

SEP 12 2011

TIME: 9:10am BY: GSA
FILE NO. 2011-11-016

APPLLEANT'S RESPONSE TO THE AGENCY'S STATEMENT

September 12, 2011

Docket #: 11-116

Peter Alecxis Ada
President
APM: Guam Medical Referral Services

cc: GSA
Office of the Governor
Atty. Thomas Fisher

September 12, 2011

Docket #: PAA-11:116

Ms. Doris Flores-Brooks
Office of Public Accountability
Government of Guam

On Friday, September 2, 2011, GSA officially submitted its response to OPA (Appeal PAA-11-0116) represented by the agency's legal counsel Robert Kono and a copy provided to me on the 8th of September by OPA..

In the 4th paragraph of the response, Atty. Kono mentions that Phase II successful bidders were called for the opening at 10:00 a.m. on Wednesday, July 20, 2011. My e mail requesting the return of my Bid Bond was dated and time for Friday, July 22nd at 4: a.m. Ms. Claudia S. Acfalle sent Ms. Marissa Leon Guerrero an e mail that evening at 6:47 p.m. (see attachment) to return the entire envelope UNOPENED. Ms. Leon Guerrero said in her Incident Report that she opened the envelope on the 22nd of July. So then Ms. Acfalle knew at the time she sent the email that the envelope was opened. The incident report was written after Ms. Acfalle told Ms. Leon Guerrero to return the envelope in its entirety.

If it was an honest mistake, why then did Ms. Leon Guerrero not say a word about my envelope being opened when she called me Tuesday, July 26th to come pick up the Bid Bond. And when I asked for my bid price, since I was already deemed "unacceptable", she was some what surprised that her immediate response was "oh, your bid price, let me check with the Chief." Isn't that interesting? She was already told to return the whole thing to me. Why check with the Chief? Why wasn't a phone call made to me specifically of the error between July 22nd at August 2nd?

The 5th paragraph, Atty. Kono claims that the Attorney General got into the picture as a result of my protest. I DID NOT CALL THE AG'S OFFICE. It was during an interview with an electronic media that the Governor's Chief of Staff made reference to the signatures of the Governor and the Attorney General as a "formality" that cause the AG to come out publicly referencing the Purchase Order and questioning their office's non involvement.

On Monday, the 8th of August, 2011, I got a phone call around 11:30 am from investigator Felix Manglona requesting if we could meet that afternoon at 1:30. There, my wife and I met with Atty. Fred Nishihara, Investigator Brian Cruz and Mr. Manglona. They asked me to go through the entire process of the bid process. This meeting lasted about an hour and a half. A couple of days later another meeting called for Friday, August 12th at 9:30 a.m. to reaffirm statements that I had made earlier. During that second meeting Atty. Nishihara was not present. I asked why was this meeting being called for and one of the two investigators responded because during their interview with GSA, there were discrepancies and inconsistencies in the stories and wanted clarification.

The 9th paragraph (second to the last) Mr. Kono admittedly says an error was discovered by Ms. Acfalle regarding the total amount of the contract. Then my question would be when was that phone call made; to the AG's office that it never got clarified before the "call for bids?" The Invitation for Bid was issued on June 18, 2011. One would have thought that once there is a public call for the bid, all questions would have been resolved. Obviously this is not the case and *many more inconsistencies in GSA rules, regulations and procedures* **and that's exactly what I am protesting and appealing.**

We were allowed to submit our questions and I did, but it wasn't until after the whole process was completed that other issues started to surface as inconsistent.

What's interesting is the fact that GSA **admitted having to open the Bid Price, yet in the same letter, my protest is without merit.** Maybe they were using a standard letter.

When the Bid Invitation was made public on the 17th of June, it was very clear that this bid was for a one year with an option of an additional four (4) years. What was the date that the Chief Procurement Officer contacted Deputy AG Pat Mason at the AG's Office? How could anyone from GSA and the Governor's Office who both have legal counsels not notice that the exiting bidder, which was Inter Island's latest contract is beyond \$500K. That should have told them this needed the AG's review. I find this action disturbing but maybe it is considered an "oversight". After so many years of executing contracts, one would expect them to become experts in this. I was the one that brought the topic up as to why the AGs office was not involved. And I was asked by the AG's investigators why did I ask the question. I told them because I knew the law and what is required. What I didn't know was that they were supposed to be present throughout the entire process until the AG Leonardo "Lenny" Rapadas came out in the PDN issue dated Friday August 5th and Saturday, the 6th of August (see exhibit 9C and 9D).

All I am asking is for GSA to follow their own rules and regulations or else delay the bid call until all matters are resolved. This was just being rushed.

On Tuesday, September 6th, I delivered to OPA, GSA and the Governor's Office additional information which I thought were pertinent to the appeal. However, on the 9th of September, I returned to these agencies to retrieve this documents which will be incorporated into the Appellant's Response.

Kon Respect,



Peter Alexis Ada

President,

APM: Guam Medical Referral Services

Tuesday, September 5, 2011

Ms. Doris Flores-Brooks
Office of Public Accountability
Government of Guam

Doc # 11-016

Dear Ms. Brooks,

Upon reviewing the voluminous (two volumes) of documents which was provided to your office from GSA which your office provided copy to me for my review on Monday, August 29, 2011, several important issues upon my review must be brought to light as an amendment as it relates to my original filing dated, August 19, 2011 and identified as 11-016.

Although, I fully understand that the more issues are brought to light the longer it takes to resolve this appeal. However, these matters are so important as it relates to my original appeal and I may not be able to bring these up since it was not included in the original submission. We have to bring these out to the open if we want to do it right.

MORE QUESTIONABLE INCONSISTENCIES FOUND IN THE PROCESS AND AWARD TO 063-11.

1. TAP 2 PAGE 1 (Email to Marissa Leon Guerrero from Claudia Acfalle. Take note the time the appellant wrote to Ms. Acfalle asking for the Bid Bond. It was 4:36 a.m. Sometime during the day according to the Incident Report the Bid Price envelope was opened. But take close look at the time Ms. Acfalle sent Ms. Leon Guerrero an e mail to return the envelope unopened dated 22, July at 6:47 p.m. Ms. Acfalle already knew that the envelope was opened, then why did she instruct Ms. Leon Guerrero to return it unopened by Monday, July 25th. Following the logic of dates and times, this does not make sense at all. (exhibit 1)

1. I wrote an e mail to the Chief Procurement Officer asking on what grounds was my Technical Bid to reach my rating. I strongly feel that the evaluators were determined to eliminate those having an experience or knowledge of the program design in order to give an advantage and high rating to the candidate of their choice.

2. On page 2 an offeror's proposal says that they will coordinate with GMH and Public Health for their services. The medical referral program does not work like that. The Primary Physician discusses with the patient or/and family the doctor's finding and the decision is made by the family. If the family does decide to seek further treatment elsewhere, the doctor then writes a referral. From that point on; the patient or family proceeds on to either the patient's insurance or Public Health for clearance. It is the responsibility of either the insurance or Public Health to seek an accepting hospital. It is not GMRS' responsibility for these documents.

I also noticed that no bidders offered what they would do in a case were the patient requires oxygen while in transit specifically in Hawaii. There was no mention by any bidders regarding patients that they would negotiate hotel for patients and their accompanying party who may have to stay for an extended period of time. This can be very costly. That's the job of the medical referral to negotiate throughout the contract period, but I didn't see any mention of this.

Upon reviewing the packet issued by GSA through OPA, most offerors that were labeled "acceptable" or "potentially acceptable", I found with great interest that what was being offered were a bunch of hotels. We should have this already in place prior to the patient's departure as close as possible to the hospital or medical facility. They can not wait until the last minute. Most hotels

require that a credit card must be called in to secure for the patient's/escort's first day of stay.

3. **RECREATIONAL FACILITIES:** The clients being served are sick individuals most often are not feeling well. Recreational facilities being offered to the patients require fee to enter. Most patients and families are saving whatever they have for any unexpected expenditures related to their medical treatment. Most of the families are interested in shopping for food and returning to their lodging facility. Often time immediate families and friends would come by to entertain or take the patient for a short period of time depending on the condition of the patient. But most often patients would rather stay in their rooms again because of their medical condition. They'll go if and when their health permits, but again depending where.

A. TAP 5 page 5 Section B: Unpriced technical bid offerors shall not be opened publicly. How strange is this? Why would GSA not allow bid offerors' be present during this process. This is exactly what is being questioned. What is the motive? (exhibit 2)

B. Page 5 of the Invitational Sheet section D: Once discussions are begun, ANY BIDDER WHO HAS NOT BEEN NOTIFIED THAT ITS OFFER HAS BEEN FINALLY FOUND UNACCEPTABLE MAY SUBMIT SUPPLEMENTAL INFORMATION AMENDING ITS TECHNICAL OFFER AT ANY TIME UNTIL THE CLOSING DATE ESTABLISHED BY THE PROCUREMENT OFFICER. What exactly does this mean? There's so much ambiguity in this Invitational bid which all bidders must follow. (exhibit 3)

1. TAP 5 page 6: **Evaluation and Award Contract:** I fully understand lowest bidder. **But can anyone define and explain what then is meant by RESPONSIBLE?** My understanding is that this meant fully knowledgeable of the program in accordance

to the intent of the Governor's Office. This leave me with the impression that cost outweighs service.

That brings to mind that on Wednesday, August 30th, I received a call from GSA asking me to submit a quotation for the month of September or until the appeal is resolved. (exhibit 4)

It doesn't make sense why would anyone want a quotation from someone who has been rejected in its design submission or phase I. Where is the logic here? When I got that phone call and e mail invitation, I told the individual "who would be stupid enough to want an operation for only a month. *The decision has already been made and nothing is going to change that decision. IT'S A DONE DEAL and all those e mails and phone calls were all done for FORMALITY.* They already knew whom they wanted and now just formalize it. Just don't disrupt the patients' services. In the early morning of the 1st of September, I sent an inquiry to Ms. Acfalle asking who finally got the quotation call. Her response was Mr. Fisher was awarded. I told her, I am glad for the sake of the patients and continuity.

1. Section C and D of page 7 in the Invitational form: This refers to assignment and subcontracting. I have a number of questions relative to this section.

a. On July 19, 2011, the awardee was informed of the decision. That was a Tuesday same day the evaluators reviewed the proposals. On Wednesday, the possible bidders were called in to negotiate. Thursday (Liberation Day) was a holiday and the contract was to take effect on the 24th which was a Sunday. Then my question is on the 24th of July, under whose name is the business license in all three areas? I would highly recommend that GSA, the AGs Office and OPA get a copy for each area license, because you might be in for a big surprise. Was Ms. Ramsey and

Mr. Alig down at GSA on the 21st to sign the papers? The 21st is a holiday. (exhibit 5)

The Invitational Sheet (section B & D page 7) was very specific that no part or parts of this contract shall be assigned or subcontracted without the prior and written approval of the office. In this case, the office is therefore the Governor's Office. Then my question is who signed it, what date and time was this signed? I am made to understand that neither the Attorney General nor the Governor has yet signed the contract. Does a Purchase Order authorize this to be legal? Then why wasn't it incorporated into the Invitational form, to cover from July 24th to September 30th, which I asked in my e-mail to Ms. Acfalle. (exhibit 6)

a. TAP 7 UNDER COPY OF PURCHASE ORDER COPY OF CONTRACT: I noticed that the PO was for \$40K for each of the two areas specifically Hawaii and Los Angeles. Whatever happened to Manila? Then why wasn't a PO copy also included in GSA's submission for Manila? (exhibit 7)

1. TAP 10 Why was there no signature of Vincent Leon Guerrero, and all others were there? This is dated the 19th of July. Mr. Leon Guerrero was present at the time the evaluation was conducted. Why isn't his signature then there? (exhibit 5)

1. MARIANAS VARIETY August 3rd edition: Page 1 continued on page 2. I found something in that article very interesting having a second name mentioned as the 2nd choice. How and where did this happen? Where did the reporter get this information? (exhibit 8)

What's so interesting is that a reporter called me on Monday, the 1st of August and Marianas Variety was the first one to come out

with the article on the Wednesday, the 3rd of August. (See exhibit 8)

1. PDN, August 4th, 2011 page 1 and continue on page 4. (see exhibit 9)

It is with great interest that when the reporter called my home to confirm that I did submit a bid for the contract, I did confirm it. But I also told the reporter that it was already a DONE DEAL and it would be a waste of my time to protest it.

As the conversation went on and on, it soon came to my mind that this reporter seem to know too much of what could have happened as though the reporter was right there during the deliberation detailing the information.

Upon the completion of our conversation, the reporter said they got the word from a “tip”. Therefore, it is obvious that it has to be someone from within who knew something wrong and illegal was being done. Why would the reporter go to the extend of making phone calls to confirm and inquire more information. That’s why this thing is out in the open.

I want to make it perfectly clear, that **I am not protesting the person granted the award.** What I am protesting is the inconsistency of their own policies and I hope that this matter would be resolved for future bidders. Please don’t waste people’s time asking for bids when you’ve already had someone in mind. Maybe this was done for formality only.

And I say this because I have received word that an individual was in Honolulu inquiring full information regarding the GMRO operation in Honolulu several weeks prior to the bid being called. How interesting that people will begin to secure themselves and prepare for the take over before the bid call.

11. **HIIPA LAW:** Absent an office in Hawaii, it might be of great interest for the AG and OPA to check if the current operators are allowed by law to operate out of their own private homes having medical records in their possession? The key word here is private home.

12. **AMENDMENT 2** dated June 30, 2011. **SPECIAL REMINDERS TO PROSPECTIVE BIDDERS.:** This is in reference how each bid is to be labeled and enveloped. The "From and To" the way it was written could be very deceiving or misconstrued. (exhibit 10)

13. **UNDER COPY OF OTHER CORRESPONDANCE:** Specifically the correspondence of the Attorney General dated May 8, 2008, page 2 footnote, signed by Ms. Deborah Rivera, Assistant Attorney General.

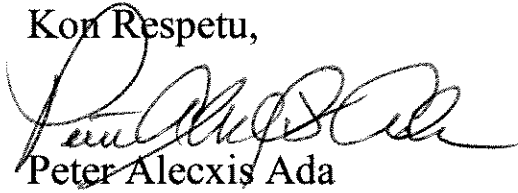
What I found quite interesting is in this footnote, Ms. Rivera mentions that "the person in charge of the Medical Referral office should sign and also signed by the Governor of Guam. Absent a person in charge, then the governor signs both lines".

This is very interesting because back in 2008, I was in charge of this office and Ms. Acfalle is very much aware that I called and asked her why was I as the director not included in this process.

Now under this contract, did the person in charge namely Mr. Jesse Alig signed or not. Or, is it different because back in 2008, it was an RFP and now this is an IFB. Something your offices both GSA and OPA should look into. (exhibit 11)

TAP 7 Page 16, take note on the signature dates. Supposedly the effective date for the operation take over is July 24, 2011. Tom Fisher signs the contract on the 26th. Franklin Arriola (COS) signs it as well on the 26th. Rose Ramsey signs it on the 27th and Claudia Acfalle signs it on the 3rd of August. Then is Mr. Fisher's operation in effect on the 24th or not? Then what happened between the 24th and the 26th? (exhibit 12)

Kon Respetu,



Peter Alecxis Ada

President, APM: Guam Medical Referral Services

cc: Chief Procurement Officer
Office of the Governor of Guam

FOR INFORMATIONAL PURPOSES ONLY
Interesting findings in the numbers

LOC.	BIDDER	OPTION 1	OPTION 2
HNL	Fisher	\$188,699.88	\$280,000.00
HNL	Ada	\$225,456.00	\$231,732.00
LA	Fisher	\$188,699.88	\$280,000.00
LA	Ada	\$212,076.00	\$218,340.00
MNL	Fisher	\$162,600.12	\$280,000.00
MNL	Ada	\$135,492.00	\$145,320.00

Note: In Option 1 Ada was cheaper by \$2,802.00 for Manila only.

If they the evaluators went with Option 2; Ada would have gotten the contract for all three areas monthly for \$49,616.00 for a total annual of \$595,392.00

OPTION 2

\$280,000.00 X 3=\$840,000.00 Annual for all three areas. This is Fisher's submission.

Ada's submitted for Option 2 for all three areas \$595.392.00

A difference of \$244,608 in Ada's favor, but the evaluators choice go to with Option 1.

Looking over these numbers it becomes rather obvious that the best thing to do is remove Mr. Ada's technical bid from the process so it clears the path to the way the evaluators wanted the end product.



Marissa Leon Guerrero <marissa.leonguerrero@gsa.guam.gov>

Fwd: Bid Bond Release

1 message

Claudia Acfalle <claudia.acfalle@gsa.guam.gov>

To: Marissa Leon Guerrero <marissa.leonguerrero@gsa.guam.gov>

* Fri, Jul 22, 2011 at 6:47 PM

Marissa pls. process accordingly! Pls. return the Phase II envelope. It is unopened since their technical bids were deemed unacceptable. Pls. contact Mr. Ada and return no later than Monday July 25, 2011.

Thank you!

Chief

----- Forwarded message -----

From: peter ada <un_chamorro@yahoo.com>

Date: Fri, Jul 22, 2011 at 4:36 AM

Subject: Bid Bond Release

To: "claudia.acfalle@gsa.guam.gov" <claudia.acfalle@gsa.guam.gov>

For those that did not pass Phase 1 of the bid, when and would the Cashier's check, Certified check, bid bond which ever one submitted be returned.

Peter Alexis Ada

Exhibit 1

B. Receipt and Handling of Unpriced Technical Offers.

In accordance with 2 GAR 3109 (t)(3), Unpriced technical offers shall not be opened publicly, but shall be opened in front of two or more procurement officials. Such offers shall not be disclosed to unauthorized persons. Bidders may request nondisclosure of trade secrets and other proprietary data identified in writing.

C. Nondisclosure of Data.

Bidders must identify trade secrets and other proprietary data contained in their proposal if they do not want that information to be disclosed. If the Bidder selected for award has requested, in writing, the nondisclosure of trade secrets and other proprietary data so identified, the Purchasing agency conducting the procurement or designee shall examine the request in the proposal to determine its validity prior to entering negotiations. If the parties do not agree as to the disclosure of data in the contract, the Purchasing Agency conducting the procurement or his designee shall inform the Bidder in writing what portion of the proposal or protests pursuant to 5 GCA Chapter 5, Article 9 (Legal and Contractual Remedies), will be so disclosed.

D. Discussions of Unpriced Technical Offers.

4 The procurement Officer may conduct discussions with any bidder who submits an acceptable or potentially acceptable technical offer. During the course of such discussions, the Procurement Officer shall not disclose any information derived from one unpriced technical offer to any other bidder. Once discussions are begun, any bidder who has not been notified that its offer has been finally found unacceptable may submit supplemental information amending its technical offer at any time until the closing date established by the Procurement Officer. Such submission may be made at the request of the Procurement Officer or upon the bidder's own initiative.

E. Notice of Unacceptable Unpriced Technical offer.

When the Procurement Officer determines a bidder's unpriced technical offer to be unacceptable, such bidder shall not be afforded an additional opportunity to supplement its technical bid.

F. Mistakes during Multi-Step Sealed Bidding.

Mistakes may be corrected or bids may be withdrawn during Phase One at any time. During Phase Two, mistakes may be corrected or withdrawal permitted in accordance with §3109(m) (Mistakes in Bids).

G. Pre-Opening Modification or Withdrawal of Bids.

Bids may be modified or withdrawn by written notice received in the office designated in the Invitation for Bids prior to the due date. A telegraphic modification or withdrawal received by telephone from the receiving telegraph company office prior to the time and date set for submission will be effective if the telegraph company confirms the telephone message by sending a written copy of the telegram showing that the message was received at such office prior to the due date.

H. Late Bids, Late Withdrawals, and Late Modifications.

Exhibit 2

B. Receipt and Handling of Unpriced Technical Offers.

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H. Late Bids, Late Withdrawals, and Late Modifications.

Any bids received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for submission at the place designated for submission is late.

Exhibit 3

REQUEST FOR QUOTATION

BUYER : Camacho, Isabel Q.
TELEPHONE: 475-1706
FAX NO. : 472-4217

- CSA

Please respond as soon possible but no later than: 8/31/2011
Requisition Number: Q110240002
RFQ #: RFQ11004493
Date: 8/30/2011

VENDOR: *Peter Abo*
APM Referral
Phone: *734-7777-7348777(F)*

PLEASE FURNISH PRICE QUOTE, DELIVERY TIME AND TERMS BASED ON F.O.B. DESTINATION FOR THE ITEMS LISTED BELOW. PLEASE RESPOND BY THE ABOVE DATE.

Quoted by Print/Signature: _____
Quote Date: _____
Phone Number: _____

** Delivery Date Required: 9/01/2011
** Delivery Date Offered: _____

Terms: _____
Prices good for: _____ Days

The party making the foregoing bid is genuine and that said bidder agrees, that they are fully aware and is in compliance with Title 5 G.C.A. Chapter 5 - 5801 and 5802 Wage Determination, and that the attached is the most recent issued by U.S. D.O.L. for the positions required to implement the required service as per the following specification.
Therefore, under penalty of perjury, I certify that the facts stated above are true.
Signature _____
Date: _____

- 1. Offering Recycle Products () YES () NO
 - 2. Offering Biodegradable Products () YES () NO
- Please separate your offer of recyclable and/or biodegradable products from regular products.

THIS IS NOT AN ORDER

ITEM	DESCRIPTION - OR EQUAL	QTY	UCM	UNIT PRICE	TOTAL PRICE	AVAILABILITY
	NOTE: QUOTATIONS ARE DUE NO LATER THAN 12:00NOON WEDNESDAY AUGUST 31, 2011.					

Exhibit 4

NOTE: The Government of Guam encourage offers of "EARTH FRIENDLY" products.

Multi-Step Bid
GSA-063-11
MEDICAL REFERRAL SERVICES

Evaluation Date:

Time:

SELECTION CRITERIA	OFFER: 1	OFFER: 2	OFFER: 3	OFFER: 4	OFFER: 5
	Caridad LLC Rating	Phils GETS Rating	Thomas J. Fisher, DBA Rating	AD Referral Services Rating	Interisland Coordinating and Promotional Services Rating
1. The plan for performing the required services (25 points)	10	10	22 10 <i>Why</i>	16	10
2. Ability to perform services as reflected by training and education, general experience, and the qualifications and abilities of personnel proposed to be assigned to perform the services (15 points)	10	10	14	10	10
3. The personnel, equipment, and facilities to perform services currently available or demonstrated to be made available at the time of contracting (25 points)	15	14	15	18	14
4. The individual or firm's reputation for personnel and professional integrity and competence (25 points)	20	20	20	15	19
5. Understanding of relevant statutes, rules and regulations used in the industry (10 points)	6	4	10	3	5
COMPANY TOTAL	61	54	81	48	58

WINCE LEON GUERRERO, GOVERNORS OFFICE
Signature/Print

W. signature

Date:

Exhibit 5

period. This Agreement may be terminated by either party upon thirty (30) day's written notice.

B. Type and Duration of Contract.

The services procured hereunder may be a multi-term contract in accordance with 2 GAR § 3121 et. seq. The Office has determined that the use of a one (1) year contract with yearly options to renew for an additional four years is required because the furnishing of long-term services is required to meet the needs of the Office. A multi-term contract will serve the best interests of the Office by encouraging effective competition or otherwise promoting economies in the Office. Bidders are directed to the provisions of 2 GAR §3121(e)(1), the terms of which are incorporated herein by reference. The contract shall take effect upon the signing of the contract by all required parties. The contract shall be deemed binding upon the signature of the Governor.

C. Responsibilities of Awarded Bidder.

The awarded Bidder shall be responsible for all work done under the contract. The awarded Bidder shall agree to devote his, her or its best efforts to the duties and responsibilities under the contract. The awarded Bidder shall perform the duties and responsibilities under the contract in a professional and competent manner in accord with acceptable standards for the Bidder's profession.

D. Assignment and Subcontracting.

The contract may not be assigned without the prior written approval of the Office. Because of the nature of the work, the awarded Bidder may not subcontract any part of the services required under the contract without the prior written approval of the Office.

E. Independent Contractor Status

The Bidder understands that if an award is made, the Bidder's relationship with the Office and the government is as an independent consultant or contractor, and not as an employee of the Office of the government.

E. Scope of Contract.

The resulting contract between the successful Bidder and the Office shall supersede any and all other prior agreements, either oral or written, between the parties and shall contain all the covenants and agreements between the parties with respect to the employment of the Bidder as an independent consultant.

F. Termination of Contract.

1. Termination for Convenience pursuant to GAR § 6101(10).

a. Termination. The Office, when the interest of the Office so requires, may terminate this contract in whole or in part, for the convenience of the

Exhibit 6



PURCHASE ORDER
 GENERAL SERVICES AGENCY
 DEPARTMENT OF ADMINISTRATION
 GOVERNMENT OF GUAM

148 Route 1
 Marine Drive
 Piti, Guam 96925

TRAN CODE

THIS PURCHASE ORDER NUMBER

No. P116A05843

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

DATE	JOB ORDER NO	OBJCL
7/20/2011	024011010231	
		230

* AIR FREIGHT TEL. CONTACT SHIP VIA:
 PREPAID-SHOW SHIPPING CHARGES AS SEPARATE ITEM ON INVOICE.

BIDDING

TO:

BYRON THOMAS I.
 120 WEST G'BRIEN DRIVE 2-Z00E
 AGANA, GU 96932
 Telephone: 671 472-1131 Fax: 671 472-ZB96

VENDOR

80096104

CONSIGNEE, DESTINATION & MARKING

GOVERNORS OFFICE
 P.O. Box 2884
 HANSEN DRIVE AGANA 96909
 GUAM MEDICAL REFERRAL SERVICE

PRIORITY	** INVITATION NO. GRA-063-11	** CONTRACT NO.	TIME FOR DELIVERY	EXPIRING	DISCOUNT TERMS:
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ARTICLES OF SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT	DOCUMENT NUMBER	TAX
CONTRACT FOR GUAM MEDICAL REFERRAL FOR THE OFFICE OF THE GOVERNOR. "OPTION 1" SEE ATTACH BID SUBMITTAL FOR SCOPE OF SERVICES. MEDICAL REFERRAL SERVICES FOR HONOLULU \$16,724.99 FOR LOS ANGELES 15,724.99 FOR PHILIPPINES 13,550.01 TOTAL: \$44,999.00 NOTE: THIS PURCHASE ORDER COVERS THE MONTH OF AUGUST 2011 AND THE REMAINING DAYS OF JULY TO BE PRORATED ACCORDINGLY WITH OPTION TO RENEW FOR FOUR (4) ADDITIONAL YEARS BASED UPON AVAILABILITY OF FUNDS. NOTE: THE GOVERNMENT OF GUAM WILL NOT BE RESPONSIBLE FOR UNAUTHORIZED PURCHASES OF SERVICES. The Government will pay for actual cost for parts acquired by the bidder. The cost estimates shall be provided to the requesting Depts/Agencies prior to purchase. Note: Amounts due this Purchase Order may be off set for monies due the Government of Guam inclusive of but not limited to taxes, fees, and returned checks plus for other damages, penalties, and Attorney's fees, after failure to pay according to ALL LATE DELIVERIES AND ACCEPTANCES ARE SUBJECT TO THE LIQUIDATED DAMAGES CLAUSE IN SECTION 6101(9)(a) OF THE GAR.	1	MOS	44999.99	44999.99	011074001	

Exhibit 1

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

\$44,999.99

↑ TOTAL ↑

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

← INSERT CHANGES AND RETURN THIS ORDER FOR AMENDMENT.

ADVANCE PAYMENT AUTHORIZATION
 PAYMENT ENCLOSED

SIGNATURE: *Claudia S. Adralle* 7/20/2011
 NAME: Claudia S. Adralle TITLE: Chief Procurement Officer