the Government of the conviction within twenty-four (24) hours of the conviction, and will immediately remove such convicted person from providing services on government property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the government will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four (24) hours of notice from the Government, and the service provider shall notify the Government when action has been taken. If the service providers fail to take corrective steps within twenty-four (24) hours of notice from the Government, then the Government in its sole discretion may suspend temporarily and contract for services until corrective action has been taken.

 2-7-14
Signature of Bidder Date

Proposer, if an individual;
Partner, if a partnership;
Officer, if a corporation.

Subscribed and sworn before me this 7th day of Feb., 2014


Notary Public

MANDI DANYLLE MUNOZ
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: April 02, 2016
P.O. Box 20701 Barrigada, Guam 96921

Eddie Baza Calvo
Governor



GENERAL SERVICES AGENCY
Government of Guam
148 Route 1 Marine Drive Corp
Piti, Guam 96915

Ray Tenorio
Lt. Governor

Benita Manglona
Director, Dept. of Admin.

Anthony C. Blaz
Deputy Director

AFFIDAVIT re NON-COLLUSION


TERRITORY OF GUAM)
) ss.
HAGATNA, GUAM)

I, 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] JH Enterprises, Inc.

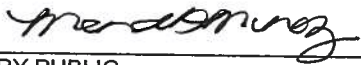
2. The proposal for the solicitation identified above is genuine and not collusive or a sham. The offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other offeror or person, to put in a sham proposal or to refrain from making an offer. The offeror has not in any 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 7th day of Feb., 2014.


NOTARY PUBLIC
My commission expires April 02, 2016.

MANDI DANYLLE MUNOZ
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: April 02, 2016
P.O. Box 20701 Barrigada, Guam 96921

AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION

TERRITORY OF GUAM)
) SS:
 HAGATNA, GUAM)

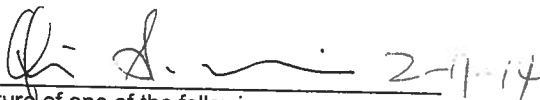
- A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the offeror and that [please check only one]:
- [] The offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.
- [X] The offeror is a corporation, partnership, joint venture, or association known as _____ [please state name of offeror company], and the persons, companies, partners, or joint venturers who have held more than 10% of the shares of 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>PO Box 9730, Tam, Guam</u>	<u>49%</u>
<u>Hui Sook Min</u>	<u>PO Box 9730, Tam, Guam</u>	<u>49%</u>
<u>Sue Kim</u>	<u>#3 Olympia, Condo Tamuning, Guam</u>	<u>2%</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>None</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 7th day of Feb, 2014.


 NOTARY PUBLIC
 My commission expires 04/02/2014

MANDI DANYLLE MUNOZ
 NOTARY PUBLIC
 In and for Guam, U.S.A.
 My Commission Expires: April 02, 2016
 P.O. Box 20701 Barrigada, Guam 96921

AFFIDAVIT re CONTINGENT FEES

TERRITORY OF GUAM)
) SS:
HAGATNA, GUAM)

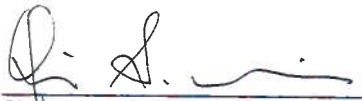
I, Hui Sook Min [state name of affiant signing below], being first sworn, deposes and says that:

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 § 11108(f). 4

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(f).

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.

 2-17-14

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 7th day of Feb., 2014


NOTARY PUBLIC
My commission expires 04/02/2016

MANDI DANYLLE MUNOZ
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: April 02, 2016
P.O. Box 20701 Barrigada, Guam 96921

GOVERNMENT OF GUAM

GENERAL SERVICES AGENCY
148 Route 1, Marine Corp. Drive
Piti, Guam 96915

*Note: "Complete" Bid # KIC 13329-B
DID 2/14/2014 Received at GSA
Superagency
C. J. [Signature] 2/14/14*

BID BOND
NO. KIC-13329-B

KNOW ALL MEN BY THESE PRESENTS that SH ENTERPRISES, INC., as Principal hereinafter called the Principal, and (Bonding Company), DONGBU INSURANCE CO., LTD. A duly admitted insurer under the laws of the Territory of Guam, as Surety, hereinafter called the Surety are Held firmly bound unto the Territory of Guam for the sum of 15% OF TOTAL BID AMOUNT Dollars (\$ 15% OF TOTAL BID AMT) for Payment of which sum will and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for (identify project by number and brief description)

GSA-011-14 NUTRITION SERVICES FOR THE COMPREHENSIVE MANAGEMENT, OPERATIONS AND MAINTENANCE OF THE ELDERLY NUTRITION PROGRAM, HOME DELIVERED MEALS COMPONENT

NOW, THEREFORE, if the Territory of Guam shall accept the bid of the Principal and the Principal shall enter into a Contract with the Territory of Guam in accordance with the terms of such bid, and give such bond or bonds as may be specified in bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Territory of Guam the difference not to exceed the penalty hereof between the amounts specified in said bid and such larger amount for which the Territory of Guam may in good faith contract with another party to perform work covered by said bid or an appropriate liquidated amount as specified in the Invitation for Bids then this obligation shall be null and void, otherwise to remain full force and effect.

Signed and sealed this 6TH day of FEBRUARY 2014

SH ENTERPRISES, INC.

[Signature]

(PRINCIPAL) (SEAL)

(WITNESS)

(TITLE)

JEONG NAM KIM
(MAJOR OFFICER OF SURETY)

PRESIDENT & CEO
(TITLE)

[Signature]

JONGYONG CHOI
(MAJOR OFFICER OF SURETY)

SR. EXECUTIVE VP
(TITLE)

MOYLAN'S INSURANCE UND., INC.
(RESIDENT GENERAL AGENT)

[Signature]

CECILIA A. ANAS, ATTORNEY-IN-FACT

MANDATORY FEDERAL PROGRAM FORMS. The purchasing agency is providing the additional Mandatory Federal Program form samples. They must be completed and included with the IFB. The forms are attached in Section XV. Appendix of Mandatory Forms. *Failure to complete and submit the forms will automatically disqualify the Bidder submission to this IFB, as being non-responsive.* Furthermore, all Mandatory Federal Program forms submitted by the Bidder/Vendor awarded the contract will be open to public inspection and copying. The Mandatory Federal Program forms include the following:

1. Limited English Proficiency Certification;
2. Certification of Non-Discrimination;
3. Civil Rights Requirements;
4. Certification as to Lobbying;
5. Certification Regarding Debarment; and
6. Compliance with Federal Laws and Regulations.

**LIMITED ENGLISH PROFICIENCY CERTIFICATION
FOR INVITATION FOR BID NO. GSA-011-14**

Limited English Proficiency Certification

I certify that Limited English Proficiency persons have meaningful access to any services under any developed (if applicable) program(s). National origin discrimination includes discrimination on the basis of Limited English Proficiency (LEP). Meaningful access may entail providing language assistance services, including oral and written translation when necessary.

SUBMITTED BY:
SH Enterprises, Inc.



2-7-14

Signature:	Date:
Name:	Title:
Hui Sook Min	Vice President
Agency:	
SH Enterprises, Inc.	
P.O. Box 9730, Tamuning, Guam 96931	

Instructions: Bidders/Vendors need to sign and submit this form with this IFB.

**CERTIFICATION OF NON-DISCRIMINATION
FOR INVITATION FOR BID NO. GSA-011-14**

Certification of Non-Discrimination

Contractor agrees that:

It will comply, with and will insure compliance by its sub-grantees and contractors with the non discrimination requirements of the following statutes and regulations:

- Omnibus Crime Control and Safe Streets Act of 1968, as amended, and 42 U.S.C. 3789(d) which prohibits discrimination on the basis of race, color, national origin, religion, or sex in the United States Department of Justice funded programs or activities;
- Title VI of the Civil Rights Act of 1964, and 42 U.S.C. §2000d which prohibits discrimination on the basis of race, color or national origin in the United States Department of Justice funded programs or activities;
- Section 504 of the Rehabilitation Act of 1973, and 29 U.S.C. §794 which prohibits discrimination on the basis of disability in U.S. D.O.E. funded programs or activities;
- Title II of the Americans with Disabilities Act (ADA) of 1990, and 42 U.S.C. §12132, as it relates to discrimination on the basis of disability in the United States Department of Justice funded programs or activities;
- Title IX of the Education Amendments of 1972, and 20 U.S.C. §1681 as it relates to discrimination on the basis of sex the United States Department of Justice funded training or educational programs;
- The Age Discrimination Act 1975, and 42 U.S.C. §6102, as it relates to services discrimination on the basis of age the United States Department of Justice funded programs or activities.

No person shall, on the grounds of race, color, religion, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in connection with any program or activity funded in whole or in part with funds made available under this title from the U.S. Department of Health and Human Services. The applicant agency also certified that, if required to formulate an Equal Employment Opportunity Plan (EEO), in accordance with 28 CFR 42.301 et seq., it will maintain a current one on file. Non-compliance with the discrimination regulations may result in the suspension or termination of funding.

In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, sex, or disability against a recipient of Federal funds, or any sub-grantee or contractor of that recipient, a copy of such findings must be forwarded to the United States of Department of Health and Human Services.

If your offeror is required to develop an EEO and your offeror has received a single award for \$500,000 or more in grant funds, whether directly from the U.S. Department of Health and Human Services or indirectly from a state or local agency as a sub-recipient, your agency must submit a copy of the subject EEO to the U.S. Department of Health and Human Services for their review and approval.

SUBMITTED BY: **SH Enterprises, Inc.**

Signature of Authorized Official: [Signature] Date: 2-7-14

Name of Authorized Official: **Hui Sook Min**

Name of Offeror: **Hui Sook Min**

Instructions: Bidder/Vendors need to sign and submit this form with this IFB.

**CIVIL RIGHTS REQUIREMENTS
FOR INVITATION FOR BID NO. GSA-011-14**

Civil Rights Requirements

Contractor: SH Enterprises, Inc.

Civil Rights Contact Person:

Cora P. Gatmen

Title/Address:

Sales & Purchasing Manager

P.O. Box 9730

Tamuning, Guam 96931

Telephone Number:

(671) 649-2956 / 0521

Number of persons employed by the offeror unit:

04

(4)

Instructions: Bidders/Vendors need to sign and submit this form with this IFB.

**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 (5GCA, 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 (5GCA, 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 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.
- [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 Treasure 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.
- [X] 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 40 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 such bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
- Pre-award inspection of the bidder's facility may be made prior to the award of contract. Bids will be considered only from firms which are regularly engaged in the business of providing goods and/or service as described in this bid with a good record of performance for a reasonable period of time and have sufficient financial support, equipment and organization to insure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated. The terms "equipment or organization" as used herein shall be construed to mean a fully equipped and well established company in line with best business practices in the industry and as determined by the proper authorities.
- [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 to reject all such bids.

[] 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.

[X] 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 a 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 indication 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.
- [] 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. **TERMINATION FOR CONVENIENCE:** Any termination order for the convenience of the Government issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101.10 of the Government Procurement Regulations.
- [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. **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 40 (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(9) (a).

[X] 41. **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] 42. Contract will be cancelled if funds not appropriated or insufficient, and that government will timely inform contractor. R 3121(e)(1)(C) and R 3121(e)(1)(D)

[] 43. If cancelled, contractor will be reimbursed unamortized reasonably incurred non-recurring costs. R 3121(e)(1)(G)

[X] 44. **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: Cora P. Gatmen

Title: Sales and Purchasing Mgr.

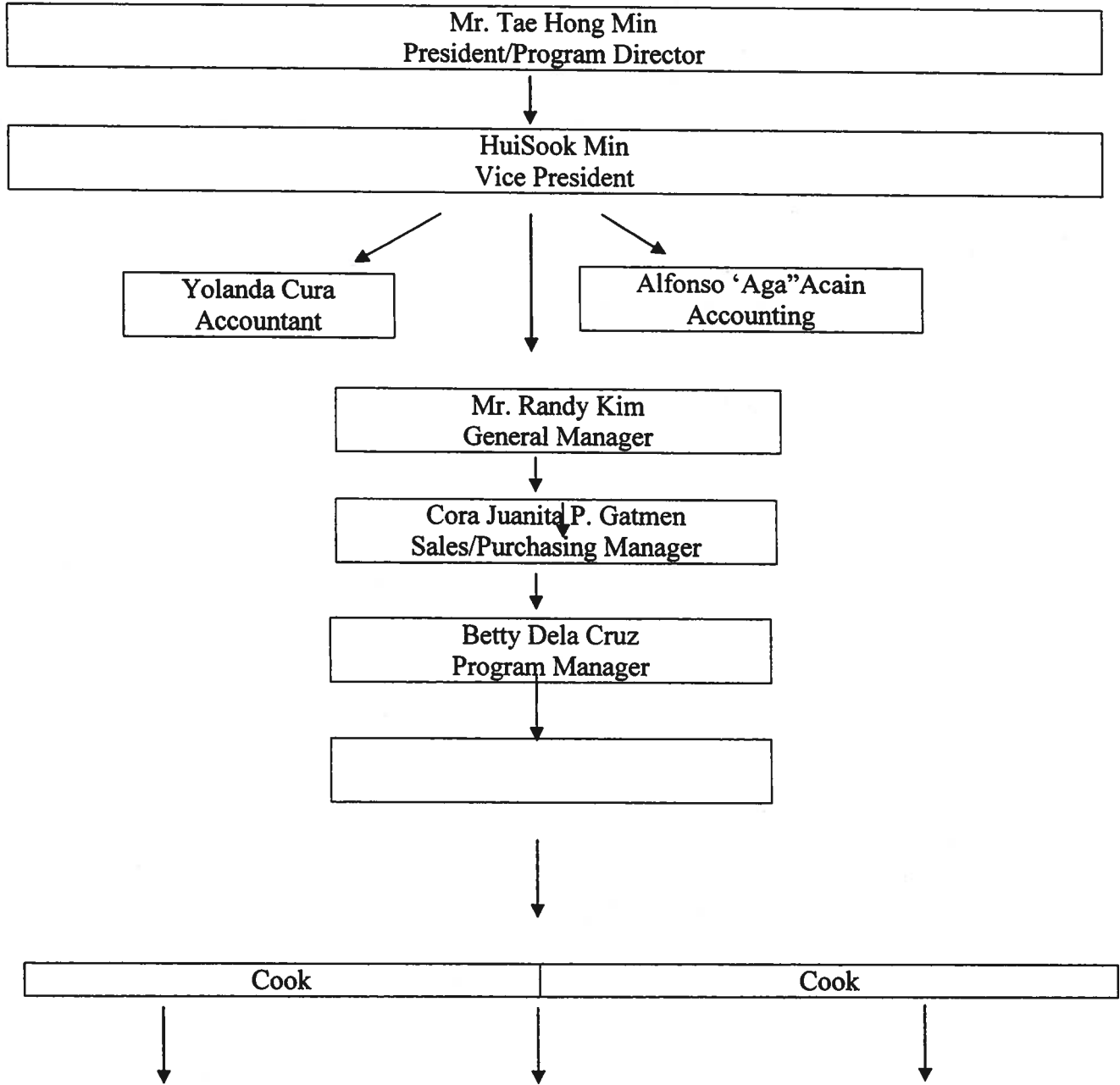
Address: P.O. Box 9730

Telephone: 649-2956 / 0521

Tamuning, Guam 96931



SH ENTERPRISES, INC. ORGANIZATION CHART



Kitchen Helper / Preparatory	Kitchen Helper / Preparatory	Kitchen Helper / Preparatory
Driver / Delivery	Driver / Delivery	Driver / Delivery
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TAE HONG MIN
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TAMUNING, GUAM 96931
SUITE #11 OLYMPIA CONDO, TAMUNING, GUAM
HOME (671) 646-6776; WORK (671) 649-0521; MOBIL (671) 777-2805

PERSONAL DATA:

September 03, 1958 : Born in Seoul, Korea
June 01, 1988 : Immigrated to Guam
Social Security Number : 586-86-6200
Citizenship : U.S. Citizen

EDUCATION:

- February 25, 1985-Graduated from Dong-guk University in Seoul, Korea with a Bachelors Degree of Public Administration

WORK EXPERIENCE:

- March 01, 1985-February 15, 1986-Worked for Heung-guk Life Insurance Co. in Korea
- February 25, 1986-May 19, 1988-Worked for Central Daily News in Seoul, Korea
- February 01, 1990-April 16, 1991- Operated Pacific Island Service as a self-employed ship chandler for Korean Fishing Boats
- March 05, 1992-May 12, 2003-Operated Oka Market as a grocery store in Tamuning, Guam
- June 01, 1992-September 15, 1997-Operated Hollywood Gift Shop in Tamuning, Guam as a President
- April 15, 1995-April 14, 2000-Operated California Supermarket in Tumon, Guam as a President
- October 01, 1998-Present-Operating California Mart in Tamuning, Guam as a President
- March 04, 2008-Present-Providing Food Catering Services to D.O.C of Guam

EXTRA CURRICULAR ACTIVITIES:

- May 25, 2008-Present-Serving as a Chairman of the Board of Korean School of Guam
- October 06, 2006-September 27, 2008-Served as a Vice-President for Korean Chamber of Commerce of Guam
- June 01, 2002-May 31, 2004-Served as a Public Relations Director for Korean Association of Guam

HUI SOOK MIN
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HOME (671) 646-6776; WORK (671) 649-9521; MOBIL (671) 777-2806

PERSONAL DATA:

February 12, 1960 : Born in Seoul, Korea
May 29, 1986 : Immigrated to Guam
Social Security Number: 586-80-6581
Citizenship : U.S. Citizen

WORK EXPERIENCE:

- June 01, 1986-June 17, 1989-Worked as an Insurance Clerk at Young's Insurance Agency.
- July 01, 1989-September 30, 1992-Worked as an Insurance Underwriter & Agent at Universe Insurance Underwriters/John Hancock Life Insurance Co.
- June 01, 1992-September 15, 1997-Worked as a Vice-President at Hollywood Gift Shop
- April 15, 1995-April 14, 2000-Worked as a Vice-President at California Supermarket Tumon, Guam
- October 01, 1998-Present-Working as a Vice-President at California Mart Tamuning, Guam
- October 01, 1998-September 25, 2001-Operated Coco's Restaurant in Tamuning, Guam
- April 26, 1999-February 15, 2001-Operated Mao Mao Chinese Fast Food at the Plaza Tumon, Guam
- April 26, 1999-March 10, 2000-Operated Mr. Pizza Fast Food at the Plaza Tumon, Guam
- March 08, 2004-Present-Providing Food Catering Services to the Department of Corrections of Guam

EXTRA CURRICULAR ACTIVITIES:

- June 04, 1993-May 31, 1995-Served as a Public Relations Officer for the Korean Women's Association of Guam
- June 01, 1995-May 25, 1997-Served as a Public Relations Officer for the Korean Women's Association of Guam
- June 01, 2009-Present-Serving as a Public Relations Officer for the Korean Women's Association of Guam