

51

INVESTMENT MANAGEMENT
AND
PLAN ADMINISTRATION SERVICES AGREEMENT

This Investment Management and Plan Administration Services Agreement ("Agreement") is made as of the 21st day of AUGUST, 2009 ("Effective Date"), by and between the Board of Trustees of the Government of Guam Retirement Fund ("Fund"), whose office address is 424 Route 8, Maite, Guam 96927 and Great -West Life & Annuity Insurance Company with offices at 8515 East Orchard Road, Greenwood Village, CO 80111, U.S.A ("Great-West").

WHEREAS, the Fund intends to engage the professional services of Great-West to provide plan administration services to assist in the administration of the Defined Contribution Retirement System ("401(a) Plan"), the 457 Deferred Compensation Plan ("457 Plan"); and the Welfare Benefit Plan for the Defined Contribution Retirement System of the Government of Guam Retirement Fund (each, a "Plan" or 401(a) Plan, 457 Plan and Welfare Benefit Plan, collectively as "Plans");

WHEREAS, the professional services to be rendered are of a special nature and these services have been determined to be in the best public interest to be performed under contract by professional personnel rather than employees in the service of the Government of Guam;

WHEREAS, reference is hereby made to "Government of Guam Retirement Fund Request For Proposals for Investment Management and Plan Administration Services related to the 401(a) Defined Contribution Plan, 457 Deferred Compensation Plan and Welfare Benefit Plan (RFP No. GGRF-028-06) ("RFP") which RFP is incorporated herein by reference and made a part hereof, describing the type of services required and specifying the type of information required from each offeror and the relative importance of particular qualifications;

WHEREAS, Great-West submitted its proposal dated October 31, 2006, which among other things, included a Statement of Minimum Qualifications ("Statement") and disclosures and representations as set forth in its Affidavit ("Affidavit") submitted therewith in response to the RFP ("Proposal"), which Proposal is incorporated herein by reference and made a part hereof;

WHEREAS, in August 2008, the Board of Trustees of the Government of Guam Retirement Fund issued its notice of award to Great-West pursuant to its findings in reliance upon the disclosures and representations made and the information provided by Great-West, including but not limited to the disclosures, representations and information regarding its experience and expertise, that Great-West is qualified to provide the Services (as more particularly set forth in Section 1 hereinafter) sought; and

WHEREAS, the Fund serves as the Plan Administrator and named fiduciary of the Plans;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants herein contained, the Fund and Great-West hereby agree as follows:

1. Appointment

1.1 Great-West is hereby appointed to provide plan administration services to assist the Fund in administering the Defined Contribution Retirement System, the 457 Deferred Compensation Plan and the Welfare Benefit Plan for the Defined Contribution Retirement System ("Services").

1.2 Certain tasks to be carried out in connection with the performance of the Services are more particularly described in Sections 7, 8, 9, 10, 11 and 12 hereinafter; provided however, while the tasks listed in such sections represent tasks to be carried out by Great-West in the performance of the Services, the Services are not limited to the tasks so listed.

1.3 Great-West guarantees that in connection with the performance of the Services, it will meet certain standards and benchmarks, which standards and benchmarks are specified in its Service Level Guarantee, which is attached hereto as Exhibit A and made a part hereof. The Service Level Guarantee sets forth the terms and conditions of its guarantee with respect to certain performance standards and service benchmarks, including financial penalties to be paid if Great-West fails to comply with the specified standards and benchmarks. The Service Level Guarantee is intended to provide additional assurances to the Fund and shall in no way reduce or diminish the scope of the Services as described in Section 1.1 above; the Services are not limited to the services subject to the standards or benchmarks in the Service Level Guarantee. The payment of a financial penalty shall not excuse any failure of Great-West in the performance of the Services nor waive any breach of this Agreement, and shall in no way preclude or diminish any remedies to which the Fund is entitled.

2. Acceptance of Appointment

Great-West accepts its appointment as the provider of the Services and shall be responsible for the professional and technical accuracy of all work done under this Agreement and shall devote its best efforts to the duties and responsibilities under this Agreement. All duties and responsibilities under this Agreement shall be performed in a professional, prudent and competent manner in accord with acceptable standards for the profession of Great-West. Great-West shall perform all Services as an expert in defined contribution/deferred compensation administration and with the standard of care of a prudent person generally charged with such administrative duties. With respect to the Services, Great-West shall provide the plan administration services through Great-West Retirement Services, a unit of Great-West.

3. Term and Termination

3.1 This Agreement, subject to Termination for Convenience set forth in Section 3.2 hereinafter, shall be for a period of five (5) years, which period shall commence on the Effective Date of this Agreement ("Initial Term"). The Fund shall have the option to extend the term of the Agreement for an additional period of five year(s) ("Renewal Term") upon exercising such option by giving written notice to Great-West no less than sixty (60) days prior to the end of the Initial Term.

3.2 Pursuant to Guam Administrative Rules §6101(10), when the interest of the Fund or the Territory of Guam so require, the Fund may terminate this Agreement in whole or in part,

for the convenience of the Fund or the Territory of Guam ("Termination for Convenience"). The Fund shall give written notice of the termination to Great-West specifying the part of the Agreement terminated and when termination becomes effective. Great-West shall incur no further obligations in connection with the terminated services hereunder and on the date set forth in the notice of termination, Great-West shall stop its Services to the extent specified in the written notice from the Fund.

3.3 Upon expiration of the Term, or Termination for Convenience, or termination of the Services for any reason, investment balances for all Plan participants will be provided to assure appropriate account balances within thirty (30) business days of termination of the Agreement in the Great-West recordkeeping system's standard format. Participant statements and Employer Plan Summaries will be provided up to and including the statement for the last calendar quarter of this Agreement. In the event another service provider shall provide services to the Fund with respect to the investment management and plan administration services, Great-West shall cooperate with the Fund to assure a smooth transition upon relinquishing responsibility for the Services, the conclusion of its services hereunder or termination of this Agreement.

4. Fees and Charges

4.1 The fee for the Services provided hereunder, shall be 0.24% of total participant account balances ("Total Participant Account Balances" as defined hereinafter) per annum ("Fee") which Fee will be billed to the Fund for each Plan in the amount of 0.06% of Total Participant Account Balances per quarter. Provided however, when Total Participant Account Balances reach or exceed three-hundred million dollars (\$300,000,000) in a calendar quarter, the Fee for the next calendar quarter and all times thereafter, shall be reduced to 0.20% of Total Participant Account balances per annum which will be billed to the Fund in the amount of 0.05% of Total Participant Account Balances per quarter. Each billing statement from Great-West shall set forth the manner in which the Fee was calculated for the prior quarter, including the applicable Total Participant Account Balance for such quarter. "Total Participant Account Balances" shall mean the sum of all participant account balances in the Plans calculated as of the last calendar day of a calendar quarter. In the event the Fund has not paid Great-West the amount owed within sixty days (60) days after the date of receipt of the invoice by the Fund, the Fund hereby instructs Great-West to collect the deficit from participant account balances.

4.2 If the Fund engages a custodian or trustee which engagement requires a material change in the Services to be provided pursuant to the Agreement, Great-West reserves the right to propose to modify its Fee which modification shall be subject to the acceptance and written agreement of the Fund.

4.3 In the event Great-West, and/or one or more of its affiliates, receives fees from mutual fund families and other investment providers, such amounts received each calendar quarter will be remitted by Great-West to the Fund within forty-five (45) days after the end of the prior calendar quarter; each such payment shall be accompanied by a written report with respect to fees received (from mutual fund families and other investment providers) and remitted, identifying the source and amount of such fees and the manner in which the amount that was allocated and remitted to the Fund was calculated or determined by Great-West. Great-West

shall provide information and documentation to substantiate and account for the remittance to the Fund of all such fees received by Great-West and any of its affiliates.

4.4 If the Fund directs Great-West in writing to assess a mutually agreeable per participant fee, asset fee, or combination fee to participants' account balances, such fees shall be deposited into an unallocated trust assets account to be used for Plan purposes as set forth in the Plan document and as directed in writing by the plan sponsor.

4.5 Great-West will charge participants a \$50 loan origination fee which will be deducted from the amount of each loan processed. In addition, a \$25.00 annual maintenance fee per loan will be charged and deducted from a Plan participant's account in an amount of \$6.25 per quarter. Should a Plan participant request an overnight delivery, wire transfer or Automated Clearinghouse (ACH), the Plan participant will be charged the current fee for the service requested. No other fees related to any loan may be charged by Great-West without the prior written consent of the Fund.

4.6 There will be no front-end charges, no back-end charges or market value adjustments to participants' account balances. In addition, there will be no liquidity restrictions or penalties on participant transfers or withdrawals, except for those charges, if applicable, as may be imposed by any stable value fund provisions and/or mutual fund specific short-term trading fees.

5. Representations and Warranties of Great-West

5.1 Great-West represents and warrants that Great-West (i) meets all of the qualifications required by the RFP; (ii) the statements, disclosures, certifications, representations, warranties and/or information set forth in the Proposal, including but not limited to the Statement and the Affidavit, were accurate and complete as of the date of the submission of the Proposal, remain accurate and complete as of the date hereof and shall remain accurate and complete at all times during the Term of this Agreement and (iii) Great-West is duly qualified to conduct business in the Territory of Guam;

5.2 Great-West represents and warrants that (i) currently GWL & A Financial Inc. is the sole shareholder of Great-West; (ii) it will promptly notify the Fund if there is a change of 25% or more in the ownership of Great-West; and (iii) it shall promptly inform the Board of any material change in the nature of its present organization or business, including any changes in key personnel assigned to the Plan that would affect its qualifications to provide the Services, including those persons listed in its Proposal as designated by Great-West to provide the required Services;

5.3 No person has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to this Agreement, the RFP or the Proposal.

5.4 Great-West has not violated, is not violating, and will not violate the prohibition against gratuities and kickbacks set forth in Title 2, Division 4, Chapter 11, Section 11107 of the Guam Administrative Rules concerning gratuities and kickbacks;

5.5 Great-West has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this Agreement;

5.6 The fee to be paid under this Agreement was independently arrived at without collusion;

5.7 Great-West has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in Title 5, Division 1, Chapter 5, Article 11 of the Guam Code Annotated concerning ethics in Public Contracting and in Title 2, Division 4, Chapter 11 of the Guam Administrative Rules;

5.8 Great-West represents and warrants that no person providing services on behalf of Great-West has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, or an offense in another jurisdiction with, at a minimum, the same element as such heretofore cited offenses, or who is listed on the Sex Offender Registry;

5.9 Great-West warrants that if any person providing services on behalf of Great-West is providing services on Government of Guam property and is convicted after the Effective Date of this Agreement, Great-West will notify the Board of the conviction within twenty-four (24) hours of the conviction, and will immediately remove such convicted person from providing services on Government of Guam property;

5.10 Great-West represents and warrants that it has reviewed and received a copy of the Statement of Investment Policy, Objectives and Operating Guidelines ("Investment Policy Statement") adopted by the Fund and has the ability to, and at all times during the Term hereof, shall administer a fund line-up of investment options selected by the Fund that are in compliance with the Investment Policy Statement;

5.11 Great-West represents and warrants that it has knowledge of and shall comply with all applicable Guam laws and federal laws and regulations governing governmental retirement plans and investment options; and

5.12 Great-West represents and warrants that it has accurately and fully disclosed all fund expenses and revenue sharing arrangements associated with all funds made available to the Fund, including any 12b-1 fees and any other fees or "kickbacks" that would be provided by a fund to Great-West, and disclosed whether Great-West or any related company has a proprietary interest in any of the funds proposed by Great-West to the Fund and shall annually provide affirmation in writing of the foregoing;

5.13 Great-West represents and warrants that it is able to administer a fund line-up of investment options selected by the Fund that are in compliance with the Investment Policy Statement.

6. Confidentiality

6.1 All non-public information, tangible or intangible, and in any form or medium, regarding the Government of Guam Retirement Fund, its Board of Trustees, any of its plans or

participants, including but not limited to, the names, addresses, social security numbers, financial information and compensation data ("Confidential Information") shall be treated as confidential and shall not be disclosed by Great-West or any Great-West affiliate to third parties without the prior written consent of the Fund, except as required by law or in the performance of the Services by Great-West. Confidential Information may be disclosed only to those directors, officers, employees, consultants, representatives of Great-West (each a "Representative") who need to know in order for Great-West to provide the Services pursuant to this Agreement. Disclosure of Confidential Information may be made to such Representative only after the Representative has been informed of the confidential nature of such information and has agreed to be bound by the terms of the non-disclosure and confidentiality provisions of this Agreement.

6.2 Great-West shall not use, and shall insure that any Great-West affiliate, shall not use, any Confidential Information except for the sole purpose of providing the Services under this Agreement. Great-West shall take all reasonable precautions to maintain the confidentiality of the Confidential Information.

6.3 Any third-party retained by Great-West, upon the prior written approval of the Fund, to provide any part of the Services under this Agreement and who has access to Confidential Information, shall agree in writing to be bound by non-disclosure and confidentiality provisions, and prohibitions against the use of any Confidential Information, other than in connection with the provision of the Services.

6.4 Notwithstanding any permissible sharing of information under applicable law as may be referred to in any privacy notice of Great-West, Confidential Information shall not be shared by Great-West with any person or party for purposes other than in connection with the performance of the Services.

6.5 At all times, Great-West shall protect Confidential Information, insure data integrity and access to plan information by the Fund and plan participants. Great-West shall maintain, monitor and test business continuity and disaster recovery policies and procedures to ensure business continuity in the event of any significant disruption so as to minimize the impact of any disruption to the performance of the Services. In the event Great-West becomes aware of any data breach to its records which may impact the Fund or Confidential Information, Great-West shall promptly notify the Fund of such data breach and actions taken or to be taken in response to such data breach.

6.6 The obligations of Great-West set forth in this Section 6 shall survive the termination of this Agreement.

7. Investment Management and Plan Administration Services for Defined Contribution Retirement System Plan and 457 Deferred Compensation Plan

The following represents tasks to be carried out by Great-West in connection with performance of the Services, but the Services to be performed are not limited to the tasks listed below.

7.1 Annual Plan Review. An Annual Plan Review will be provided by Great-West to the Fund, which will include, but is not limited to, information regarding:

- Plan overview
- Plan participation
- Asset allocation and diversification
- Participant activity
- Systems enhancements
- Strategic plan summary.

7.2 Annual Fund Performance Review. An Annual Fund Performance Review will be presented by Great-West to the Fund on an annual basis which will include an analysis prepared by an investment advisory affiliate of Great-West of the performance and key characteristics of the investment options included under the plan(s).

7.3 Client Service and Quality Assurance. Great-West shall, for purposes of maintaining client service and quality assurance, conduct an annual survey of plan participants. Great-West shall maintain policies and procedures to insure plan administration integrity and accuracy, shall regularly review current procedures for supervising, monitoring, measuring and evaluating plan performance; and make recommendations for improvement to Fund management and the Board of Trustees of the Fund.

7.4 Regulatory Services and Training. Great-West shall regularly review local and federal laws and regulations pertaining to the plans and their qualification and ensure that the plans follow appropriate law and regulation and shall:

- Review current plans and services and provide testing to ensure integrity and compliance with regulatory and legislative changes;
- Provide assistance with plan documentation design and summary plan description;
- Provide comprehensive training for Government of Guam Retirement Fund personnel and Plan Trustees regarding legal and regulatory requirements and fiduciary issues.

7.5 Recordkeeping and Administration. Great-West shall be responsible for all recordkeeping and administration of the Plans, including but not limited to:

- Daily administrative needs for the plan;
- Recordkeeping and administration for all Plan participants;
- Transfers/exchanges for plan participants, employer plan contributions;

- Providing administrative procedures and policies manual (in hard-copy and electronic version) to the Fund;
- Allocations to and investment of plan contributions;
- Reviewing transactions to ensure accuracy and minimize transaction errors;
- Identifying and handling forfeitures of nonvested amounts as provided under the Plan and in accordance with applicable law.

7.6 Reporting. Great-West shall:

- Periodically review quality, relevance and timeliness of current reports. Make recommendations on improving the reports;
- Provide periodic (including monthly) reports (in pdf and/or if available from Great-West, excel file formats) and annual Employer Plan Summary Reports of the plan performance;
- Provide participants with printed quarterly statements or electronically via the web-site upon a participant's election;
- Upon reasonable request, provide specific or more frequent report formats or services.

7.7 Communication and Education Services. Great-West shall:

- Conduct or arrange group presentations for employees to explain the plans;
- Provide quarterly communication and education programs for present, new and prospective plans' participants;
- Provide monthly orientation and training for new plan participants regarding asset allocation;
- Provide education tools that would help individual plan participants with financial planning;
- Provide annuity estimation comparisons for members deciding whether to transfer from the Government of Guam Defined Benefit Plan to the Government of Guam Defined Contribution Retirement System;
- Attend Fund Board of Trustees' meetings and report on current status and plan activities;

- If applicable and requested by the Fund, develop and carry out a plan to encourage employees to significantly reduce the amount invested in any stable value fund. As applicable, quarterly review with Fund management and the Board of Trustees the success of such plan.

7.8 Annual Certification and Review. Great-West shall:

- If applicable and requested by the Fund, certify annually to the Government of Guam Retirement Fund Board of Trustees that there are no situations where it may be to the benefit of Great-West to maintain a proportionally large stable value fund or a similar kind of fund;
- Annually review with Fund management and Board of Trustees, data on how a typical set of employees are investing their funds as well as the amounts they may be expected to have at retirement after 5, 10, 15 and 20 years.

7.9 Systems Capabilities and Hardware. Great-West shall:

- Review and update, if necessary, current system capabilities and hardware to maintain current and future growth of the plan(s)
- Ensure that a disaster recovery plan is in place and frequently tested; such testing is to be carried out at least quarterly;
- Maintain plan sponsor and participant history on the system in accordance with Great-West records retention policy and applicable law;
- Address system changes to the plan as legislatively mandated;
- Provide necessary hardware to provide communication and on-line access to Plan participant records;
- Annually review with Fund management and Trustees needed changes to systems capabilities and hardware.

7.10 Transition/Conversion. Great-West shall, if applicable:

- Provide a transition/conversion plan for the DCRS and 457 Deferred Compensation plans;
- Provide communication to all participants regarding transition/conversion.

7.11 Custodial or Trustee Services. Great-West, shall provide, if necessary, custodial or trustee services.

7.12 Audit Services. Great-West shall, upon instruction of the Fund, make available documents and records related to the Plan for audit purposes to the auditor appointed by the Fund

and shall be available to answer questions from such auditor during business hours, upon appointment.

8. Plan Administration Services for Welfare Benefit Plan for the Defined Contribution Retirement System

The following represents tasks to be carried out by Great-West in connection with performance of the Services, but the Services to be performed are not limited to the tasks listed below.

8.1 Client Service and Administration

- Provide technical assistance in review and preparing the necessary documentation for welfare benefits on behalf of the DCRS participant
- Act as a liaison between a third party provider and DCRS participant

8.2 Additional Administrative Functions

- Compute service vesting as required by third-party provider of welfare benefits
 - Provide contribution history on a participant as requested by third party provider
 - Respond to participant and employer questions and provide guidance about survivor death and pre-retirement disability benefits offered by the third party provider
 - Coordinate documentation and submission of necessary documents to third party provider with copies to the Fund of all communications to or from third party provider
- Serve as a liaison between third party provider, participant and employer in the processing of pre-retirement disability coverage
- Relay notification received by Great-West of the death of a disability participant to the third-party provider of welfare benefits.

9. Recordkeeping and Related Services

Great-West shall provide the following record-keeping and related services to the Fund and for the Plans as follows:

9.1 Participant Account Establishment

- Great-West will establish participant and related data on its recordkeeping system that includes, but is not limited to, indicative data (name, address, birth date, etc.).
- Great-West will provide assistance to coordinate the establishment of participant contribution processing to its recordkeeping system.

9.2 Participant Account Information

Participant account information will consist of the following:

- Participant indicative data when received by Great-West in good order at its Home Office as follows:
 - a. Name
 - b. Gender
 - c. Social Security Number
 - d. Mailing Address
 - e. Telephone Number
 - f. Date of Birth
- Current investment allocation for each investment option authorized by the Fund as Plan Sponsor (hereinafter as applicable, "Plan Sponsor").
- Current account balances of each participant in each investment option authorized by the Plan Sponsor.

9.3 Authorized Investment Options

9.3.1 Plan Sponsor has selected certain Great-West variable annuity options and a number of mutual funds, consisting initially of the investment options that Great-West is currently providing under this Agreement ("Authorized Investment Options").

9.3.2 Plan Sponsor may replace the Authorized Investment Options at any time, subject to the following:

- One replacement may be made to the Authorized Investment Options per year with no additional cost.

- In any extraordinary situation where Plan Sponsor determines that replacements need to be made more frequently than once per year, such replacement may be made with no additional charge.
- In all other situations where the Plan Sponsor requests replacement of investment options more frequently than once per year, an additional cost may be assessed to the Plan Sponsor as determined by mutual agreement.
- Sixty (60) days advance written notice of the intent by either party to add or terminate an investment option is required. Great-West will cooperate with the Plan Sponsor to terminate or add new investment options and Great-West will assist the Plan Sponsor in appropriately notifying Participants of any changes via participant quarterly statements. Great-West agrees that such replacement(s) in extraordinary situations will be made as soon as practicable, as agreed to by the parties. If any of the Authorized Investment Options are terminated in the future, and Plan Sponsor wishes to replace the terminated option(s), Plan Sponsor agrees to replace the terminated option(s) with an available fund from any fund company that currently has, or will enter into, a trading agreement with Great-West.

9.3.3 Designated Investment Option

- Plan Sponsor initially designates the Maxim Conservative Profile investment option for the 401(a) Plan and the Stable Return Premier investment option for the 457 Plan (“Designated Investment Option”) for amounts received from participants, including contributions, transfers and direct rollovers, without complete allocation instructions.
- The Designated Investment Option shall remain in effect for amounts received from participants, including contributions, transfers and direct rollovers, without complete allocation instructions until Plan Sponsor selects a new investment option.
- Once the participant provides complete allocation instructions in good order to Great-West, future contributions will be invested pursuant to such instructions. However, funds deposited into the Designated Investment Option will remain invested therein until the participant initiates transfer instructions.

9.4 Valuation of Participant Account Balances

Participant account balances will be accounted for as follows:

- Amounts that are not guaranteed as to principal or interest will be accounted for at their fair market value as of the close of each Business Day. The term “Business Day” is defined as any day, and only for as

many hours as, the New York Stock Exchange is open. All times stated in the Agreement refer to mainland United States Business Days and the Mountain Time Zone.

- Amounts receiving a guaranteed interest rate and a guarantee of principal will be accounted for at book value. Interest will be accounted for on a daily effective method.

9.5 Contributions, Transfers and Limitations

Purchases and sales of securities at the direction of Plan participants will be effected through a broker/dealer affiliate of Great-West. Instructions for the purchase, sale, exchange or transfer of shares on behalf of the Plan shall be transferred to GWFS Equities, Inc. for processing.

9.5.1 Contributions

- Great-West will upload the contributions it receives in good order from the Fund directly online to Great-West's recordkeeping system (currently called the "Plan Service Center") and will process them effective within two (2) Business Days (at that Business Day's unit value) provided that the source listing of contributions and data equals the total amount of the funds sent on the Official Receipt. Such funds must be sent via Automated Clearinghouse (ACH) within the Plan Service Center system functionality.
- In the event contribution data, including all loan payments, requires manual input by Great-West, such contribution data requiring manual processing will be processed in five (5) Business Days.
- In the event that the source listing of contributions and data does not equal the total amount of the funds on the Official Receipt provided by the Fund, Great-West will reject such contributions and data and will provide a report to the Fund in an excel spreadsheet format of the difference along with the Plan Service Center confirmation sheet. Effective within two (2) Business Days after the source listing of contributions and data equals the total amount of the funds sent on the Official Receipt, Great-West will upload and process the contributions directly online to Great-West's Plan Service Center and such funds must be sent via Automated Clearinghouse (ACH) within the Plan Service Center system functionality.
- Great-West will notify the Fund in writing in the event that it rejects contributions not received in good order and agrees to process any contributions that reject within the two-week pay period that the rejection occurred if contribution information and data are received in good order with the assistance of the Fund at least two (2) Business Days prior to the end of the two week period. For any rejected amount that has not been processed within the two-week pay period, Great-West will create a

default account according to Section 9.3.3, for the employee using the mailing address provided by the Fund.

- If the Fund remits contributions to Great-West for a participant whose termination date has previously been submitted to Great-West, the Fund hereby instructs Great-West as follows:

Where the Fund has submitted a rehire date prior to the contributions, then Great-West shall reactivate the participant's account and allocate the contributions accordingly;

Where the Fund has not submitted a rehire date prior to the contribution, then Great-West shall distribute the contributions in the same manner as the participant elected on the most recent full distribution request for up to twelve months following the date the distribution request was submitted to Great-West. If the trailing contributions are remitted after twelve months from the date the full distribution request was submitted to Great-West, then Great-West shall allocate the trailing contributions to the participant's account and the participant must complete a new distribution request.

9.5.2 Transfers

- Participant initiated transfers will be processed and effective the Business Day they are received at Great-West's Home Office, if received before the close of the New York Stock Exchange (typically 2:00 p.m. Mountain Time or such earlier time as may have to be implemented to comply with any applicable future law, rule or regulation).
- If transfers are received at Great-West's Home Office after the close of the New York Stock Exchange, transfers will be processed and be effective the next Business Day (or such earlier time as may have to be implemented to comply with any applicable future law, rule or regulation).

9.5.3 Transfer Limitations

- Plan Sponsor hereby acknowledges receipt of Great-West Procedures for Complying with Fund Company Market Timing and Excessive Trading Policies.

9.5.4 Data Format

In the event that the data file submitted by any agency for upload does not conform to the format requirements of the Plan Service Center (PSC), Great-West agrees to coordinate locally any necessary corrections to the format between the agency and Great-West to ensure that the data file becomes compliant.

9.6 Automated Voice Response System

- Participants will have access to a toll free, automated voice response system to inquire or make applicable changes with respect to their account from a touch-tone telephone.
- Inquiry services available from the automated voice response system will utilize share prices, unit values and account balances, which are as of the last calculated unit value/share price.
- The recordkeeping system is available 24 hours a day, except for routine maintenance of the system, which when necessary generally takes place on Sunday between the hours of 12:01 a.m. Mountain Time and 12:01 p.m. Mountain Time. However, the recordkeeping system may be unavailable at other times if necessary for maintenance.

9.7 Internet Site

- Participants will have access to a web site to inquire or make changes with respect to their account via the Internet.
- The web site is available 24 hours a day, except for routine maintenance of the system, which when necessary generally takes place on Sunday between the hours of 12:01 a.m. Mountain Time and 12:01 p.m. Mountain Time. However, access to the web site may be limited or unavailable during periods of peak demand, market volatility, systems upgrades, maintenance or for other reasons.

9.8 Client Service

Client service representatives will be available toll-free from Great-West's Home Office to answer participant questions and process applicable transactions requested between the hours of 7:00 a.m. Mountain Time and 6:00 p.m. Mountain Time each Business Day.

9.9 Plan Sponsor Access to Recordkeeping System

- Plan Sponsor may access online the recordkeeping system (currently called the "Plan Service Center") to inquire or make changes while administering the Plan.
- Representative(s) will be made available to assist and train employees of the Plan Sponsor in properly accessing and processing transactions on to the recordkeeping system as requested.
- The recordkeeping system is available consistent with the availability of the automated voice response system.

9.10 Reporting

9.10.1 Participant Statements

- Each participant will receive a statement of his/her account summarizing all activity for the previous calendar quarter, including:
 - Beginning and ending balances.
 - All transactions processed during the quarter, including contributions.
 - Interest or change in value.
 - Fees/Charges (if applicable).
 - Transfers and withdrawals for each of the investment options for the quarter.
- Participants will have the option to access such statements via the Electronic Filing Cabinet within the web site or continue to receive such statements via the mail. Participant statements will continue to be mailed for those participants who do not specifically elect to access their statements via the web site. However, if a participant elects to access his or her participant statement via the web site, no future participant statements will be mailed to that participant. For those participants who desire to change their election (from website to mail), future statements for those participants will be mailed each quarter after the election change.
- Such statements will be available on the website or mailed within fifteen (15) Business Days of the end of each calendar quarter, or within ten (10) Business Days after receipt of information in good order from third party sources, whichever is later. The parties acknowledge that the first quarterly statement may be available at a later date while records are being established.
- If participant statements are to be mailed, statements will be mailed to each participant's last known home address as provided by Plan Sponsor and/or Prior Recordkeeper.
- Additionally, a confirmation will be provided of every completed change. participants will also have access to their account activity via a voice response unit, KeyTalk[®], and the web site. Should notification of any errors on a participant's statement be received at the home office within ninety (90) days after the statement date, Great-West will retroactively correct the error(s). However, should errors not be identified within ninety (90) days of the statement date or if the errors have been made by the participant, Plan Sponsor or other third party, the error(s) will be corrected, but not made effective retroactively.

9.10.2 Employer Reporting

- The Plan Sponsor will receive an Employer Plan Summary Report summarizing plan level assets and participant account balances no later than thirty (30) Business Days after each calendar quarter end, or within ten (10) Business Days after receipt of information in good order from third party sources, whichever is later. However, the first report may be delayed beyond this thirty (30) Business Day period while records are being set up. The following plan information is outlined in the report:
 - (1) Account summary—a summarization of plan transactions and assets.
 - (2) Summarization of contributions processed.
 - (3) Withdrawals.
 - (4) Annuities purchased.
 - (5) Periodic payments.
 - (6) Investment option grand totals—summarizes both dollars and units/shares and plan activity.
 - (7) Investment option totals by money type—summarizes both dollars and units/shares and money type activity.
 - (8) Participant summary—report of account activity for each participant.
- History Report for Disability Contribution Payments
 - Great-West will provide a report of the dollar amount of the employee and employer contribution histories so that the long-term disability provider may calculate the applicable disability contribution payment for each participant on disability.
 - For each participant on long-term disability that Great-West receives official notification from the employee's department of retirement or termination or a death claim, Great-West will notify the Fund.
- Transaction History Report
 - Great-West agrees to provide a report to the Fund by payroll date listing of all employee and employer contributions transactions processed separately.
- Rollover Contributions

- Great-West agrees to provide a report listing rollover contributions processed for the 457 Plan and 401(a) Plan separately.

9.11 Benefits, Tax Withholding and Reporting

- Upon receipt of complete payment instructions from the Plan Sponsor by Great-West at its Home Office, benefit payments to participants and beneficiaries will be made within two (2) Business Days. For the purposes of this Agreement, "complete payment instructions" means that all of the requested information on the participant benefit request form has been completed along with the required signature(s). The benefit payments with respect to each participant account will be made, tax withheld and the tax reporting reported as follows:
 - (1) A record will be maintained of any distribution from the Plan made with respect to the participant and the reason for the distribution.
 - (2) Appropriate Guam income tax withholding and tax reporting that is applicable at the time of the distribution will be performed and sent to the participant or beneficiary for each benefit payment from the Plan with respect to the participant or beneficiary.
 - (3) The Guam income tax withholding will be forwarded to the appropriate tax entity(ies) and will be completed by the applicable due dates.
 - (4) Information will be provided to the appropriate tax entity(ies) annually showing an accounting of all participants who have received distributions during the previous calendar year.

9.12 Qualified Domestic Relations Orders (QDROs)

If the Plan accepts Qualified Domestic Relations Orders ("QDROs"), Plan Sponsor hereby instructs Great-West to complete an administrative review of all Plan Sponsor approved QDROs submitted on or after the effective date of this Agreement to ensure that Great-West can determine the amount of the alternate payee's award, mailing address and social security number. Great-West will establish an alternate payee account or process a distribution pursuant to the terms of the QDRO, the Plan and/or Internal Revenue Code requirements in effect on the date of the distribution, and a distribution request received in good order and in a manner satisfactory to Great-West. Plan Sponsor instructs Great-West to determine the amount due to the alternate payee based solely on the participant account records on Great-West's recordkeeping system.

9.13 Hardships. Great-West shall be responsible for the intake processing of unforeseeable emergency and hardship applications and shall insure that all proper documentation is submitted in connection with such applications, in compliance with the Internal Revenue Code. From its local offices in Guam, Great-West agrees to provide the Fund with an

informational assessment of the facts and circumstances of each application to be used as a guide for the Fund to make a determination.

9.14 Loans.

If loans are available under the Plan, Plan Sponsor agrees that all loans shall be account reduction loans repaid by payroll deduction (whether advance payments, multiple payments in any pay period) and consistent with the loan policy and the procedures established by the record keeper from time to time upon mutual agreement of the parties. Plan Sponsor agrees to provide a signature authorization for all participant loan requests. Participants will be subject to the fees in the loan documents.

9.15 Code Section 402(f) Notice.

Great-West shall provide the Internal Revenue Service Model Notice, as amended from time to time, to participants pursuant to Code Section 402(f).

10. Additional Responsibilities of Great-West

10.1 Representatives of Great-West assigned to perform services under this Agreement will be properly licensed, trained, qualified and supervised with respect to the conduct of their business activities.

10.2 Representatives of Great-West will provide information in a manner consistent with all applicable insurance and securities laws. However, information supplied to participants by Great-West shall not constitute "investment and/or tax advice" upon which the Fund may rely.

10.3 Great-West shall assure that no representative will discriminate with respect to investment options provided under the Plan. Representatives will give equal and fair representations when describing the various investment options available under the Plan.

10.4 Compensation to any representative of Great-West will not vary based upon investment options selected by any participant.

11. Educational Services and Presentations to Plan Participants

11.1 Great-West will provide participant educational and other materials regarding financial investing and retirement options. These materials may include, but are not limited to, newsletters, brochures, and as mutually agreed upon by the parties to this Agreement.

11.2 Great-West representatives will conduct group meetings at which some or all of the following will be discussed:

- Summary of the key provisions of the Plan
- Summary of investment options

- Services, including automated voice response system inquiry, retirement planning, and investment seminars
- Instructions on how to sign up for the Plan or request individual counseling sessions.

11.3 Upon request, representative(s) of Great-West will conduct prescheduled individual counseling sessions utilizing a participant paycheck analysis, an asset allocation model and retirement counseling services as approved by the Fund.

12. Designation of Local Contact and Attendance at Meetings

12.1 The Great-West Regional Director will attend monthly Fund board meetings, present a monthly report and address all inquiries, issues and concerns of the Fund and its staff. The Regional Director will also facilitate password re-set requests from the Fund's staff via Great-West Home Office staff.

12.2 Great-West shall designate a local contact person from the Great-West Guam offices to address inquiries, issues and concerns of the Fund board and staff.

12.3 The current Regional Director is Michael Perez who has also been designated as the local contact person for the Fund; Great-West will promptly notify the Fund in the event a new Regional Director or local contact person is assigned.

13. Fund Responsibilities

13.1 The Fund agrees to electronically make available (directly to the Great-West recordkeeping system, currently called the "Plan Service Center") information in electronic format regarding payroll deposits and the accounting of deposits among participants. Funds will be transmitted via ACH contained within the systems functionality. If any agency changes its reporting format for contribution reporting, Great-West may require that two (2) weeks advance notice will be given by the agency to test the new format before monies are remitted on the new file format; all notices shall be routed through the Great-West Guam office. If an agency does not provide two (2) weeks advance notice of the new reporting format, then contributions will be made effective two (2) Business Days from receipt of such monies sent in with the new file format.

13.2 The Fund authorizes that employees may be contacted by mail at (his/her) mailing or business address only for the purpose of obtaining information needed to perform the Services set forth in this Agreement.

13.3 The Fund agrees to provide information available to it as necessary and as requested by Great-West to perform the Services and its duties set forth in this Agreement.

13.4 The Fund shall use its best efforts, including, if necessary, the termination of a participating investment provider(s), to secure and maintain the cooperation of the participating investment provider(s) in providing the timely and accurate transmittal of data, including

providing daily interest rates and unit/share values, required by Great-West pursuant to its responsibilities to the Plan.

13.5 Should the Fund select a custodial or trust account, the trustee/custodian must be able to interface with the recordkeeping system in a "passive" role and all the monies must be sent to the omnibus custodial bank account. The Fund agrees to require trustee/custodian to provide information in the possession of trustee/custodian that is necessary for the performance of the recordkeeping duties under this Agreement.

13.6 The Fund agrees to facilitate the scheduling of group and individual presentations and to provide facilities at which both the Fund and Great-West mutually agree that satisfactory attendance can be expected.

13.7 The Fund shall furnish a list to Great-West (and from time to time whenever there are changes thereto) of the individuals authorized to transmit instructions to Great-West concerning the Plan and/or assets in Plan accounts, and directions in writing regarding the form of such instructions.

14. Bank Credit Disclosure

14.1 Great-West may earn credits and/or interest on Plan assets awaiting investment or pending distribution. Any credits or interest earned by Great-West are aggregated with credits and/or interest earned by Great-West affiliates and will be used to defray the aggregate expenses for the maintenance of bank accounts. Great-West will not retain credits and/or interest earned in excess of such maintenance expenses.

14.2 Credits and/or interest are earned from the use of (i) un-invested contributions received too late in the day or not received in good order to be invested same-day and (ii) proceeds from investment option redemptions where Plan distribution checks have not been presented for payment by Plan participants. Credits and/or interest (i) begin to accrue on contributions, on the date such amounts are deposited into the bank account and end on the date such amounts are invested pursuant to Plan participant instructions and (ii) begin to accrue on distributions, on the date the check is written or on the wire date, as applicable and end on the date the check is presented for payment or when the wire clears against the account, as applicable. Earnings of credits and/or interest are at the rate the bank provides from time to time.

15. Notices

Unless otherwise specified herein, all notices or instructions with respect to any matters contemplated by this Agreement shall be deemed duly given on the date delivered in writing to the party at the addresses below, or the date sent by facsimile transmission followed by the original document in the mail:

If to Great-West, to its Home Office:

Great-West Retirement Services, Executive Vice President
8515 East Orchard Road, 10T2
Greenwood Village, CO 80111

If to the Board of Trustees:

Government of Guam
424 Route 8
Maite, Guam 96927

Attention: Joe T. Agustin, Chairman, Board of Trustees

With a copy to: Paula M. Blas, Director, Government of Guam Retirement Fund

Either party may designate a different address by sending written notice to the other party, to be effective within 10 days of the date of the notice.

16. Contract Disputes

Any and all disputes or controversy which arise under, or by virtue of, this Agreement, including without limitation disputes and controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification, reformation, or rescission shall be governed by 5 Guam Code Annotated § 5427. The word *controversy* is meant to be broad and all-encompassing. It includes the full spectrum of disagreements from pricing of routine contract changes to claims of breach of contract.

All controversies between the parties which arise under, or by virtue of, this Agreement and which are not resolved by mutual agreement, shall be decided by the head of the Purchasing Agency (the Director of the Fund) within sixty (60) days after written request by Great-West for a final decision concerning the controversy; provided, however, that if the head of the Purchasing Agency does not issue a written decision, within sixty (60) days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then Great-West may proceed as if an adverse decision had been received. The head of the Purchasing Agency shall immediately furnish a copy of any decision to Great-West, by certified mail, return receipt requested, or by any other method that provides evidence of receipt, including (1) a description of the controversy; (2) a reference to pertinent contract provisions; (3) a statement of the factual areas of agreement or disagreement; and (4) a statement of the head of the Purchasing Agency's decision, with supporting rationale.

Decisions involving disputes having to do with money owed to or by the Fund pursuant to an awarded contract shall include a paragraph substantially as follows:

This is the final decision of the Fund. You may obtain judicial review of this decision by bringing an action in the Superior Court of Guam as provided in Title 5, Chapter 5, Article 9, Part D of the Guam Code Annotated.

Decisions involving all other disputes shall include a paragraph substantially as follows:

This is the final decision of the Fund. You may obtain review of this decision by bringing an administrative appeal to the Public Auditor in accordance with Title 5, Chapter 5, Article 12, Section 5706 of the Guam Code Annotated.

Any such decision of the head of the Purchasing Agency shall be final and conclusive, unless fraudulent, or Great-West brings (a) an action seeking judicial review of the decision involving disputes having to do with money owed to or by the Fund; or (b) an administrative appeal of the decision involving all other disputes. A decision of the Public Auditor is final unless a person adversely affected by the decision appeals to the Superior Court of Guam as provided in Title 5, Chapter 5, Article 9, Part D of the Guam Code Annotated. Great-West shall comply with any decision of the head of the Purchasing Agency and proceed diligently with performance of the Agreement pending final resolution by the Public Auditor or the Superior Court of any controversy arising under, or by virtue of, the Agreement, except where there has been a material breach of the contract by the Fund; provided, however, that in any event Great-West shall proceed diligently with the performance of the Agreement where the head of the Purchasing Agency has made a written determination that continuation of work under the Agreement is essential to the public health and safety.

17. Indemnification

Great-West, its successors and assigns, hereby agrees to indemnify, defend and hold harmless the Fund, the Board of Trustees of the Fund, the Director of the Fund, its or their affiliates, officers, directors, employees or authorized representatives, from and against, any and all claims, suits or proceedings, expenses, costs, reasonable attorneys fees, settlements, fines, judgments, damages, penalties or court awards incurred arising out of, relating to, or in connection with, traceable either directly or indirectly to, any and all acts and/or omissions of Great-West, its affiliates, agents, officers, directors, employees or authorized representatives, except to the extent Great-West was acting at the direction of the Fund.

18. Insurance

During the Term of this Agreement, Great-West will procure and maintain the following:

18.1 General Liability Insurance, with liability limits of not less than ten million dollars (\$ 10,000,000.00), providing coverage against claims for injuries to persons or damage to property, including contractual or other liability that may arise from work performed under this Agreement. Great-West shall name the Fund and the Plans as additional insureds and cause to be deposited with the Fund a copy of the insurance policy and deliver a certificate of insurance to establish compliance with this Sub-section 18.1.

18.2 Financial Institution Bond in an amount not less than twenty million dollars (\$ 20,000,000.00) against loss resulting from dishonest or fraudulent acts. Restitution to the Plans and the Fund will be made for any related loss incurred by the Plans or the Fund and subsequent claims will be paid to the Plans and the Fund for financial loss incurred which are

covered under the Financial Institution Bond. Great-West shall provide evidence of such financial institution/fidelity bond to the Fund.

18.3 Statutory workers' compensation benefits and employer liability coverage in the amount of one million dollars (\$ 1,000,000.00) bodily injury by accident and one million dollars (\$ 1,000,000.00) bodily injury by disease (policy limit and each person). Great-West will provide a certificate of such coverage to the Fund.

18.4 Professional Liability ("errors and omissions") insurance coverage will be maintained by Great-West in the amount of ten million dollars (\$ 10,000,000.00) per occurrence and in the aggregate for the wrongful acts committed by Great-West in conjunction with the performance of the Services under this Agreement. Separate policies in the amount of five million (\$5,000,000.00) dollars and one million dollars (\$1,000,000.00) shall be maintained by Advised Assets Group, LLC and by Orchard Trust Company, LLC respectively, for services set forth in their service agreements.

Any liability of Great-West arising under the terms of this Agreement, including but not limited to the indemnification obligations set forth in Section 17 of this Agreement, shall not be limited to the amount of insurance coverage or proceeds paid with respect to such liability.

19. Force Majeure

No party shall be liable for any failure to perform any of its obligations under this Agreement resulting from the following events which render performance of the affected party impossible or commercially impracticable: embargoes, quarantines, epidemics, strikes, riots, wars or other military action, civil disorder, acts of terrorism, industrial sabotage, or severe and prolonged disruptions, beyond the control of a party, in orderly trading on any relevant exchange or market that result in substantial delay in receipt of correct data; provided however, performance shall be excused only to the extent that such failure to perform could not have been prevented or mitigated by precautions commonly adopted by financial market participants to anticipate any of the foregoing events.

20. Compliance with Law

Great-West shall at all times during the Term hereof comply with all federal and territorial laws applicable to the performance of the Services.

21. No Assignment or Delegation

This Agreement may not be assigned without the prior written approval of the Board, nor may any part of the Services be delegated without the prior written approval of the Board. Notwithstanding the foregoing, the Board hereby approves the delegation by Great-West to its affiliates Advised Assets Group LLC, FAScore, LLC, GWFS Equities, Inc. and Orchard Trust Company, LLC, of such applicable portion of the Services outlined in the RFP and Proposal, which approval shall not in any way or to any extent, relieve Great-West of its responsibilities or obligations with respect to provision of the Services.

22. Severability

The provisions of this Agreement are severable if for any reason a clause, sentence or paragraph of this Agreement is determined to be invalid by a court, agency, board or commission having jurisdiction over the subject matter hereof, such invalidity will not affect other provisions of this Agreement which shall be given effect without the invalid provision.

23. Entire Agreement

This Agreement shall supersede any and all other prior agreements either oral or written, between the parties and contains all the covenants and agreements between the parties with respect to the engagement of Great-West as an independent contractor/service provider to provide the specified Services. This Agreement may only be amended by a written amendment signed by the parties.

24. Governing Law

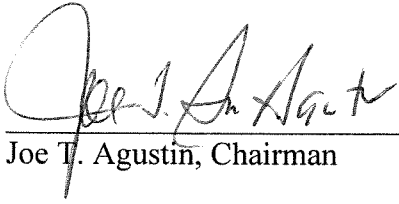
The validity, interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of Guam.

* * * * *


Investment Management and Plan Administration Services Agreement

SIGNATURE PAGE

**GOVERNMENT OF GUAM
RETIREMENT FUND
BOARD OF TRUSTEES:**



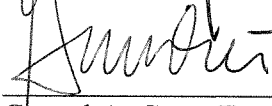
Joe T. Agustin, Chairman



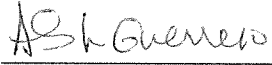
Wilfred P. Leon Guerrero, Ed.D., Vice-Chairman



Wilfred Aflague, Trustee



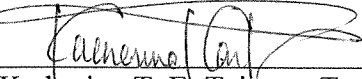
Gerard A. Cruz, Treasurer



Antolina S. Leon Guerrero, Trustee

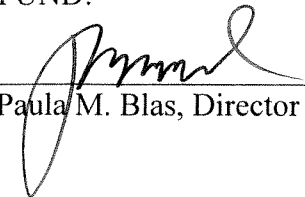


George A. Santos, Trustee



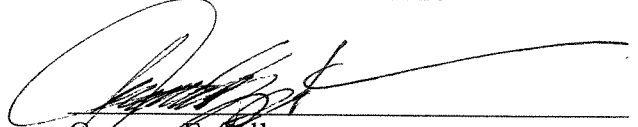
Katherine T. E. Taitano, Trustee

**GOVERNMENT OF GUAM RETIREMENT
FUND:**



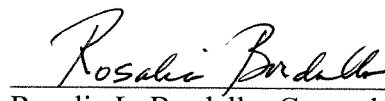
Paula M. Blas, Director

**GREAT-WEST LIFE & ANNUITY
INSURANCE COMPANY:**



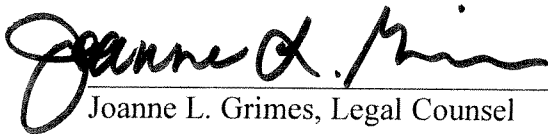
Gregory E. Sellar
Senior Vice President, Government Markets

CERTIFIED FUNDS AVAILABLE:



Rosalia L. Bordallo, General Accounting
Supervisor

**APPROVED AS TO FORM:
Carlsmith Ball LLP**



Joanne L. Grimes, Legal Counsel

Exhibit A

SERVICE LEVEL GUARANTEE

Performance Standard	Service Benchmark	Financial Penalties*
<p>Timeliness of investing contributions received from Plan Sponsor</p>	<p>Great-West is mandated by the SEC to invest all contributions received in good order effective that day, assuming receipt is prior to the closing of the stock market.</p>	<p>The amount of \$500 shall be paid to the Plan for each instance of failure to meet the service benchmark, and an additional \$500 for each day of delay in investing all contributions received in good order prior to the closing of the stock market.</p>
<p>Accuracy of transactions received</p>	<p>All transactions received are immediately scrutinized using system editing and validity checking to ensure accuracy. In addition, several audits and reconciliations are performed on a routine basis.</p>	<p>If there is any disruption in the record keeping system or auditing and reconciliation process in any quarter such that accuracy of transactions is impacted, the amount of \$1000 shall be paid to the Plan for each such disruption in a given quarter.</p>
<p>Responsiveness to Participant inquiries</p>	<p>Calls received prior to noon that cannot be resolved on initial contact are typically returned on the same day; calls received after noon are typically returned the next business day.</p>	<p>For each calendar quarter where more than 1 % of calls are not responded to in accordance with the service benchmark, \$500 shall be paid to the Plan.</p>
<p>Responsiveness to Plan sponsor inquiries</p>	<p>All plan inquiries to the Regional Director or staff will be handled at the point of the call. Messages or e-mails are typically addressed within two to three hours, but no more than 24 hours.</p>	<p>For each calendar quarter where more than 1 % of inquiries or messages or e-mails are not addressed within 24 hours, \$500 shall be paid to the Plan.</p>

Exhibit A

SERVICE LEVEL GUARANTEE

Performance Standard	Service Benchmark	Financial Penalties*
Timeliness of mailing participant quarterly statements	<p>Participant statements will be mailed within 15 Business Days of the date (after quarter end) that all required information to be included with the statements from third parties is received, including such information as final fund values, return information from the participating investment providers, insurance valuations and all newsletter information from the Plan Sponsor.</p> <p>The fifteen (15) Business Day standard begins on the Business Day that all required information to be included with the statements has been received and ends on the date statements are postmarked for mailing.</p> <p>If all of the required information required from third parties has not been received as described above and the delay or failure of receipt was not due to any fault of Great-West, no penalty will be paid.</p>	<p>If all required information has been received and Participant statements have not been mailed within fifteen (15) Business Days after the date of receipt of such required information, the amount of \$2,500 per calendar quarter will be paid to the Plan.</p>

Exhibit A

SERVICE LEVEL GUARANTEE

Performance Standard		Service Benchmark	Financial Penalties*
Participant statement accuracy	Participant statement accuracy will be determined by the number of account value errors. An Account Value Error will be deemed to have occurred whenever there has been a financial error in the processing of a transaction when complete and accurate information has been received in a timely fashion from a participant and/or the Plan Sponsor. Participants shall have 90 calendar days from the statement date to report any errors. If the participant fails to report an error within 90 calendar days of the statement date, Great-West has no obligation to change the error retroactively.		If there are more than 5 participant statements which have an Account Value Error in a quarter, or more than 20 in a calendar year, a penalty in the amount of \$500 for each statement which contains an Account Value Error shall be paid to the Plan, up to a maximum of \$ 2,500 per quarter.
Plan Sponsor Satisfaction	If the Plan Sponsor is not satisfied that Great-West has complied with a material service under the Agreement, the Plan Sponsor at its election may notify Great-West in writing of such dissatisfaction or pursue its remedies under the Agreement and/or as otherwise provided under Guam law. Great-West agrees to respond to such notice within ten (10) business days of receipt of such notice and promptly commence and complete corrective action approved by the Plan Sponsor.		The amount of \$2,500 shall be paid to the Plan Sponsor for each failure to comply with this service benchmark, with an additional \$1,000 to be paid for each failure to timely complete corrective action.

Exhibit A

SERVICE LEVEL GUARANTEE

Performance Standard		Service Benchmark		Financial Penalties*	
<p>Participant Satisfaction</p>	<p>A mutually agreeable annual participant survey will be developed to demonstrate both statistical significance and validity. It will coincide with measurements and fee penalties set forth below. The average score will be based on a mutually agreed upon weighting of each applicable category surveyed. The survey will be developed no later than sixty (60) days from the Effective Date of the Agreement.</p> <p>Such survey will include an evaluation of recordkeeping and administration services, Plan Sponsor Committee's performance, comparison with other programs and other items to be determined by the Plan Sponsor and are mutually agreeable. The Plan Sponsor will have final approval of the survey instrument before the survey is conducted.</p>	<p>Average score 29% or lower: \$4,500 Average score range 30% to 49%: \$3,500 Average score range 50% to 69%: \$2,500 Average score range 70% to 100%: \$0</p>		<p>CSR Hours of Availability</p>	<p>Retirement Plan Specialists are available any day on which the New York Stock Exchange is open.</p>

Exhibit A

SERVICE LEVEL GUARANTEE

Performance Standard	Service Benchmark	Financial Penalties*
<p>CSR Average speed on Answer</p>	<p>All telephone calls to the Home Office Client Service Representatives or to the Guam Regional Office will be answered within ninety (90) seconds on average at least ninety percent (90%) of the time on an on-going average annual calendar year basis.</p> <p>A report will be generated yearly from the recordkeeping system to document the necessary information regarding the number of telephone calls received and answered. In the event the Plan Sponsor adds a major plan feature such as loans, or makes an investment option change that involves mapping of funds, or the Plan Sponsor or investment company causes a delay in statements, this standard will not apply for the affected quarter.</p> <p>Average performance standards for the calendar year will be provided to Plan Sponsor using reports generated quarterly from the recordkeeping system and the Call Management system.</p>	<p>If at least ninety percent (90%) of the telephone calls to the Home Office Client Service Representatives or ninety percent (90%) of the telephone calls to the Guam Regional Office have not been answered within the first ninety (90) seconds on an on-going average for the calendar year (as described above), the amount of \$1,000 for that calendar year will be paid to the Plan.</p>

Exhibit A

SERVICE LEVEL GUARANTEE

Performance Standard		Service Benchmark		Financial Penalties*	
<p>Call Abandon Rate</p>	<p>On average for the calendar year, the abandoned call rate will average less than five percent (5%) for the calendar year.</p> <p>In the event the Plan Sponsor adds a major plan feature such as loans, or makes an investment option change that involves mapping of funds, or the Plan Sponsor or investment company causes a delay in statements, this standard will not apply for the affected quarter.</p>	<p>If the abandoned call rate yearly average is five percent (5%) or greater during the calendar year, the amount of \$1,000 for that calendar year will be paid to the Plan.</p>	<p>Distributions (including loans, hardships, and lump-sum distributions)</p>	<p>Distributions will be processed and ready for mailing within two (2) Business Days of the receipt (at the Home Office) and acceptance of a properly executed complete and accurate distribution request.</p> <p>The two (2) Business Day standard begins on the Business Day that all required information has been received and ends on the date the distribution is postmarked for mailing.</p>	<p>If all of the required information has been received as described above and ninety-five percent (95%) of all such distributions have not been processed and ready for mailing within two (2) Business Days after receipt of such required information, the amount of \$1,000 per year will be paid to the Plan.</p>

Exhibit A

SERVICE LEVEL GUARANTEE

Performance Standard	Service Benchmark	Financial Penalties*
<p>Timing of fund transfers (exchanges)</p>	<p>If notification of a transfer processing error is received in good order as described below, the error will be corrected to one hundred percent (100%) of the value the Participant should have received as a result of fund transfers provided:</p> <ul style="list-style-type: none"> • Participant had originally provided complete and accurate information using the automated voice response system and/or Internet web site and the completed transfer is acknowledged by a confirmation number, and • Notification has been received of such error made on the Participant's previous statement within ninety (90) days after the statement date. <p>Should notification of an error not be received within the ninety (90) day period of the statement date, or the Participant, Plan Sponsor or other third party has made the error, the error will be corrected current day.</p>	<p>Any penalties assessed by the IRS or other agencies for any error caused by Great-West will be paid by Great-West.</p>
<p>Timing of production and mailing of 1099-R</p>	<p>Form 1099-R is prepared for each applicable distribution. The 1099 tax report, which states the actual withdrawal amount, is mailed to the participant within one month of year-end.</p>	

Exhibit A

SERVICE LEVEL GUARANTEE

Performance Standard		Service Benchmark		Financial Penalties*	
Timeliness of QDRO Administration	Assuming Great-West has everything necessary to process the QDRO and there is not an issue with valuing the alternate payee's share, then the processing time is five (5) business days.			If there is a failure to meet the service benchmark, the amount of \$500 shall be paid to the Plan for each processing failure.	
Accurate Remittance of 12b-1 and other Fees	Amounts received by Great-West from mutual fund families and other investment providers each calendar quarter will be remitted to the Plan within forty-five (45) days after the end of the prior calendar quarter accompanied by a written report with respect to fees received and remitted, identifying the source and amount of such fees and the manner in which the amount allocated and remitted to the Fund was calculated or determined by Great-West. Great-West shall promptly provide information and documentation to substantiate and account for the remittance to the Plan.			If upon audit or other discovery it is determined that not all amounts which should have been remitted in a calendar quarter by Great-West were actually remitted to the Plan, the amount which was not remitted ("Deficit") will promptly be tendered to the Plan along with interest calculated at 3.5% per annum.	

* Financial Penalties shall be paid no later than ten (10) business days after the end of each quarter in which there was a failure to comply with a Service Benchmark.

52



GOVERNMENT OF GUAM
RETIREMENT FUND
STABILITY · SECURITY · REWARDS

Felix P. Camacho
Governor

Michael W. Cruz, M.D.
Lieutenant Governor

Paula M. Blas
Director

Trustees:

Joe T. San Agustin
Chairman

Wilfred P. Leon Guerrero, Ed.D.
Vice-Chairman
Investment Committee, Chairman

Antolina S. Leon Guerrero
Secretary

Gerard A. Cruz
Treasurer
Audit & Operations Committee,
Chairman

George A. Santos
Members' & Benefits Committee,
Chairman

Katherine T.E. Taitano
Trustee

Wilfred G. Aflague
Trustee

August 21, 2009

Ms. Michelle Scott
Regional Vice President
LINCOLN FINANCIAL GROUP/ BANK OF HAWAII
1300 South Clinton Street
Fort Wayne, IN 46802


Re: RFP No. GGRF-028-06 – Investment Management and Plan
Administration Services related to the 401(a) Defined Contribution Plan,
457 Deferred Compensation Plan and Welfare Benefit Plan:
Notice of Award

Dear Ms. Scott,

The Board of Trustees of the Government of Guam Retirement Fund has concluded negotiations with Great-West Life & Annuity Insurance Company, selected as the best qualified offeror under the above-entitled RFP. A contract was awarded effective August 21, 2009.

The Fund sincerely appreciates the time and effort you put into your proposal, and extends its appreciation to your company for participating in the RFP process.

Very truly yours,


Paula M. Blas
Director



GOVERNMENT OF GUAM
RETIREMENT FUND
STABILITY · SECURITY · REWARDS

Felix P. Camacho
Governor

Michael W. Cruz, M.D.
Lieutenant Governor

Paula M. Blas
Director

Trustees:

Joe T. San Agustin
Chairman

Wilfred P. Leon Guerrero, Ed.D.
Vice-Chairman
Investment Committee, Chairman

Antolina S. Leon Guerrero
Secretary

Gerard A. Cruz
Treasurer
Audit & Operations Committee,
Chairman

George A. Santos
Members' & Benefits Committee,
Chairman

Katherine T.E. Taitano
Trustee

Wilfred G. Aflague
Trustee

August 21, 2009

Mr. David J. John
President
ASC TRUST CORPORATION
Capitol Plaza, Suite 110
120 Father Duenas Avenue
Hagåtña, Guam 96910

Re: RFP No. GGRF-028-06 – Investment Management and Plan
Administration Services related to the 401(a) Defined Contribution Plan,
457 Deferred Compensation Plan and Welfare Benefit Plan:
Notice of Award

Dear Mr. John,

The Board of Trustees of the Government of Guam Retirement Fund has concluded negotiations with Great-West Life & Annuity Insurance Company, selected as the best qualified offeror under the above-entitled RFP. A contract was awarded effective August 21, 2009.

The Fund sincerely appreciates the time and effort you put into your proposal, and extends its appreciation to your company for participating in the RFP process.

Very truly yours,


Paula M. Blas
Director

53

WILLIAM J. BLAIR
THOMAS C. STERLING
RICHARD L. JOHNSON
JEHAN'AD G. MARTINEZ
VINCENT E. LEON GUERRERO

LAW OFFICES
**BLAIR STERLING JOHNSON
MARTINEZ & LEON GUERRERO**
A PROFESSIONAL CORPORATION

TELEPHONE:
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FACSIMILE:
(671) 472-4290

WRITER'S E-MAIL:
wjblair@kbsjlaw.com

JAMES F. BALDWIN
MARTIN F. DEINHART
OF COUNSEL
J. BRADLEY KLEMM

SUITE 1008 DNA BUILDING
238 ARCHBISHOP F.C. FLORES STREET
HAGÁTÑA, GUAM 96910-5205

September 10, 2009

VIA HAND DELIVERY

Ms. Paula Blas
Director
GOVERNMENT OF GUAM
RETIREMENT FUND
424 Route 8
Maite, Guam 96910

**RE: RFP NO GGRF-028-06: INVESTMENT MANAGEMENT AND
PLAN ADMINISTRATION SERVICES**

Dear Ms. Blas:

This office represents ASC Trust Corporation ("ASC"), with respect to the above-referenced matter.

ASC previously submitted a Sunshine Act request to the Government of Guam Retirement Fund ("GGRF"), for all documents related to the above-referenced procurement matter. Upon receipt of the requested documents, ASC noticed that you did not produce the evaluation sheet regarding the proposal submitted by ASC. As a result, ASC cannot determine how the GGRF evaluated the ASC proposal.

When ASC followed up with the GGRF about production of the subject ASC evaluation sheet, it was advised that the document was exempt from production under the Sunshine Act. While 2 G.A.R. § 3114(h), a provision of the Guam Procurement Regulations, provides that "Proposals of offerors who are not awarded the contract shall not be opened to public inspection", this provision does not shield from disclosure the agency's RFP evaluation sheet.

5 G.C.A. § 10102(d), a provision of the Sunshine Act, provides that a public record "includes any writing

RECEIVED
GOVERNMENT OF GUAM
OFFICE OF THE ATTORNEY GENERAL
SEP 10 2009 11:24

To Ms. Paula Blas

Date September 10, 2009

Page 2

containing information relating to the conduct of the public's business prepared, owned, used, or retained by any state or local agency in any format, including an electronic format." Furthermore, 5 G.C.A. § 10103(a) provides that "Every person has the right to inspect and take a copy of any public document on Guam, except as otherwise expressly prohibited in law, and except as provided in § 10108 of this Chapter." 5 G.C.A. § 10103(c) further clarifies that "Except with respect to public records exempt from disclosure by express provisions of the law, each agency, upon a request for a copy of records ... shall make the records promptly available to any person ..."

Neither 5 G.C.A. § 10108 nor any other provision of law exempts from disclosure an agency's RFP evaluation sheet. Accordingly, please immediately produce to this office the evaluation sheet produced by the GGRF with respect to the ASC proposal submitted in response to the above-referenced procurement.

Please let me know of any questions or concerns you may have with the foregoing.

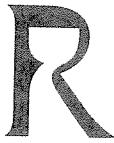
Very truly yours,

BLAIR STERLING JOHNSON
MARTINEZ & LEON GUERRERO
A Professional Corporation



WILLIAM J. BLAIR

54



GOVERNMENT OF GUAM
RETIREMENT FUND
STABILITY · SECURITY · REWARDS

Felix P. Camacho
Governor

Michael W. Cruz, M.D.
Lieutenant Governor

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Gerard A. Cruz
Treasurer
Audit & Operations Committee,
Chairman

George A. Santos
Members' & Benefits Committee,
Chairman

Katherine T.E. Taitano
Trustee

Wilfred G. Aflague
Trustee

September 15, 2009

William J. Blair
BLAIR STERLING JOHNSON MARTINEZ & LEON GUERRERO
Suite 1008 DNA Building
238 Archbishop F.C. Flores Street
Hagåtña, Guam 96910

Re: RFP No. GGRF-028-06: Investment Management and Plan Administration
Services – Freedom of Information Act/
Sunshine Act Request

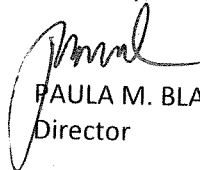
Dear Mr. Blair:

This letter responds to your Freedom of Information Act (FOIA) request that the Government of Guam Retirement Fund disclose its evaluation sheets for ASC's proposal. While the Freedom of Information Act requires the Fund to disclose public documents, under the procurement law, proposals from offerors who were not awarded a contract are not made public. As a result, the Fund is barred from producing any documents which contain details of the proposal from ASC, or any other non-awardee offeror, other than Great West Retirement Service.

Our response is now complete with the enclosed copy of the Memorandum of Evaluation and Negotiation on the above referenced RFP which was finalized after the FOIA request was received.

If you have any further questions, do not hesitate to contact me.

Sincerely,


PAULA M. BLAS
Director

Enclosure



RFP No. GGRF-028-06: Investment Management and Plan Administration Services related to the 401(a) Defined Contribution Plan 457 Deferred Compensation Plan and Welfare Benefit Plan

MEMORANDUM OF EVALUATION AND NEGOTIATION

To: Procurement File
From: Director, Purchasing Official
Date: September 07, 2009

On September 28, 2006, the Government of Guam Retirement Fund issued RFP No. GGRF-028-06 in search of professional services related to providing Investment Management and Plan Administration Services related to the 401(a) Defined Contribution Plan, 457 Deferred Compensation Plan and Welfare Benefit Plan, to the Fund as described in detail in Section IV, Scope of Work of RFP No. GGRF-028-06.

Background

On November 6, 2006, the RFP closed with a total of three (3) proposals submitted to the Fund. All offerors responded to the RFP by submitting their proposals at or before the date and time announced for the receipt of the proposals.

Minimum Qualifications

In reviewing the three proposals submitted, the Procurement Officer determined that all three offerors met the minimum qualifications as stated in Section V.B. Minimum Qualifications of RFP No. GGRF-028-06, and eligible for further evaluation.

The three offerors are:

1. Lincoln Financial Group / Bank of Hawaii
2. Great-West Retirement Services
3. ASC Trust Corporation

Discussions

On January 23, 2007, the Selection Panel conducted individual discussions with all three offerors regarding the firm's respective proposals.

Evaluation Process

The Selection Panel for the Fund for RFP No. GGRF-028-06 convened at 12:00 noon, February 7, 2007 in the GGRF Conference Room. Selection Panel consisted of Joe San Agustin (Chair), Katherine T.E. Taitano (Trustee), and Gerry A. Cruz (Trustee).

The three offerors were found to comply with the mandatory and material requirements of this solicitation and were evaluated based upon technical merits and price.

In ranking qualified offerors, the Selection Panel first assigned a weight to each evaluation factor based on the importance of each factor. In rendering a numeric value between 1 and 10 for each factor, the Selection Panel was asked to consider and evaluate each qualified offeror's proposal with the following Evaluation Factors listed in Section VI.C. Evaluation Factors of RFP No. GGRF-028-06. The following table summarizes the results of the individual scoring ballots:

Evaluator	LFG/BOH	GWRS	ASC
J.T. San Agustin	6.24	7.37	7.31
G.A. Cruz	6.62	6.35	8.76
K.T.E. Taitano	5.90	8.70	5.57
TOTAL:	18.76	22.42	21.64

As evidenced by the scores above, the Selection Panel deemed GREAT-WEST RETIREMENT SERVICES (GWRS) to be the best qualified offeror to provide the required services. The Selection Panel concluded at 2:50 p.m. Further evaluation of GWRS cost proposal was completed. The Selection Panel convened at 12:00 p.m., February 27, 2007 to determine acceptable costs for the services to be performed. The Selection Panel concluded at 1:40 p.m.

Negotiations

The Fund proceeded with negotiations with GWRS. On March 6, 2007, a letter was sent to GWRS detailing the Fund's acceptable price and offer. A response was received from GWRS on March 12, 2007 providing a counter-offer to the Fund's March 6, 2007 letter.

Further communication between GWRS and the Fund took place discussing current pricing and acceptable pricing for RFP No. GGRF-028-06.

On March 18, 2007, a letter was sent to GWRS stating that the Fund reviewed their modified cost proposal and has not accepted the counter-offer. At this time, the Fund requested for the firm's "best and final offer". On March 21, 2007 GWRS provided their best and final offer.

On April 27, 2007, the Fund terminated negotiations with GWRS determining that the firm's best and final offer was not fair and reasonable for the following reasons:

1. The Fund determined the fair and reasonable costs for the estimated value, scope and complexity and professional nature of the services to be performed to be a flat fee of 0.25% of total assets.
2. The scope of services to be performed was available by the other offerors and costs were determined to be competitive.
3. Custodial Services indicated in GWRS letter dated March 12, 2007 were not provided in the best and final offer. This may have an impact on overall price.

GWRS acknowledged receipt of the Fund's letter dated April 27, 2007 on April 30, 2007. The Fund commenced negotiations with the next qualified firm.

Post Procurement Appeal Negotiations and Award of Contract

On May 9, 2007, GWRS officially protested GGRF's determination that GWRS's firm's best and final offer was not "fair and reasonable". As a result, on May 11, 2007 GGRF executed a "Stay of Procurement" on RFP No. GGRF-028-06. On May 11, 2007, notices of the "Stay of Procurement" was sent to all interested parties.

On June 1, 2007, GGRF denied GWRS's protest. On May 7, 2007, GGRF notified ASC Trust Corporation that it was the next qualified offeror and sought cost and pricing data. On June 8, 2007, notices lifting the "Stay of Procurement" were sent to all interested parties.

On June 22, 2007, GWRS filed a 'Notice of Appeal' with the Office of the Public Auditor. In turn, GGRF sent letters to all interested parties informing them of the Notice of Appeal filed by GWRS. On July 6, 2007, ASC filed an "Entry of Appearance and Request for Notice" with the OPA's Office, and also participated throughout the OPA proceedings.

The OPA issued her decision on the appeal on March 12, 2008, which was amended on April 11, 2008. The OPA sustained GWRS's appeal and overruled GGRF's Decision denying GWRS's protest. GGRF was ordered to continue negotiations with GWRS in an attempt to reach an agreement to provide Investment Management and Plan Administration Services related to the 401(a) Defined Contribution Plan, 457 Deferred Compensation Plan and Welfare Benefit Plan.

In addition, the OPA noted that the Chairman of the GGRF Board had a conflict of interest. The Chairman serves on the Board of the proposed Trustee named by ASC. The OPA recommended that the Chairman not participate in the negotiations with ASC and a substitute negotiator should be appointed by GGRF. On March 28, 2008, GGRF replaced the Chairman with Ms. Antolina S. Leon Guerrero on the selection and negotiations panel.

On April 2, 2008, GGRF resumed negotiations with GWRS. GGRF requested GWRS to submit their best and final offer.

On April 10, 2008, GWRS provided their best and final offer with a reduced administrative fee of 0.24% of total plan assets, in addition to the details of their offers and all fees that will be charged. Negotiations continued until the Negotiation Panel accepted the fees on August 1, 2008.

On August 28, 2008, GGRF and GWRS commenced contract negotiations.

Board Approval

At the GGRF regular Board meeting of July 31, 2009, the Board approved the amended Investment Management and Plan Administration Services Agreement and Service Level Guarantees with GWRS.

The Agreement was signed with an effective date of August 21, 2009.

On August 21, 2009, Notification of Award was sent to all offerors.

55

WILLIAM J. BLAIR
THOMAS C. STERLING
RICHARD L. JOHNSON
JEHAN'AD G. MARTINEZ
VINCENT E. LEON GUERRERO

JAMES F. BALDWIN
MARTIN F. DEINHART
OF COUNSEL
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LAW OFFICES
**BLAIR STERLING JOHNSON
MARTINEZ & LEON GUERRERO**
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SUITE 1008 DNA BUILDING
238 ARCHBISHOP F.C. FLORES STREET
HAGÁTÑA, GUAM 96910-5205

TELEPHONE:
(671) 477-7857

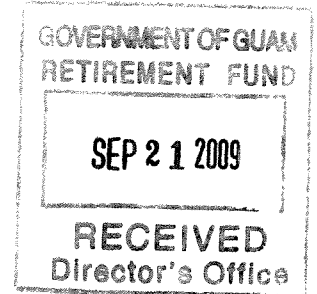
FACSIMILE:
(671) 472-4290

WRITER'S E-MAIL:
wjblair@kbsjlaw.com

September 21, 2009

VIA HAND DELIVERY

Ms. Paula Blas
Director
GOVERNMENT OF GUAM
RETIREMENT FUND
424 Route 8
Maite, Guam 96910



**RE: RFP NO GGRF-028-06: INVESTMENT MANAGEMENT AND
PLAN ADMINISTRATION SERVICES**

Dear Ms. Blas:

Thank you for your letter of September 15, 2009, and the recently prepared Memorandum summarizing the evaluation and negotiation process for the subject procurement. Unfortunately, however, we do not agree that the response to our FOIA request is complete.

Specifically, we requested a copy of the Summary Evaluation Sheets reflecting the scoring of ASC's proposal by the Fund evaluators. The summary and evaluation sheets reflecting the scoring of GWRS' proposal were produced to ASC previously. Copies are enclosed with this letter for your convenient reference.

As is readily apparent, the evaluation sheets do not contain or reveal a single detail of GWRS's proposal. They are documents generated by the Fund itself, not GWRS. The evaluation sheets for ASC would similarly not contain or reveal any information whatsoever regarding any of the details of ASC's proposal. They would reflect only the scoring of that proposal by the Fund evaluators. It goes without saying that ASC does not need to make a FOIA request to obtain a copy of its own proposal. The grounds

To Ms. Paula Blas

Date September 21, 2009

Page 2

you have asserted for not producing the evaluation sheets are thus both factually and legally baseless.

One last time, we request that the Fund produce the requested documents. ASC has the legal right to see them and we expect the Fund to respect that right.

Very truly yours,

BLAIR STERLING JOHNSON
MARTINEZ & LEON GUERRERO
A Professional Corporation



WILLIAM J. BLAIR

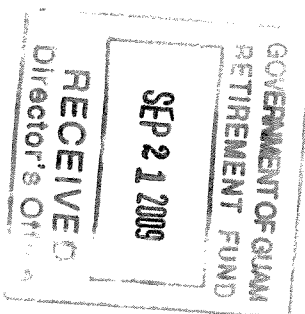
Enclosure

G62\NEW
G:\WORDDOC\LTR\WJB\1521-F BLAS (HD) RE RFP NO.
GGRF-028-06 (INVESTMENT MGMT & PLAN ADMIN SVCS).DOC

RFP NO. GGRF-028-06: INVESTMENT MANAGEMENT AND PLAN ADMINISTRATION SERVICES
 related to the 401(a) Defined Contribution Plan / 457 Deferred Compensation Plan and Welfare Benefit Plan

SUMMARY

Evaluator	GWRS	
J.T. San Agustin	7.37	
G. Cruz	6.35	
K.T.E. Taitano	8.70	
TOTAL:	22.42	



RFP No. GGRF-028-06 - SUMMARY EVALUATION SHEET

Eval. _____

JOE T. SAN AGUSTIN

Date: _____

7-Feb-07

EVALUATION FACTORS (Score between 1 - 10)		Wt.	pts.		Total		GWRS		pts.		Total	
1.	The plan for performing the required services.	0.15			0.00		9	1.35			0.00	
2.	Ability to administer the plan and benefits administration process in a cost-effective manner.	0.15			0.00		10	1.50			0.00	
3.	Breadth and depth of experience, specialized training and industry recognition of professional staff.	0.15			0.00		8	1.20			0.00	
4.	Ability to be responsive and accessible to the Retirement Fund and to DCRS and Deferred Compensation plan participants.	0.10			0.00		8	0.80			0.00	
5.	Knowledge of legislative, operational and legal aspects of Guam public pension's funds, as well as federal laws pertinent to the investment management and plan administration of the DCRS and Deferred Compensation plan.	0.10			0.00		9	0.90			0.00	
6.	Ability to improve participant satisfaction and benefits administration services received from the Retirement Fund.	0.10			0.00		10	1.00			0.00	
7.	Educational resources and ability to provide ongoing training.	0.10			0.00		9	0.90			0.00	
8.	Record of past performance of similar work.	0.10			0.00		9	0.90			0.00	
9.	Other Factors	0.05			0.00		8	0.40			0.00	
TECHNICAL - TOTAL POINTS POSSIBLE:		1.00			0.00			8.95			0.00	
Technical Factors		0.60		0.00	0.00		8.95	5.37		0.00		0
Price		0.40			0.00		5	2.00			0.00	
OVERALL SCORE:		1.00			0.00			7.37			0.00	

RFP No. GGRF-028-06 - SUMMARY EVALUATION SHEET

Eval. _____

GERRY A. CRUZ

Date: _____

7-Feb-07

EVALUATION FACTORS (Score between 1 - 10)		Wt.	pts.		GWRS		pts.		Total	
			Total		Total		Total			
1.	The plan for performing the required services.	0.15	0.00		8	1.20			0.00	
2.	Ability to administer the plan and benefits administration process in a cost-effective manner.	0.15	0.00		4	0.60			0.00	
3.	Breadth and depth of experience, specialized training and industry recognition of professional staff.	0.15	0.00		8	1.20			0.00	
4.	Ability to be responsive and accessible to the Retirement Fund and to DCRS and Deferred Compensation plan participants.	0.10	0.00		7	0.70			0.00	
5.	Knowledge of legislative, operational and legal aspects of Guam public pension's funds, as well as federal laws pertinent to the investment management and plan administration of the DCRS and Deferred Compensation plan.	0.10	0.00		9	0.90			0.00	
6.	Ability to improve participant satisfaction and benefits administration services received from the Retirement Fund.	0.10	0.00		6	0.60			0.00	
7.	Educational resources and ability to provide ongoing training.	0.10	0.00		8	0.80			0.00	
8.	Record of past performance of similar work.	0.10	0.00		8	0.80			0.00	
9.	Other Factors	0.05	0.00		9	0.45			0.00	
TECHNICAL - TOTAL POINTS POSSIBLE:			1.00			0.00			7.25	0.00
Technical		0.60	0.00		7.25	4.35			0.00	0.00
Price		0.40	0.00		5	2.00			0.00	0.00
OVERALL SCORE:		1.00			0.00	6.35			0.00	0.00

RFP No. GGRF-028-06 - SUMMARY EVALUATION SHEET

Eval. _____

KATHERINE T.E. TAITANO

Date: _____

7-Feb-07

		EVALUATION FACTORS (Score between 1 - 10)		GWRS		Total	
				pts.	Total	pts.	Total
1.	The plan for performing the required services.	0.15	0.00	8	1.20		0.00
2.	Ability to administer the plan and benefits administration process in a cost-effective manner.	0.15	0.00	9	1.35		0.00
3.	Breadth and depth of experience, specialized training and industry recognition of professional staff.	0.15	0.00	9	1.35		0.00
4.	Ability to be responsive and accessible to the Retirement Fund and to DCRS and Deferred Compensation plan participants.	0.10	0.00	10	1.00		0.00
5.	Knowledge of legislative, operational and legal aspects of Guam public pension's funds, as well as federal laws pertinent to the investment management and plan administration of the DCRS and Deferred Compensation plan.	0.10	0.00	9	0.90		0.00
6.	Ability to improve participant satisfaction and benefits administration services received from the Retirement Fund.	0.10	0.00	8	0.80		0.00
7.	Educational resources and ability to provide ongoing training.	0.10	0.00	7	0.70		0.00
8.	Record of past performance of similar work.	0.10	0.00	8	0.80		0.00
9.	Other Factors	0.05	0.00	8	0.40		0.00
TECHNICAL - TOTAL POINTS POSSIBLE:		1.00	0.00		8.50		0.00
Technical		0.60	0.00	8.50	5.10	0.00	0.00
Price		0.40	0.00	9	3.60		0.00
OVERALL SCORE:		1.00	0.00		8.70		0.00

56

CARLSMITH BALL LLP

A LIMITED LIABILITY LAW PARTNERSHIP

BANK OF HAWAII BLDG., SUITE 401
134 WEST SOLEDAD AVENUE, P.O. BOX BF
HAGÁTÑA, GUAM 96932-5027
TELEPHONE 671.472.6813 FAX 671.477.4375
WWW.CARLSMITH.COM

EMCDONALD@CARLSMITH.COM

OUR REFERENCE NO.:
039415-3

September 29, 2009

VIA E-MAIL WJBLAIR@KBSJLAW.COM

William Blair
BLAIR STERLING JOHNSON
MARTINEZ & LEON GUERRERO
A Professional Corporation
Suite 1008 DNA Building
238 Archbishop F.C. Flores Street
Hagåtña, Guam 96910-5205

Re: Response to ASC's FOIA Request

Dear Mr. Blair:

As legal counsel to the Government of Guam Retirement Fund, I am responding to your September 21, 2009 letter to Retirement Fund Director Paula Blas, in which you, on behalf of your client, ASC, requested information under the Freedom of Information Act related to RFP No. GGRF-028-06 (the "RFP"). ASC was one of the offerors submitting a proposal in response to the RFP.

Under the Freedom of Information Act, the Retirement Fund considers ASC's request as it would consider a similar request made by any other member of the public. Members of the public may not access confidential records or other information expressly protected by law. 5 G.C.A. § 10108(i). In determining what constitutes a "confidential record or other information expressly protected under the law" the procurement regulations provide that "the agency conducting the procurement shall not disclose any information contained in any proposals until after award of the proposed contract has been made. The proposal of the offeror awarded the contract shall be opened to public inspection except as otherwise provided in the contract." 2 GAR Div. 4 § 3114(i). The corollary to this regulation is that the proposals of offerors who were not awarded a contract may not be opened to the public, and therefore, remain confidential.

The Retirement Fund's position under the Freedom of Information Act is that the evaluation sheets of offerors' proposals necessarily reflect information contained in the proposals, and therefore, like proposals, would fall under the umbrella of "confidential documents or other information expressly protected under the law" protected from disclosure to

William Blair
September 29, 2009
Page 2

members of the public under sections 10108(i) and 3114(i). If the information would not be disclosed to the public under the Freedom of Information Act, it would not be disclosed to ASC.

ASC's status as one of the offerors submitting a proposal to the RFP does not confer it any greater rights than a member of the public would have under the Freedom of Information Act. It is important to the Retirement Fund to take this position with all requests under the Freedom of Information Act. If you have any further questions, please do not hesitate to contact me.

Sincerely,

/s/ Elyze J. McDonald

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57

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CARLSMITH BALL

FILED

1 WILLIAM J. BLAIR
2 BLAIR STERLING JOHN
3 MARTINEZ & LEON GUERRERO
4 A PROFESSIONAL CORPORATION
5 SUITE 1008 DNA BUILDING
6 238 ARCHBISHOP F.C. FLORES STREET
7 HAGÁTNA, GUAM 96910-5205
8 TELEPHONE: (671) 477-7857

DATE: 10/05/09 TIME: 4:37pm

Attorneys for Petitioner, ASC Trust Corporation

IN THE SUPERIOR COURT OF GUAM

8 ASC TRUST CORPORATION,
9 Petitioner,

) SPECIAL PROCEEDING
) CASE NO. **SP 0193-09**

10 v.

11 GOVERNMENT OF GUAM
12 RETIREMENT FUND AND PAULA M.
13 BLAS, IN HER CAPACITY AS
14 DIRECTOR OF THE GOVERNMENT OF
15 GUAM RETIREMENT FUND,

) **PETITION FOR WRIT OF
) MANDATE UNDER SUNSHINE
) REFORM ACT OF 1999**

14 Respondents.

TO THE SUPERIOR COURT OF GUAM:

17 Petitioner respectfully alleges:

18 1. This Court has jurisdiction over this matter pursuant
19 to 7 GCA 1305 and 5 GCA 10111(b).

20 2. Petitioner ASC Trust Corporation is a corporation
21 organized under the laws of Guam.

22 3. Respondent Paula M. Blas ("Blas") is a resident of Guam
23 and is sued in her capacity as Director of Respondent Government
24 of Guam Retirement Fund (the "Fund"). The Fund is an agency or
25 instrumentality of the Government of Guam.
26

27 4. This is a request for a writ of mandate to enforce
28 Petitioner's rights under the Sunshine Reform Act of 1999, 5 GCA

1 Section 10101 et seq. (the "Act"), to inspect and receive a copy
2 of the public records described below and to compel Respondent
3 Blas to comply with her duty to disclose the public records.

4 5. As Director of the Fund, Respondent Blas is the person
5 directly responsible for overseeing the daily operations of the
6 Fund.

7
8 6. On September 10, 2009 and again on September 21, 2009,
9 Petitioner, through counsel, served on Respondent Blas requests
10 under the Act for copies of the evaluation sheets reflecting the
11 scoring by the Fund's panel of evaluators of Petitioner's
12 proposal submitted in response to a request for proposals put out
13 by the Fund (RFP No. GGFR-028-06). True and correct copies of
14 the letters delivered to Respondent Blas on September 10, 2009
15 and September 21, 2009 are attached hereto as Exhibits A and B.

16
17 7. In response to Petitioner's September 10, 2009 request,
18 Respondent Blas refused to produce the requested documents on the
19 grounds that the evaluation sheets prepared by the Fund's
20 evaluation panel contained details of Petitioner's proposal and,
21 thus, the Fund was barred under Guam's procurement law from being
22 made public. A true and correct copy of Respondent's September
23 15, 2009 letter is attached hereto as Exhibit C.

24
25 8. In response to Petitioner's September 21, 2009 request,
26 Respondent Blas, through counsel, again refused to produce the
27 requested documents, asserting the same legal grounds. A true

1 and correct copy of the letter from Elyze J. McDonald, dated
2 September 29, 2009, is attached hereto as Exhibit D.

3 9. The sole alleged basis for Respondents' refusal to
4 produce the requested documents is that the requested evaluation
5 sheets contain details of or reflect information contained in
6 Petitioner's proposal which the Fund is purportedly prohibited
7 from disclosing.
8

9 10. Respondent Blas' position and her refusal to provide
10 the requested documents are without any basis in fact or law and
11 are, thus, arbitrary and capricious. The requested evaluation
12 sheets contain no details of and reflect no information contained
13 in Petitioner's proposal. Instead, as shown by the true and
14 correct copies evaluation sheets for the selected proponent
15 attached to Exhibit B hereto, which were produced by Respondents,
16 such evaluation sheets are documents generated by the Fund itself
17 and reflect only the scores of the evaluators.
18

19 11. At all times herein mentioned, Respondent Blas has been
20 able to perform her duties under the Act, but, notwithstanding
21 such ability, and despite the demands of Petitioner, has failed
22 and refused, and continues to fail and refuse, her duty to
23 produce the requested documents.
24

25 **WHEREFORE**, Petitioner prays:

26 1. That, pursuant to 5 GCA 10111(c), the Court issue its
27 alternative writ of mandate commanding Respondents to produce the
28

1 requested public documents or show cause why Respondents should
2 not do so;

3 2. That, pursuant to 5 GCA 10112(d), the Court award
4 Petitioner its court costs and reasonable attorney's fees to be
5 paid by the Fund; and

6 3. For such other and further relief as may be just and
7 proper.
8

9 **RESPECTFULLY SUBMITTED** this 5th day of October, 2009.

10 **BLAIR STERLING JOHNSON**
11 **MARTINEZ & LEON GUERRERO**
12 **A PROFESSIONAL CORPORATION**

13 BY William J. Blair
14 **WILLIAM J. BLAIR**
15 *Attorneys for Petitioner, ASC Trust Corporation*

16 **ATTACHMENTS: EXHIBITS A - D**

17 G62\03079-01
18 G:\WORDDOC\PLD\WJB\165-PETITION FOR WRIT OF
19 MANDATE RE ASC TRUST CORP V GGRF ET AL.DOC

WILLIAM J. BLAIR
THOMAS C. STERLING
RICHARD L. JOHNSON
JEHAN'AD G. MARTINEZ
VINCENT E. LEON GUERRERO

JAMES F. BALDWIN
MARTIN F. DEINHART
OF COUNSEL
J. BRADLEY KLEMM

LAW OFFICES
**BLAIR STERLING JOHNSON
MARTINEZ & LEON GUERRERO**
A PROFESSIONAL CORPORATION

SUITE 1008 DNA BUILDING
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HAGÁTÑA, GUAM 96910-5205

TELEPHONE:
(671) 477-7857

FACSIMILE:
(671) 472-4290

WRITER'S E-MAIL:
wjblair@kbsjlaw.com

September 10, 2009

VIA HAND DELIVERY

Ms. Paula Blas
Director
GOVERNMENT OF GUAM
RETIREMENT FUND
424 Route 8
Maite, Guam 96910

*Angel Castro
of Castro 9/10/09*



**RE: RFP NO GGRF-028-06: INVESTMENT MANAGEMENT AND
PLAN ADMINISTRATION SERVICES**

Dear Ms. Blas:

This office represents ASC Trust Corporation ("ASC"), with respect to the above-referenced matter.

ASC previously submitted a Sunshine Act request to the Government of Guam Retirement Fund ("GGRF"), for all documents related to the above-referenced procurement matter. Upon receipt of the requested documents, ASC noticed that you did not produce the evaluation sheet regarding the proposal submitted by ASC. As a result, ASC cannot determine how the GGRF evaluated the ASC proposal.

When ASC followed up with the GGRF about production of the subject ASC evaluation sheet, it was advised that the document was exempt from production under the Sunshine Act. While 2 G.A.R. § 3114(h), a provision of the Guam Procurement Regulations, provides that "Proposals of offerors who are not awarded the contract shall not be opened to public inspection", this provision does not shield from disclosure the agency's RFP evaluation sheet.

5 G.C.A. § 10102(d), a provision of the Sunshine Act, provides that a public record "includes any writing

EXHIBIT A

To Ms. Paula Blas

Date September 10, 2009

Page 2

containing information relating to the conduct of the public's business prepared, owned, used, or retained by any state or local agency in any format, including an electronic format." Furthermore, 5 G.C.A. § 10103(a) provides that "Every person has the right to inspect and take a copy of any public document on Guam, except as otherwise expressly prohibited in law, and except as provided in § 10108 of this Chapter." 5 G.C.A. § 10103(c) further clarifies that "Except with respect to public records exempt from disclosure by express provisions of the law, each agency, upon a request for a copy of records ... shall make the records promptly available to any person ..."

Neither 5 G.C.A. § 10108 nor any other provision of law exempts from disclosure an agency's RFP evaluation sheet. Accordingly, please immediately produce to this office the evaluation sheet produced by the GGRF with respect to the ASC proposal submitted in response to the above-referenced procurement.

Please let me know of any questions or concerns you may have with the foregoing.

Very truly yours,

BLAIR STERLING JOHNSON
MARTINEZ & LEON GUERRERO
A Professional Corporation



WILLIAM J. BLAIR

WILLIAM J. BLAIR
THOMAS C. STERLING
RICHARD L. JOHNSON
JEHAN'AD G. MARTINEZ
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HAGÁTÑA, GUAM 96910-5205

WRITER'S E-MAIL:
wjblair@kbsjlaw.com

September 21, 2009

VIA HAND DELIVERY

Ms. Paula Blas
Director
GOVERNMENT OF GUAM
RETIREMENT FUND
424 Route 8
Maite, Guam 96910

2009 SEP 21 AM 11:48
GOVT OF GUAM
RETIREMENT FUND


**RE: RFP NO GGRF-028-06: INVESTMENT MANAGEMENT AND
PLAN ADMINISTRATION SERVICES**

Dear Ms. Blas:

Thank you for your letter of September 15, 2009, and the recently prepared Memorandum summarizing the evaluation and negotiation process for the subject procurement. Unfortunately, however, we do not agree that the response to our FOIA request is complete.

Specifically, we requested a copy of the Summary Evaluation Sheets reflecting the scoring of ASC's proposal by the Fund evaluators. The summary and evaluation sheets reflecting the scoring of GWRS' proposal were produced to ASC previously. Copies are enclosed with this letter for your convenient reference.

As is readily apparent, the evaluation sheets do not contain or reveal a single detail of GWRS's proposal. They are documents generated by the Fund itself, not GWRS. The evaluation sheets for ASC would similarly not contain or reveal any information whatsoever regarding any of the details of ASC's proposal. They would reflect only the scoring of that proposal by the Fund evaluators. It goes without saying that ASC does not need to make a FOIA request to obtain a copy of its own proposal. The grounds

EXHIBIT B

de a/21/09

To Ms. Paula Blas

Date September 21, 2009

Page 2

you have asserted for not producing the evaluation sheets are thus both factually and legally baseless.

One last time, we request that the Fund produce the requested documents. ASC has the legal right to see them and we expect the Fund to respect that right.

Very truly yours,

BLAIR STERLING JOHNSON
MARTINEZ & LEON GUERRERO
A Professional Corporation



WILLIAM J. BLAIR

Enclosure

G62\NEW
G:\WORDDOC\LTR\WJB\1521-P BLAS (HD) RE RFP NO.
GGRF-028-06 (INVESTMENT MGMT & PLAN ADMIN SVCS).DOC

RFP NO. GGRF-028-06: INVESTMENT MANAGEMENT AND PLAN ADMINISTRATION SERVICES
related to the 401(a) Defined Contribution Plan / 457 Deferred Compensation Plan and Welfare Benefit Plan

SUMMARY

Evaluator	GWRs	
J.T. San Agustin	7.37	
G. Cruz	6.35	
K.T.E. Taitano	8.70	
TOTAL:	22.42	

RFP No. GGRF-028-06 - SUMMARY EVALUATION SHEET

Eval. JOE T. SAN AGUSTIN Date: 7-Feb-07

EVALUATION FACTORS (Score between 1 - 10)		Wt.	pts.	Total	pts.	Total	pts.	Total
1.	The plan for performing the required services.	0.15		0.00	9	1.35		0.00
2.	Ability to administer the plan and benefits administration process in a cost-effective manner.	0.15		0.00	10	1.50		0.00
3.	Breadth and depth of experience, specialized training and industry recognition of professional staff.	0.15		0.00	8	1.20		0.00
4.	Ability to be responsive and accessible to the Retirement Fund and to DCRS and Deferred Compensation plan participants.	0.10		0.00	8	0.80		0.00
5.	Knowledge of legislative, operational and legal aspects of Guam public pension's funds, as well as federal laws pertinent to the investment management and plan administration of the DCRS and Deferred Compensation plan.	0.10		0.00	9	0.90		0.00
6.	Ability to improve participant satisfaction and benefits administration services received from the Retirement Fund.	0.10		0.00	10	1.00		0.00
7.	Educational resources and ability to provide ongoing training.	0.10		0.00	9	0.90		0.00
8.	Record of past performance of similar work.	0.10		0.00	9	0.90		0.00
9.	Other Factors	0.05		0.00	8	0.40		0.00
	TECHNICAL - TOTAL POINTS POSSIBLE:	1.00		0.00		8.95		0.00

10.	Technical Factors	0.60	0.00	0.00	8.95	5.37	0.00	0
	Price	0.40		0.00	5	2.00		0.00

OVERALL SCORE:		1.00		0.00		7.97		0.00
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RFP No. GGRF-028-06 - SUMMARY EVALUATION SHEET

Eval. GERRY A. CRUZ Date: 7-Feb-07

EVALUATION FACTORS (Score between 1 - 10)		Wt.	pts.	Total	pts.	Total	pts.	Total
1.	The plan for performing the required services.	0.15		0.00	8	1.20		0.00
2.	Ability to administer the plan and benefits administration process in a cost-effective manner.	0.15		0.00	4	0.60		0.00
3.	Breadth and depth of experience, specialized training and industry recognition of professional staff.	0.15		0.00	8	1.20		0.00
4.	Ability to be responsive and accessible to the Retirement Fund and to DCRS and Deferred Compensation plan participants.	0.10		0.00	7	0.70		0.00
5.	Knowledge of legislative, operational and legal aspects of Guam public pension's funds, as well as federal laws pertinent to the investment management and plan administration of the DCRS and Deferred Compensation plan.	0.10		0.00	9	0.90		0.00
6.	Ability to improve participant satisfaction and benefits administration services received from the Retirement Fund.	0.10		0.00	6	0.60		0.00
7.	Educational resources and ability to provide ongoing training.	0.10		0.00	8	0.80		0.00
8.	Record of past performance of similar work.	0.10		0.00	8	0.80		0.00
9.	Other Factors	0.05		0.00	9	0.45		0.00
TECHNICAL - TOTAL POINTS POSSIBLE:		1.00		0.00		7.25		0.00

10.	Technical	0.60	0.00	0.00	7.25	4.35	0.00	0.00
	Price	0.40		0.00	5	2.00		0.00

OVERALL SCORE:		1.00		0.00		6.35		0.00
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RFP No. GGRF-028-06 - SUMMARY EVALUATION SHEET

Eval. KATHERINE T.E. TAITANO Date: 7-Feb-07

EVALUATION FACTORS (Score between 1 - 10)		Wt.	pts.	Total	pts.	Total	pts.	Total
1.	The plan for performing the required services.	0.15		0.00	8	1.20		0.00
2.	Ability to administer the plan and benefits administration process in a cost-effective manner.	0.15		0.00	9	1.35		0.00
3.	Breadth and depth of experience, specialized training and industry recognition of professional staff.	0.15		0.00	9	1.35		0.00
4.	Ability to be responsive and accessible to the Retirement Fund and to DCRS and Deferred Compensation plan participants.	0.10		0.00	10	1.00		0.00
5.	Knowledge of legislative, operational and legal aspects of Guam public pension's funds, as well as federal laws pertinent to the investment management and plan administration of the DCRS and Deferred Compensation plan.	0.10		0.00	9	0.90		0.00
6.	Ability to improve participant satisfaction and benefits administration services received from the Retirement Fund.	0.10		0.00	8	0.80		0.00
7.	Educational resources and ability to provide ongoing training.	0.10		0.00	7	0.70		0.00
8.	Record of past performance of similar work.	0.10		0.00	8	0.80		0.00
9.	Other Factors	0.05		0.00	8	0.40		0.00
	TECHNICAL - TOTAL POINTS POSSIBLE:	1.00		0.00		8.50		0.00

10.	Technical	0.60	0.00	0.00	8.50	5.10	0.00	0.00
	Price	0.40		0.00	9	3.60		0.00

OVERALL SCORE:		1.00		0.00		8.70		0.00
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GOVERNMENT OF GUAM
RETIREMENT FUND
 STABILITY · SECURITY · REWARDS

Felix P. Camacho
 Governor

Michael W. Cruz, M.D.
 Lieutenant Governor

Paula M. Blas
 Director

Trustees:

Joe T. San Agustin
 Chairman

Wilfred P. Leon Guerrero, Ed.D.
 Vice-Chairman
 Investment Committee, Chairman

Antolina S. Leon Guerrero
 Secretary

Gerard A. Cruz
 Treasurer
 Audit & Operations Committee,
 Chairman

George A. Santos
 Members' & Benefits Committee,
 Chairman

Katherine T.E. Taitano
 Trustee

Wilfred G. Aflague
 Trustee

September 15, 2009

William J. Blair
 BLAIR STERLING JOHNSON MARTINEZ & LEON GUERRERO
 Suite 1008 DNA Building
 238 Archbishop F.C. Flores Street
 Hagåtña, Guam 96910

Re: RFP No. GGRF-028-06: Investment Management and Plan Administration
 Services – Freedom of Information Act/
Sunshine Act Request

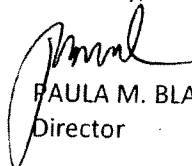
Dear Mr. Blair:

This letter responds to your Freedom of Information Act (FOIA) request that the Government of Guam Retirement Fund disclose its evaluation sheets for ASC's proposal. While the Freedom of Information Act requires the Fund to disclose public documents, under the procurement law, proposals from offerors who were not awarded a contract are not made public. As a result, the Fund is barred from producing any documents which contain details of the proposal from ASC, or any other non-awardee offeror, other than Great West Retirement Service.

Our response is now complete with the enclosed copy of the Memorandum of Evaluation and Negotiation on the above referenced RFP which was finalized after the FOIA request was received.

If you have any further questions, do not hesitate to contact me.

Sincerely,


 PAULA M. BLAS
 Director

Enclosure

RECEIVED
Sai (HD) 10:27 am
 SEP 17 2009

BLAIR STERLING JOHNSON
 MARTINEZ & LEON GUERRERO
 A PROFESSIONAL CORPORATION

424 Route 8
 Maite, Guam 96910
 Tel: 671.475.8900
 Fax: 671.475.8922
 www.ggrf.com

EXHIBIT C



RFP No. GGRF-028-06: Investment Management and Plan Administration Services related to the 401(a) Defined Contribution Plan 457 Deferred Compensation Plan and Welfare Benefit Plan

MEMORANDUM OF EVALUATION AND NEGOTIATION

To: Procurement File
From: Director, Purchasing Official
Date: September 07, 2009

On September 28, 2006, the Government of Guam Retirement Fund issued RFP No. GGRF-028-06 in search of professional services related to providing Investment Management and Plan Administration Services related to the 401(a) Defined Contribution Plan, 457 Deferred Compensation Plan and Welfare Benefit Plan, to the Fund as described in detail in Section IV, Scope of Work of RFP No. GGRF-028-06.

Background

On November 6, 2006, the RFP closed with a total of three (3) proposals submitted to the Fund. All offerors responded to the RFP by submitting their proposals at or before the date and time announced for the receipt of the proposals.

Minimum Qualifications

In reviewing the three proposals submitted, the Procurement Officer determined that all three offerors met the minimum qualifications as stated in Section V.B. Minimum Qualifications of RFP No. GGRF-028-06, and eligible for further evaluation.

The three offerors are:

1. Lincoln Financial Group / Bank of Hawaii
2. Great-West Retirement Services
3. ASC Trust Corporation

Discussions

On January 23, 2007, the Selection Panel conducted individual discussions with all three offerors regarding the firm's respective proposals.

Evaluation Process

The Selection Panel for the Fund for RFP No. GGRF-028-06 convened at 12:00 noon, February 7, 2007 in the GGRF Conference Room. Selection Panel consisted of Joe San Agustin (Chair), Katherine T.E. Taitano (Trustee), and Gerry A. Cruz (Trustee).

The three offerors were found to comply with the mandatory and material requirements of this solicitation and were evaluated based upon technical merits and price.

In ranking qualified offerors, the Selection Panel first assigned a weight to each evaluation factor based on the importance of each factor. In rendering a numeric value between 1 and 10 for each factor, the Selection Panel was asked to consider and evaluate each qualified offeror's proposal with the following Evaluation Factors listed in Section VI.C. Evaluation Factors of RFP No. GGRF-028-06. The following table summarizes the results of the individual scoring ballots:

Evaluator	LFG/BOH	GWRS	ASC
J.T. San Agustin	6.24	7.37	7.31
G.A. Cruz	6.62	6.35	8.76
K.T.E. Taitano	5.90	8.70	5.57
TOTAL:	18.76	22.42	21.64

As evidenced by the scores above, the Selection Panel deemed GREAT-WEST RETIREMENT SERVICES (GWRS) to be the best qualified offeror to provide the required services. The Selection Panel concluded at 2:50 p.m. Further evaluation of GWRS cost proposal was completed. The Selection Panel convened at 12:00 p.m., February 27, 2007 to determine acceptable costs for the services to be performed. The Selection Panel concluded at 1:40 p.m.

Negotiations

The Fund proceeded with negotiations with GWRS. On March 6, 2007, a letter was sent to GWRS detailing the Fund's acceptable price and offer. A response was received from GWRS on March 12, 2007 providing a counter-offer to the Fund's March 6, 2007 letter.

Further communication between GWRS and the Fund took place discussing current pricing and acceptable pricing for RFP No. GGRF-028-06.

On March 18, 2007, a letter was sent to GWRS stating that the Fund reviewed their modified cost proposal and has not accepted the counter-offer. At this time, the Fund requested for the firm's "best and final offer". On March 21, 2007 GWRS provided their best and final offer.

On April 27, 2007, the Fund terminated negotiations with GWRS determining that the firm's best and final offer was not fair and reasonable for the following reasons:

1. The Fund determined the fair and reasonable costs for the estimated value, scope and complexity and professional nature of the services to be performed to be a flat fee of 0.25% of total assets.
2. The scope of services to be performed was available by the other offerors and costs were determined to be competitive.
3. Custodial Services indicated in GWRS letter dated March 12, 2007 were not provided in the best and final offer. This may have an impact on overall price.

GWRS acknowledged receipt of the Fund's letter dated April 27, 2007 on April 30, 2007. The Fund commenced negotiations with the next qualified firm.

Post Procurement Appeal Negotiations and Award of Contract

On May 9, 2007, GWRS officially protested GGRF's determination that GWRS's firm's best and final offer was not "fair and reasonable". As a result, on May 11, 2007 GGRF executed a "Stay of Procurement" on RFP No. GGRF-028-06. On May 11, 2007, notices of the "Stay of Procurement" was sent to all interested parties.

On June 1, 2007, GGRF denied GWRS's protest. On May 7, 2007, GGRF notified ASC Trust Corporation that it was the next qualified offeror and sought cost and pricing data. On June 8, 2007, notices lifting the "Stay of Procurement" were sent to all interested parties.

On June 22, 2007, GWRS filed a 'Notice of Appeal' with the Office of the Public Auditor. In turn, GGRF sent letters to all interested parties informing them of the Notice of Appeal filed by GWRS. On July 6, 2007, ASC filed an "Entry of Appearance and Request for Notice" with the OPA's Office, and also participated throughout the OPA proceedings.

The OPA issued her decision on the appeal on March 12, 2008, which was amended on April 11, 2008. The OPA sustained GWRS's appeal and overruled GGRF's Decision denying GWRS's protest. GGRF was ordered to continue negotiations with GWRS in an attempt to reach an agreement to provide Investment Management and Plan Administration Services related to the 401(a) Defined Contribution Plan, 457 Deferred Compensation Plan and Welfare Benefit Plan.

In addition, the OPA noted that the Chairman of the GGRF Board had a conflict of interest. The Chairman serves on the Board of the proposed Trustee named by ASC. The OPA recommended that the Chairman not participate in the negotiations with ASC and a substitute negotiator should be appointed by GGRF. On March 28, 2008, GGRF replaced the Chairman with Ms. Antolina S. Leon Guerrero on the selection and negotiations panel.

On April 2, 2008, GGRF resumed negotiations with GWRS. GGRF requested GWRS to submit their best and final offer.

On April 10, 2008, GWRS provided their best and final offer with a reduced administrative fee of 0.24% of total plan assets, in addition to the details of their offers and all fees that will be charged. Negotiations continued until the Negotiation Panel accepted the fees on August 1, 2008.

On August 28, 2008, GGRF and GWRS commenced contract negotiations.

Board Approval

At the GGRF regular Board meeting of July 31, 2009, the Board approved the amended Investment Management and Plan Administration Services Agreement and Service Level Guarantees with GWRS.

The Agreement was signed with an effective date of August 21, 2009.

On August 21, 2009, Notification of Award was sent to all offerors.

CARLSMITH BALL LLP

A LIMITED LIABILITY LAW PARTNERSHIP

BANK OF HAWAII BLDG., SUITE 401
134 WEST SOLEDAD AVENUE, P.O. BOX BF
HAGÁTÑA, GUAM 96932-5027
TELEPHONE 671.472.6813 FAX 671.477.4375
WWW.CARLSMITH.COM

EMCDONALD@CARLSMITH.COM

OUR REFERENCE NO.:
039415-3

September 29, 2009

VIA E-MAIL WJBLAIR@KBSJLAW.COM

William Blair
BLAIR STERLING JOHNSON
MARTINEZ & LEON GUERRERO
A Professional Corporation
Suite 1008 DNA Building
238 Archbishop F.C. Flores Street
Hagátña, Guam 96910-5205

Re: Response to ASC's FOIA Request

Dear Mr. Blair:

As legal counsel to the Government of Guam Retirement Fund, I am responding to your September 21, 2009 letter to Retirement Fund Director Paula Blas, in which you, on behalf of your client, ASC, requested information under the Freedom of Information Act related to RFP No. GGRF-028-06 (the "RFP"). ASC was one of the offerors submitting a proposal in response to the RFP.

Under the Freedom of Information Act, the Retirement Fund considers ASC's request as it would consider a similar request made by any other member of the public. Members of the public may not access confidential records or other information expressly protected by law. 5 G.C.A. § 10108(i). In determining what constitutes a "confidential record or other information expressly protected under the law" the procurement regulations provide that "the agency conducting the procurement shall not disclose any information contained in any proposals until after award of the proposed contract has been made. The proposal of the offeror awarded the contract shall be opened to public inspection except as otherwise provided in the contract." 2 GAR Div. 4 § 3114(i). The corollary to this regulation is that the proposals of offerors who were not awarded a contract may not be opened to the public, and therefore, remain confidential.

The Retirement Fund's position under the Freedom of Information Act is that the evaluation sheets of offerors' proposals necessarily reflect information contained in the proposals, and therefore, like proposals, would fall under the umbrella of "confidential documents or other information expressly protected under the law" protected from disclosure to

HONOLULU

HILO

KONA

MAUI

GUAM

SAIPAN

LOS ANGELES

EXHIBIT D

William Blair
September 29, 2009
Page 2

members of the public under sections 10108(i) and 3114(i). If the information would not be disclosed to the public under the Freedom of Information Act, it would not be disclosed to ASC.

ASC's status as one of the offerors submitting a proposal to the RFP does not confer it any greater rights than a member of the public would have under the Freedom of Information Act. It is important to the Retirement Fund to take this position with all requests under the Freedom of Information Act. If you have any further questions, please do not hesitate to contact me.

Sincerely,

/s/ Elyze J. McDonald