



VICTIM MANAGEMENT INFORMATION SYSTEM

PROFESSIONAL SERVICES

REQUEST FOR PROPOSAL

OAG RFP NO. 001-2020

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OAG RFP No. 01-2020 Publication Date: December 06, 2019

Section 1 – Request for Proposal (RFP) Timeline

1.1 – TABLE TIMELINE

<u>DATE</u>	<u>ACTIVITY</u>	<u>TIME</u>
12/06/19	RFP Issuance	8:00 AM Chamorro Standard Time (ChST)
12/27/19	Deadline for Submission of Written Questions	5:00 PM Chamorro Standard Time (ChST)
01/10/20	Deadline for Response to Written Questions	5:00 PM Chamorro Standard Time (ChST)
01/24/20	Deadline for Submission of RFP Proposal	3:00 PM Chamorro Standard Time (ChST)

SECTION 2 – GENERAL INFORMATION, GENERAL INSTRUCTIONS & PROJECT SCOPE

2.1 – PROJECT TITLE AND SCOPE

Office of the Attorney General (OAG) Request for Proposals (RFP) NO. 001-2020, VICTIM MANAGEMENT INFORMATION SYSTEM

2.1.1 – GLOSSARY

CFR – Code of Federal Regulations

GAR – Guam Administrative Rules and Regulations

GSA – General Services Agency of Guam

OAG – Office of the Attorney General of Guam

OAG VSC – Office of the Attorney General of Guam, Victim Service Center

OAG CICP – Office of the Attorney General of Guam, Criminal Injuries Compensation Program

OAG RCU – Office of the Attorney General of Guam, Restitution Court Unit

PO – Purchase Order(s)

RFP – Request for Proposal

STATE – Guam

VENDOR – An entity submitting a proposal in response to the RFP

VMIS – Victim Management Information System

VOCA – Victims of Crime Act

2.1.2 BACKGROUND

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The OAG is soliciting proposals to implement a new VMIS for the OAG VSC. The intent of this RFP is to procure an automated case management system to include design, configuration, installation, management reports, end user training and annual maintenance.

The VMIS will be used to achieve the OAG's vision for automating key operational functions, and sharing information among three (3) divisions or offices through an integrated case management system solution. The goal is to improve the outcomes for Guam's most vulnerable populations who require collaborative victim-centered service delivery.

The three (3) divisions or offices within OAG who will be transformed through the VMIS solution are delineated below.

OAG Victim Service Center (OAG VSC) – the OAG VSC provides advocacy services to victims of crime by informing them of victims' rights and protections and affording guidance throughout the criminal justice process. Essential services include court hearing updates, comfort witness services, referrals, escorting and transporting victims to necessary examinations, counseling sessions, court hearings, victim testimony, appointments, interviews, meetings and emotional support as needed. Advocates help victims to understand the OAG CICP and assisting them with completing the application process. They assist victims with preparing Restitution Summary Reports and Victim Impact Statements. VSC is staffed by ten advocates who are dedicated to empower victims with the goal of preventing further victimization.

OAG Criminal Injuries Compensation Program (OAG CICP) – The OAG CICP operates under the Consumer Protection Division. The CICP allows eligible victims to apply for much needed financial reimbursement assistance specifically to help offset some of the expenses incurred as a result of a crime. The OAG CICP is committed to helping victims in their path to recovery and healing.

OAG Restitution Court Unit (OAG RCU)– The OAG RCU operates under the Consumer Protection Division and is tasked to aggressively collect restitution monies owed to victims.

OAG VSC currently uses a database which resides on File Maker Pro version 5. It is the OAG's intent to migrate data contained in this existing Legacy system (File Maker Pro) into the new automated system. The proposed system must integrate and automate functions currently worked on by separate OAG divisions, and align these functions into a single system. These include automating functions of the OAG VSC, restitution hearings, restitution payments received from offenders by the Superior Court, restitution payments made to victims by the Superior Court, OAG CICP hearings, claims submitted, claims awarded, claims denied, and payments made with document references (*e.g.*, check number, date of issue, amount, document number, etc.).

System must be able integrate data external to OAG, such as data originating from external agencies.

OAG will select the successful proposal based upon several factors outlined in the RFP such as effective integration of modules; years of experience; prior implementations of similar systems, training and implementation plan; technical support; and price. The selection of finalists and the final award will be decided based on the proposal submitted by a qualified vendor that best meets the

needs of the OAG. OAG will be the sole judge of proposals and reserves the right to evaluate all proposals.

2.1.3 – PURPOSE

This RFP is issued to solicit proposals from any qualified entity, including off-island entities, to provide a VMIS for the OAG. The intent is to procure a configurable, scalable system that can meet the current and future needs of a government of Guam agency who services crime victims, including migrating data in the legacy system. The VMIS must be flexible to integrate with other third-party software, including but not limited to, reporting tools or business intelligence software, and interface with information throughout the organization, across systems, programs and media types. The system shall provide a systematic process of assessment and reassessment, planning service, service and victim-centered care coordination, referral and monitoring through which multiple service needs are met with available resources.

The selected vendor shall not be an employee of the OAG, nor employ any employee of the OAG, and shall demonstrate its ability to provide the required services with the resources and expertise to develop and implement a VMIS. The VMIS may be a stand-alone and must be able to meet standards for data confidentiality.

As appropriate, all equipment and software developed under awards that result from this solicitation must be compliant with DOJ information technology interface standards, including the [National Criminal Intelligence Sharing Plan](#), the [Global Justice XML Data Model](#), and the [Law Enforcement Information Sharing Plan](#). A list of additional standards can be found at the [OJP Standards Clearinghouse](#). The vendor must certify that any proposal submitted meets these standards.

The minimum objectives of this procurement action are to:

1. Analyze and document current processes of the OAG VSC.
2. Analyze and document current processes of the OAG CICIP.
3. Analyze and document current restitution court processes of the OAG RCU.
4. Provide a proposed solution to automate separate functions of the OAG VSC, OAG CICIP, and OAG RSU, and integrate these functions into a single system with appropriate data partitioning as required.
5. At a minimum, the proposed solution should be integrated with court dates, court hearings, restitution hearings, parole hearings, restitution ordered, restitution paid by offenders, restitution payments issued to victims, OAG CICIP claims submitted, OAG CICIP claims awarded, and track contacts chronologically by case, by victim, by offender, and any additional requirements.
6. Provide timely, reliable, and relevant information and management reports for informed-decision making.
7. Provide timely data for victim advocates to maintain responsiveness to victim concerns and inquiries.
8. Allow for multiple levels of approval and provide an adequate audit trail of user access.
9. Allow for the separate accounting and reporting of restitution payments, and awards made through OAG CICIP, VOCA compensation grants, and other federal grants.

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10. Improve data collection across divisions and offices for reporting, collection and analyses, as well as victim demographic data to meet Office for Victims of Crime (OVC) grant requirements.
11. Ensure that the successful vendor will be required to provide expert technical and functional support to the OAG and provide functional and technical information about the case management software either on-site or remotely and if directed to do so by OAG.
12. Install and implement the case management software within twelve (12) months of award. This includes any data conversion, interfacing, report configuration and other deployment-orientated activities that will take place and a replacement for new or existing systems case management systems. Provide a list of deliverables and timeline for completion of the project.
13. The OAG may desire to implement the VMIS on a wider scale, add more functions and or expand the number of users. Therefore, the system must be scalable and easily configurable.

Respondents who meet the criteria set forth herein shall submit a proposal that meets all of the requirements contained in this RFP.

Vendors must provide the OAG a copy of their **valid** Guam Business license and each year thereafter once a vendor is awarded, and while maintenance, support and warranty are in effect.

2.1.4 – PERSON(S) RESPONSIBLE FOR DRAFTING OF SPECIFICATIONS IS/ARE:

Fred Nishihira, Deputy Attorney General
Janice M. Camacho, Assistant Attorney General
Joseph A. Perez, Assistant Attorney General
Pauline I. Untalan, Special Assistant to the AG
Peter Leon Guerrero, Data Processing Manager
Jeanette M. Gomez, Program Coordinator IV

2.1.5 – OAG’S CURRENT VICTIM INFORMATION SYSTEM

The OAG VSC currently utilizes File Maker Pro version 5.

2.1.6 – DESCRIPTION OF SERVICES AND WORK INVOLVED

The contracted work shall include all analyses, documentation, solution, hardware, software, peripheral devices and maintenance for the system to operate.

The solution must have a centralized repository for a Victim Profile. Access to a Victim Profile needs to be secured via authentication. These Victim Profiles will provide summary of information on all services conducted, offered and provided by advocates and all OAG Staff. The repository should include, but not be limited to, demographic information, victim contacts, critical hearing dates related to the Court case, victim meetings, victim interviews, advocate notes, and document variables for standardized documents and more. The Victim Profile provides a single location for the end user to go to and find all of the pertinent updated information regarding victims.

For example, when the user inputs OAG CICP application information in the Victim Profile, system must be able to send an automatic notification to the Program Coordinator or Program Administrator

by email. System must also be able to automatically calculate program and statutory deadlines. (20-day calendar day response time and 18-month statutory deadline submittal).

The Document Template portion of the Victim Profile Page provides user-definable fields that work in tandem with a field exchange to a standardized document (i.e., request for loss of wages form, etc. Document Template Variables are entered into the Victim Profile Page). The Document Templates must be available for end users as their document requirements and their templates will be different. The solution will need to accommodate several hundred Document Templates facilitating the automation of repetitive documents that are needed for a case.

Case Notes can be completed and shared via a Victim Profile. Access to Case Notes will require security/user-authentication. Case Notes should be accessible by end users working on the case. Case Notes should identify who is the original author (who made the note) and the date and time stamp it was made. Access could be granted based on an end user's security profile. The end user can Add, Edit, View, Save and Print Case Notes and Victim Profile Page information. Ability to accommodate a Systems Administrator with full access, user access and a limited access as a feature.

The VMIS must include, but is not limited to, the following data fields, with data from the existing Legacy system migrated into the new solution.

The VMIS must be able to inquire, compile and produce monthly, quarterly, weekly and/or daily reports and narratives of all data fields for statistical and statutory reporting requirements. System must be able to capture data fields and produce requested reports as entered.

System must allow the end user to update information under the same Victim Profile as needed with security/use-authentication subject to approval of the program manager. System must also be able to trace changes, edits, entries or any revisions made to the Profile by the end user. Determine end user authentication and tracking.

Victim Service Center – Minimum Data Fields Required	
Victim Profile	
Victim Name: _____ <div style="display: flex; justify-content: space-around; width: 100%;"> (Last Name) (First Name) (MI) </div>	
Social Security No. ____ - ____ - ____	
Secondary Victim Name: _____ <div style="display: flex; justify-content: space-around; width: 100%;"> (Last Name) (First Name) (MI) </div>	Intake Date: ____/____/____ Incident Date: ____/____/____ Time: __ : __ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m. Intake Advocate: (free text)

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Victim Aliases / Maiden Name / Former Name: _____ (Last Name) (First Name) (MI)		Case Information: (free text) Police Report No. _____ CF/CM Case No: _____ VSC File No. _____ CICC Case No. _____ RS Case No: _____ Other: _____	
Victim Nickname or known as: (free text) _____			
Home Phone No: () ____-_____	Work Phone No: () ____-_____ ext. _____	Cell Phone No: () ____-_____	
Other Point of Contact: Name: (free text) () ____-_____ / () ____-_____		Email Address: _____ @_____ _____ @_____	
Language Assistance Needed: <input type="checkbox"/> Yes <input type="checkbox"/> No		Language: (drop down) <input type="checkbox"/> Chamorro <input type="checkbox"/> Filipino <input type="checkbox"/> Phonepein <input type="checkbox"/> Chuukese <input type="checkbox"/> Kosraen <input type="checkbox"/> Chinese <input type="checkbox"/> Mandarin <input type="checkbox"/> Korean <input type="checkbox"/> Sign Language <input type="checkbox"/> Other: _____	
Primary Residential Address (free text) 			
Village (drop down) <input type="checkbox"/> Agana Heights <input type="checkbox"/> Agat <input type="checkbox"/> Asan/Maina <input type="checkbox"/> Barrigada <input type="checkbox"/> Chalan Pago/Ordot <input type="checkbox"/> Dededo <input type="checkbox"/> Hagatna <input type="checkbox"/> Inarajan <input type="checkbox"/> Mangilao <input type="checkbox"/> Merizo <input type="checkbox"/> MongMong/Toto/Maite <input type="checkbox"/> Piti <input type="checkbox"/> Santa Rita <input type="checkbox"/> Sinajana <input type="checkbox"/> Talafofo <input type="checkbox"/> Tamuning/Tumon <input type="checkbox"/> Umatac <input type="checkbox"/> Yigo <input type="checkbox"/> Yona <input type="checkbox"/> Other _____ (Claiming from Another Jurisdiction)			
Mailing Address (free text) 			

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Village (drop down) <input type="checkbox"/> Agana Heights <input type="checkbox"/> Agat <input type="checkbox"/> Asan/Maina <input type="checkbox"/> Barrigada <input type="checkbox"/> Chalan Pago/Ordot <input type="checkbox"/> Dededo <input type="checkbox"/> Hagatna <input type="checkbox"/> Inarajan <input type="checkbox"/> Mangilao <input type="checkbox"/> Merizo <input type="checkbox"/> MongMong/Toto/Maite <input type="checkbox"/> Piti <input type="checkbox"/> Santa Rita <input type="checkbox"/> Sinajana <input type="checkbox"/> Talafofo <input type="checkbox"/> Tamuning/Tumon <input type="checkbox"/> Umatac <input type="checkbox"/> Yigo <input type="checkbox"/> Yona <input type="checkbox"/> Other _____ (Claiming from Another Jurisdiction)	
Victim's Employer (free text)	Employer's Address (free text)
Victim Advocate Privilege (drop down) Written Consent: <input type="checkbox"/> Yes <input type="checkbox"/> No Verbal Consent: <input type="checkbox"/> Yes <input type="checkbox"/> No	Restraining Order Issued <input type="checkbox"/> Yes <input type="checkbox"/> No Case No. _____ Date: ___ / ___ / _____

System generated based on current date of birth vs date of incident.

Victim Demographic			
Date of Birth ____/____/____	Ethnicity: (drop down) <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Native Hawaiian or Pacific Islander <input type="checkbox"/> White Non-Latino or Caucasian <input type="checkbox"/> Some Other Races <input type="checkbox"/> Multiple Races	Gender: (drop down) <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Unknown	Disability: (drop down) <input type="checkbox"/> Cognitive <input type="checkbox"/> Physical <input type="checkbox"/> Mental <input type="checkbox"/> Deaf/Hard of Hearing <input type="checkbox"/> Homeless <input type="checkbox"/> Immigrants/Refugees/Asylum seekers <input type="checkbox"/> LGBTQ <input type="checkbox"/> Veterans <input type="checkbox"/> Other
Date of Incident ____/____/____			
Age of victim at time of incident _____			

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	<input type="checkbox"/> Not Reported <input type="checkbox"/> Not Tracked		
Pregnant <input type="checkbox"/> yes <input type="checkbox"/> no	Alcohol/Drugs <input type="checkbox"/> yes <input type="checkbox"/> no	Victim in Another Case <input type="checkbox"/> yes <input type="checkbox"/> no	Residing with Defendant <input type="checkbox"/> yes <input type="checkbox"/> no
Children with Defendant <input type="checkbox"/> yes <input type="checkbox"/> no How many: _____ Age(s): <input type="checkbox"/> 0-12 <input type="checkbox"/> 13-17 <input type="checkbox"/> 18-24 <input type="checkbox"/> 25-29 <input type="checkbox"/> 32-59 <input type="checkbox"/> 60 and Older <input type="checkbox"/> Unknown <input type="checkbox"/> Not Reported	Arrest/Conviction <input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> Federal Case No. _____ <input type="checkbox"/> Local Case No. _____	Restitution <input type="checkbox"/> yes <input type="checkbox"/> no Payments Current: <input type="checkbox"/> yes <input type="checkbox"/> no	Village (drop down) <input type="checkbox"/> Agana Heights <input type="checkbox"/> Agat <input type="checkbox"/> Asan/Maina <input type="checkbox"/> Barrigada <input type="checkbox"/> Chalan Pago/Ordot <input type="checkbox"/> Dededo <input type="checkbox"/> Hagatna <input type="checkbox"/> Inarajan <input type="checkbox"/> Mangilao <input type="checkbox"/> Merizo <input type="checkbox"/> MongMong/Toto/Maite <input type="checkbox"/> Piti <input type="checkbox"/> Santa Rita <input type="checkbox"/> Sinajana <input type="checkbox"/> Talafofo <input type="checkbox"/> Tamuning/Tumon <input type="checkbox"/> Umatac <input type="checkbox"/> Yigo <input type="checkbox"/> Yona
Victim Deceased <input type="checkbox"/> yes <input type="checkbox"/> no Date of Death ____/____/_____ Death Certificate Submitted <input type="checkbox"/> yes <input type="checkbox"/> no	Advocate Notes (free text)		

Victim Services Referral
(drop down) <input type="checkbox"/> Information and referral <input type="checkbox"/> Information about the criminal justice process <input type="checkbox"/> Information about victim rights, how to obtain notifications <input type="checkbox"/> Referral to other victim service programs <input type="checkbox"/> Referral to other services, supports, and resources (includes legal, medical, faith-based organizations, address confidentiality programs)

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- Personal advocacy/ accompaniment
- Victim advocacy/ accompaniment to emergency medical care
- Victim advocacy/accompaniment to medical forensic exam
- Law enforcement interview advocacy/ accompaniment
- Individual advocacy (e.g., assistance in applying for public benefits, return of personal property or effects)
- Performance of medical forensic exam or interview, or medical evidence collection
- Immigration assistance (e.g., special visas, continued presence application, and other immigration relief)
- Intervention with employer, creditor, landlord, or academic institution
- Child or dependent care assistance (Includes coordination of services)
- Transportation assistance (Includes coordination of services)
- Interpreter services
- Emotional Support or Safety Services
- Crisis intervention (In-person, includes safety planning etc.)
- Hotline/crisis line counseling
- On-scene crisis response (e.g., community crisis response)
- Individual counseling
- Support groups (facilitated or peer)
- Other therapy (traditional, cultural, or alternative healing; art, writing, or play therapy, etc.)
- Emergency financial assistance
- Shelter/housing assistance
- Emergency shelter or safe house
- Transitional housing
- Relocation assistance (includes assistance with obtaining housing)
- Criminal/Civil Justice System Assistance
- Notification of criminal justice events
- Victim impact statement assistance
- Assistance with restitution
- Civil legal assistance in obtaining protection or restraining order
- Civil legal assistance with family law issues
- Other emergency justice-related assistance
- Immigration assistance
- Prosecution interview advocacy/accompaniment
- Law enforcement interview advocacy/accompaniment
- Criminal advocacy/ accompaniment
- Other legal advice and/or counsel

Case Information	
Case Caption (drop down) People of Guam vs _____ (Defendant's full name)	Police Report No. _____ CF/CM Case No: _____ VSC File No. _____
Victim's Relationship to Defendant (drop down) <input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Parent <input type="checkbox"/> Legal Guardian <input type="checkbox"/> Sibling <input type="checkbox"/> Girlfriend/Boyfriend <input type="checkbox"/> Ex- Girlfriend/Ex-Boyfriend <input type="checkbox"/> Co-Worker <input type="checkbox"/> No Relation <input type="checkbox"/> Not Reported <input type="checkbox"/> Other: _____	Minor Victim <input type="checkbox"/> Yes <input type="checkbox"/> No Elderly Victim <input type="checkbox"/> Yes <input type="checkbox"/> No Age of Victim <input type="checkbox"/> 0-12 <input type="checkbox"/> 13-17 <input type="checkbox"/> 18-24 <input type="checkbox"/> 25-29 <input type="checkbox"/> 32-59 <input type="checkbox"/> 60 and Older <input type="checkbox"/> Unknown

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<p>Charge Type (drop down)</p> <ul style="list-style-type: none"> <input type="checkbox"/> Adult Physical Assault (Includes Aggravated and Simple assault) <input type="checkbox"/> Adult Sexual Assault <input type="checkbox"/> Adult Sexual Abused / Assaulted as Children <input type="checkbox"/> Aggravated Assault <input type="checkbox"/> Aggravated Murder <input type="checkbox"/> Arson <input type="checkbox"/> Assault <input type="checkbox"/> Attempted Murder <input type="checkbox"/> Bullying (Verbal, Cyber or Physical) <input type="checkbox"/> Burglary <input type="checkbox"/> Child Physical Abuse or Neglect <input type="checkbox"/> Child Pornography <input type="checkbox"/> Child Sex Abuse / Assault <input type="checkbox"/> Criminal Mischief <input type="checkbox"/> Criminal Sexual Conduct <input type="checkbox"/> Criminal Trespass <input type="checkbox"/> Disorderly Conduct <input type="checkbox"/> Domestic and/or Family Violence <input type="checkbox"/> DUI/DWI incidents <input type="checkbox"/> Elder Abuse or Neglect <input type="checkbox"/> Family Violence <input type="checkbox"/> Forgery <input type="checkbox"/> Fraud/Financial Crime <input type="checkbox"/> Graffiti <input type="checkbox"/> Hate Crime: Racial/ Religious/ Gender/Sexual Orientation/Other <input type="checkbox"/> Home Invasion <input type="checkbox"/> Homicide <input type="checkbox"/> Human Trafficking: Labor <input type="checkbox"/> Human Trafficking: Sex <input type="checkbox"/> Indecent Exposure <input type="checkbox"/> Identity Theft /Fraud/Financial crime <input type="checkbox"/> Kidnapping (non-custodial) <input type="checkbox"/> Kidnapping (custodial) <input type="checkbox"/> Manslaughter <input type="checkbox"/> Mass Violence (domestic/international) <input type="checkbox"/> Murder <input type="checkbox"/> Vehicular Victimization (non-alcohol related) <input type="checkbox"/> Robbery <input type="checkbox"/> Stalking / Harassment / terrorizing <input type="checkbox"/> Survivors of Homicide victims <input type="checkbox"/> Teen Dating Victimization <input type="checkbox"/> Terrorism (domestic/international) <input type="checkbox"/> Theft <input type="checkbox"/> Unlawful Restraint <input type="checkbox"/> Vehicular Homicide <input type="checkbox"/> Violation of a Court Protective Order 	<p><input type="checkbox"/> Not Reported</p> <p>Location of Incident (drop down)</p> <ul style="list-style-type: none"> <input type="checkbox"/> Agana Heights <input type="checkbox"/> Agat <input type="checkbox"/> Asa-Maina <input type="checkbox"/> Barrigada <input type="checkbox"/> Chalan Pago/Ordot <input type="checkbox"/> Dededo <input type="checkbox"/> Hagatna <input type="checkbox"/> Inarajan <input type="checkbox"/> Mangilao <input type="checkbox"/> Merizo <input type="checkbox"/> MongMong/Toto/Maite <input type="checkbox"/> Piti <input type="checkbox"/> Santa Rita <input type="checkbox"/> Sinajana <input type="checkbox"/> Talafofo <input type="checkbox"/> Tamuning/Tumon <input type="checkbox"/> Umatac <input type="checkbox"/> Yigo <input type="checkbox"/> Yona <input type="checkbox"/> Not Reported
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<input type="checkbox"/> Other: _____	
Defendant's SSN – add for multiple offenders Social Security No. ____-____-_____	Date Charged ____/____/_____
Defendant's Gender – add for multiple offenders	Defendant's Age – add for multiple offenders
Location of Confinement (drop down) <input type="checkbox"/> Department of Corrections Hagatna Lock-Up <input type="checkbox"/> Department of Corrections Mangilao Correctional Facility <input type="checkbox"/> Department of Youth Affairs	Defendant's Employment – add for multiple offenders
Defendant's Disability if any – add for multiple offenders (drop down) <input type="checkbox"/> Cognitive <input type="checkbox"/> Physical <input type="checkbox"/> Mental <input type="checkbox"/> Deaf/Hard of Hearing <input type="checkbox"/> Homeless <input type="checkbox"/> Immigrants/Refugees/ Asylum seekers <input type="checkbox"/> LGBTQ <input type="checkbox"/> Veterans <input type="checkbox"/> Other	Defendant's Ethnicity – add for multiple offenders (drop down) <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Native Hawaiian or Pacific Islander <input type="checkbox"/> White Non-Latino or Caucasian <input type="checkbox"/> Some Other Races <input type="checkbox"/> Multiple Races <input type="checkbox"/> Not Reported <input type="checkbox"/> Not Tracked
Weapon Used in the Crime if any (drop down)	Defendant's Cell Phone () ____-_____
Assigned Prosecutor (free text)	Defendant's Home Phone () ____-_____
Assigned Advocate (free text)	Defendant's Work Phone () ____-_____
Sex Offender Registry: <input type="checkbox"/> Yes <input type="checkbox"/> No Level 1 <input type="checkbox"/> Level 2 <input type="checkbox"/> Level 3 <input type="checkbox"/> Defendant Failed to Register: <input type="checkbox"/> Yes <input type="checkbox"/> No	Family Violence Registry: <input type="checkbox"/> Yes <input type="checkbox"/> No Level 1 <input type="checkbox"/> Level 2 <input type="checkbox"/> Defendant Failed to Register: <input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Warrant Issued/Pending for Defendant <input type="checkbox"/> Bail Issued \$ _____ <input type="checkbox"/> Violation Hearing ____/____/____ at ____ : ____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m. <input type="checkbox"/> Return of Warrant Hearing ____/____/____ at ____ : ____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m. <input type="checkbox"/> Released with Conditions <input type="checkbox"/> Released on House Arrest <input type="checkbox"/> _____ Feet Stay Away Imposed <input type="checkbox"/> Released on Personal Recognizance <input type="checkbox"/> Released on \$ _____ Personal Recognizance <input type="checkbox"/> Released on Property Bond	Case Notes: (free text)

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<input type="checkbox"/> Remanded/Pre-Trial Release Revoked by Court <input type="checkbox"/> Remanded Pending Posting of Cash Bail \$ _____ <input type="checkbox"/> Remanded Pending Hearing <input type="checkbox"/> Matter on Appeal <input type="checkbox"/> Remanded Pending Appeal <input type="checkbox"/> Released Pending Appeal	
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OAG Restitution Court Unit

Migrate existing data fields from File Maker Pro version 5 utilized by Consumer Protection Division, OAG RCU, for Restitution Court. Solution must contain minimum data fields below and be able to generate management reports and printed case reports (and or offender reports) for court case files. The solution must be able to attach documents in PDF or other formats such as MS Word, MS Excel, and etc. in the file cabinet of each case.

System must be able to integrate Victim Profile information and Restitution Court case information. System must be able to calculate and reflect collateral source payments made by the Defendant. System must be able to calculate and record payments received by the Victim, balances due, balances owed and balances pending.

Must be able to receive data imported through Excel format and export to Excel format or a format described by the OAG.

The VMIS must be able to compile, inquire and produce management reports and narratives of all data fields for statistical and statutory reporting requirements.

<p>Restitution Court – Minimum Data Fields</p>
<p>Respondent Information</p>
<p>Case Caption (drop down)</p> <p>People of Guam vs _____ (Respondent’s full name)</p> <p>Respondent’s Social Security No. ____-____-____</p> <p>Respondent’s Date of Birth ___/___/____</p>

Restitution Case No. _____	Criminal Case No. _____	CICC Case No. _____	Police Report No. _____
Respondent Physical Address (free text)		Respondent Alternate Address (free text)	
Village (drop down) <input type="checkbox"/> Agana Heights <input type="checkbox"/> Agat <input type="checkbox"/> Asan/Maina <input type="checkbox"/> Barrigada <input type="checkbox"/> Chalan Pago/Ordot <input type="checkbox"/> Dededo <input type="checkbox"/> Hagatna <input type="checkbox"/> Inarajan <input type="checkbox"/> Mangilao <input type="checkbox"/> Merizo <input type="checkbox"/> MongMong/Toto/Maite <input type="checkbox"/> Piti <input type="checkbox"/> Santa Rita <input type="checkbox"/> Sinajana <input type="checkbox"/> Talafofo <input type="checkbox"/> Tamuning/Tumon <input type="checkbox"/> Umatac <input type="checkbox"/> Yigo <input type="checkbox"/> Yona		Village (drop down) <input type="checkbox"/> Agana Heights <input type="checkbox"/> Agat <input type="checkbox"/> Asan/Maina <input type="checkbox"/> Barrigada <input type="checkbox"/> Chalan Pago/Ordot <input type="checkbox"/> Dededo <input type="checkbox"/> Hagatna <input type="checkbox"/> Inarajan <input type="checkbox"/> Mangilao <input type="checkbox"/> Merizo <input type="checkbox"/> MongMong/Toto/Maite <input type="checkbox"/> Piti <input type="checkbox"/> Santa Rita <input type="checkbox"/> Sinajana <input type="checkbox"/> Talafofo <input type="checkbox"/> Tamuning/Tumon <input type="checkbox"/> Umatac <input type="checkbox"/> Yigo <input type="checkbox"/> Yona	
Employer (free text)		Employer Address (free text)	
<input type="checkbox"/> Annual Salary (free text) \$_____	<input type="checkbox"/> Hourly Rate (free text) \$_____	<input type="checkbox"/> Commission Income (free text) \$_____	<input type="checkbox"/> Additional Income (free text) \$_____
(free text) <input type="checkbox"/> Own \$ _____ <input type="checkbox"/> Rent \$ _____ <input type="checkbox"/> Live with <input type="checkbox"/> Parents <input type="checkbox"/> Relatives/Family <input type="checkbox"/> Other _____	Status (drop down) <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Divorced <input type="checkbox"/> Widowed	Dependents (drop down) <input type="checkbox"/> Minor Children <input type="checkbox"/> Legal Guardian/Ward <input type="checkbox"/> Legal Guardian/Parent(s) <input type="checkbox"/> Disabled Children <input type="checkbox"/> Disabled Adult	Total Number of Dependents (free text) _____
Home Phone No: () ____-_____	Work Phone No: () ____-_____ ext. _____	Cell Phone No: () ____-_____	
<input type="checkbox"/> Registered with Guam Department of Labor American Job Center (free text)	<input type="checkbox"/> Registered with a Local Recruitment Agency, Placement Agency or Temp Agency (free text)	<input type="checkbox"/> Registered with an Online Employment Search Website (free text) Name _____	

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Case Worker _____	Name _____	
<input type="checkbox"/> Financial Assets <input type="checkbox"/> Savings Account \$ _____ <input type="checkbox"/> Checking Account \$ _____ <input type="checkbox"/> Savings Bonds \$ _____ <input type="checkbox"/> TCD \$ _____	<input type="checkbox"/> Tangible Assets <input type="checkbox"/> Home Worth \$ _____ <input type="checkbox"/> Auto Worth \$ _____ <input type="checkbox"/> Property Worth \$ _____	<input type="checkbox"/> Current Assets <input type="checkbox"/> Furniture Worth \$ _____ <input type="checkbox"/> Jewelry Worth \$ _____ <input type="checkbox"/> Electronics Worth \$ _____
<input type="checkbox"/> Monthly Utility Expenses <input type="checkbox"/> Power \$ _____ <input type="checkbox"/> Water \$ _____ <input type="checkbox"/> Cable/Internet \$ _____ <input type="checkbox"/> Cell Phone \$ _____	<input type="checkbox"/> Monthly Financial Obligations <input type="checkbox"/> Loans \$ _____ <input type="checkbox"/> Credit Cards \$ _____ <input type="checkbox"/> Auto Loans \$ _____	<input type="checkbox"/> Monthly Legal Obligations <input type="checkbox"/> Child Support \$ _____ <input type="checkbox"/> Wage Assignment \$ _____ <input type="checkbox"/> Wage Garnishment \$ _____ <input type="checkbox"/> Tax Garnishment \$ _____
<input type="checkbox"/> Public Assistance <input type="checkbox"/> TANF \$ _____ <input type="checkbox"/> Food Stamps \$ _____ <input type="checkbox"/> Section 8 \$ _____ <input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Benefits Received <input type="checkbox"/> Social Security \$ _____ <input type="checkbox"/> Retirement \$ _____ <input type="checkbox"/> Military \$ _____ <input type="checkbox"/> Disability \$ _____ <input type="checkbox"/> VA \$ _____	

Conversion Order and Payment History			
Restitution Amount Ordered \$ _____	Restitution Payments Made \$ _____	Balance Forwarded to RS Court \$ _____	Payments Received by Victim \$ _____

System must be able to track calendar events of all hearings, meetings, interviews, appointments and all types of victim contact and notification in chronological order with user friendly access.

System must be able to combine all calendar events from the Victim Profile, Criminal Injuries Compensation, Restitution Court and Case Information. Goal is to capture and compile statistics of events and services provided to victims in the Victim Profile.

System must be able to have automatic payments owed and paid.

Calendar Events					
Date/Time of Hearing	Hearing Type	Judge	Victim Notified:	Victim Attending:	Advocate Notes:
___/___/____	(drop down) <input type="checkbox"/> Magistrate <input type="checkbox"/> Arraignment <input type="checkbox"/> Preliminary Hearing	(drop down) <input type="checkbox"/> ACL <input type="checkbox"/> MJB <input type="checkbox"/> AAS	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	(free text)

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___ : ___ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	<input type="checkbox"/> Bail Hearing <input type="checkbox"/> Motion Hearing <input type="checkbox"/> Criminal Trial Setting <input type="checkbox"/> Evidentiary Hearing <input type="checkbox"/> Competency Hearing <input type="checkbox"/> Jury Selection <input type="checkbox"/> Jury Trial <input type="checkbox"/> Change of Plea <input type="checkbox"/> Sentencing <input type="checkbox"/> Restitution Hearing <input type="checkbox"/> Further Proceedings <input type="checkbox"/> Status Hearing	<input type="checkbox"/> ARB <input type="checkbox"/> VPP <input type="checkbox"/> MTC <input type="checkbox"/> EMI <input type="checkbox"/> BCS <input type="checkbox"/> JQ <input type="checkbox"/> LLI <input type="checkbox"/> BAK			
Advocate Present: <input type="checkbox"/> yes <input type="checkbox"/> no			If yes, name of Advocate (free text):		

Victim Notification Information
Event Type: (drop down) <input type="checkbox"/> Court Hearing <input type="checkbox"/> Victim Testimony <input type="checkbox"/> Criminal Injuries Compensation Commission Hearing <input type="checkbox"/> Restitution Court Hearing <input type="checkbox"/> Meet and Greet <input type="checkbox"/> Appointment <input type="checkbox"/> Interview <input type="checkbox"/> Parole Hearing <input type="checkbox"/> Other: _____
Event Date and Time: (drop down) Hearing date: ___/___/___ at ___:___ a.m./p.m. <input type="checkbox"/> attending <input type="checkbox"/> not attending Meeting date: ___/___/___ at ___:___ a.m./p.m. <input type="checkbox"/> attending <input type="checkbox"/> not attending Appointment date: ___/___/___ at ___:___ a.m./p.m. <input type="checkbox"/> attending <input type="checkbox"/> not attending
Victim Requesting to meet/speak with: (drop down) <input type="checkbox"/> Assigned Prosecutor <input type="checkbox"/> Investigator <input type="checkbox"/> Judge <input type="checkbox"/> Probation Officer <input type="checkbox"/> Advocate Supervisor <input type="checkbox"/> Chief Prosecutor <input type="checkbox"/> Defendant's Attorney <input type="checkbox"/> Attorney General
Victim Request: (drop down) <input type="checkbox"/> Defendant's continued incarceration <input type="checkbox"/> Stay away / Order of protection ___ft. stay away imposed <input type="checkbox"/> Contact with defendant <input type="checkbox"/> Defendant to have contact with children
Disposition Type: (drop down) Defendant's release on _____ : <input type="checkbox"/> agrees <input type="checkbox"/> does not agree <input type="checkbox"/> no position Defendant's confinement _____ : <input type="checkbox"/> agrees <input type="checkbox"/> does not agree <input type="checkbox"/> no position Stay away order effective date _____ : <input type="checkbox"/> agrees <input type="checkbox"/> does not agree <input type="checkbox"/> no position

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Terms of plea offer dated _____: <input type="checkbox"/> agrees <input type="checkbox"/> does not agree <input type="checkbox"/> no position Restitution ordered \$ _____: <input type="checkbox"/> agrees <input type="checkbox"/> does not agree <input type="checkbox"/> no position Defendant's violation filed on _____ Defendant's escape from incarceration _____ Defendant's warrant of arrest issued _____
<input type="checkbox"/> Victim informed of Judicial Order to Appear <input type="checkbox"/> Victim attending <input type="checkbox"/> Victim not attending

Victim notification must work in tandem with Calendar of events. Each calendar event must have the ability to select if victim notification was accomplished and completed.

Automated Victim Information Notification System (AVINS)
Victim is requesting to be notified by AVINS: <input type="checkbox"/> yes <input type="checkbox"/> no
Disclosure Statement
Email _____@_____ Cell Phone No. () ____-_____ Location of Confinement (drop down) <input type="checkbox"/> Department of Corrections Hagatna Lock-Up <input type="checkbox"/> Department of Corrections Mangilao Correctional Facility <input type="checkbox"/> Department of Youth Affairs
Scheduled Release Date ___/___/_____ Furlough Date ___/___/_____ Work Release Date ___/___/_____ Escape Date ___/___/_____ <input type="checkbox"/> Change of Plea Hearing <input type="checkbox"/> Sentencing <input type="checkbox"/> Parole Completion <input type="checkbox"/> Probation Completion <input type="checkbox"/> Bail Hearing <input type="checkbox"/> Warrant Vacated by Court <input type="checkbox"/> Violation <input type="checkbox"/> Arraignment <input type="checkbox"/> Magistrate

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Criminal Injuries Compensation Information- Minimum Data Files Required

Applicant Information

(drop down)

Police Report No. _____
CF/CM Case No. _____
CICC Case No. _____
Restitution Case No. _____

Name of Applicant: _____, _____ (MI)
(Last Name) (First Name)

Victim Secondary Victim

Relationship to Victim: [Only complete for Secondary Victim] (drop down)

- Victim is a minor date of birth ___/___/_____
 Parent of Minor Legal Guardian Grandparent Adult Sibling Other: _____
- Victim is adult and/or incapacitated and/or disabled
 Spouse parent legal guardian child sibling grandparent Other: _____
- Victim is deceased date of death ___/___/_____
 Surviving spouse Parent Sibling Child Girlfriend/Boyfriend Other: _____

Victim Application Status: (drop down)

- Victim applied for Criminal Injuries Compensation in the amount of \$ _____
 Application pending Victim Awarded \$ _____
- CICC Case No. _____ PENDING CLOSED ___/___/_____
- Victim has not applied for Criminal Injuries Compensation
- Victim does not wish to apply for Criminal Injuries Compensation
- Victim is INELIGIBLE for Criminal Injuries Compensation

Type of Assistance Requested by Victim: (drop down)

- Hospital Expenses Medical Expenses Funeral/Burial Expenses Loss of Wages/Support
- Property Damage Out of Pocket Expenses _____

Other: _____			
Date of Incident: __/__/____	Date of Submission: __/__/____	Statutory Calculation:	Response Due: __/__/____

System must be able to automatically calculate Criminal Injuries Compensation eighteen (18) month statutory deadline pursuant to 8 G.C.A. § 161.90(a) and (20) twenty-day response time.

Program Reporting Requirements	
<input type="checkbox"/> INELIGIBLE (drop down) <ul style="list-style-type: none"> <input type="checkbox"/> Application does not qualify under 8 G.C.A. § 161.90 (Limitations Upon Award of Compensation) <input type="checkbox"/> Failure to Report to Police <input type="checkbox"/> Failure to Provide Police Report <input type="checkbox"/> Failure to cooperate with law enforcement, victim/witness coordinator, and/or official required by program <input type="checkbox"/> Incomplete Information <input type="checkbox"/> Contributory Misconduct <input type="checkbox"/> Crime does not qualify under 8 G.C.A. § 161.55 (Violent Crime Statute) <input type="checkbox"/> Application does not qualify under 8 G.C.A. § 161.50 (Eligibility for Compensation) <input type="checkbox"/> Withdrawn by Applicant <input type="checkbox"/> Other: _____ 	
<input type="checkbox"/> COMPENSATION TYPE (drop down) <ul style="list-style-type: none"> <input type="checkbox"/> Hospital / Medical Expenses <input type="checkbox"/> Funeral / Burial / Cremation <input type="checkbox"/> Property Damage <input type="checkbox"/> Loss of Wages <input type="checkbox"/> Other _____ 	
<input type="checkbox"/> COMPENSATION CHECK ISSUED <ul style="list-style-type: none"> <input type="checkbox"/> Yes Date Issued __/__/____ <input type="checkbox"/> Pending Inquiry Date __/__/____ 	
<input type="checkbox"/> CHECK AMOUNT \$ _____	
<input type="checkbox"/> CHECK NUMBER \$ _____	
<input type="checkbox"/> AWARDED (drop down) <ul style="list-style-type: none"> <input type="checkbox"/> Victim <input type="checkbox"/> Secondary Victim (drop down) <ul style="list-style-type: none"> <input type="checkbox"/> Surviving spouse <input type="checkbox"/> Parent <input type="checkbox"/> Sibling <input type="checkbox"/> Child <input type="checkbox"/> Girlfriend/Boyfriend <input type="checkbox"/> Other: _____ 	

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<input type="checkbox"/> Guam Memorial Hospital <input type="checkbox"/> Guam Regional Medical City <input type="checkbox"/> Guam Fire Department <input type="checkbox"/> Department of Public Health <input type="checkbox"/> Other _____
<input type="checkbox"/> DENIAL DATE __/__/_____ <input type="checkbox"/> Denied by Commission <input type="checkbox"/> Denied by the Attorney General <input type="checkbox"/> Denied by Chief Deputy Attorney General
<input type="checkbox"/> EXPENSE TYPES (drop down) <input type="checkbox"/> Crime Scene Clean Up <input type="checkbox"/> Dependent Care <input type="checkbox"/> Economic Support <input type="checkbox"/> Funeral/Burial <input type="checkbox"/> Medical <input type="checkbox"/> Dental <input type="checkbox"/> Mental Health <input type="checkbox"/> Relocation <input type="checkbox"/> Replacement Services <input type="checkbox"/> Sexual Assault Forensic Examination <input type="checkbox"/> Travel <input type="checkbox"/> Other _____
<input type="checkbox"/> TYPE OF VICTIMIZATION <input type="checkbox"/> Bullying <input type="checkbox"/> Domestic Violence <input type="checkbox"/> Elder Abuse/Neglect <input type="checkbox"/> Hate Crime <input type="checkbox"/> Mass Violence <input type="checkbox"/> Other _____
<input type="checkbox"/> TYPE OF CRIME <input type="checkbox"/> Arson <input type="checkbox"/> Assault <input type="checkbox"/> Burglary <input type="checkbox"/> Child Physical Abuse/Neglect <input type="checkbox"/> Child Pornography <input type="checkbox"/> Child Sexual Abuse <input type="checkbox"/> DUI/DWI <input type="checkbox"/> Fraud / Financial Crimes <input type="checkbox"/> Homicide <input type="checkbox"/> Human Trafficking <input type="checkbox"/> Kidnapping <input type="checkbox"/> Vehicular Crime

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- Robbery
- Sexual Assault
- Stalking
- Terrorism

SERVER TO BE INCLUDED

1. The server must be able to handle the solution requirements above (such as be able to accommodate at least twenty (20) concurrent users, archive data for at least seven (7) fiscal years, and run the entire VMIS).
2. The server must be compatible with Microsoft based applications (Microsoft Office Professional 2016) and operating system (Windows 10 Pro).
3. The server must be compatible with MS Office 2016, FileMaker Pro and Google Office Applications.
4. Any email system or victim notification must be compatible to G-Suite (Gmail).

2.1.8 WEB ACCESS

The system must have the ability to be accessed through the web by employees 24/7 for victim response with secure authentication, and vendor should include cost for this as an option to OAG.

2.1.9 SYSTEM AND NETWORK REQUIREMENTS

The system must support hierarchal security structure with internal security access controls to various modules.

Solution must be able to migrate victim or victim related information from FileMaker Pro database when needed.

Solution must have scanning capabilities that provide work-flow capabilities, electronic forms for victim processing and indexing features for quick retrieval of information.

System should allow for backup software to back up the database while in use.

Solution shall be NIEM compliant to develop, disseminate, and support enterprise-wide information to exchange standards and processes that will enable jurisdictions and external entities to automate information sharing.

Standard Windows network printers must be supported without requiring specialized drivers. Electronic Forms should be supported on copiers and printers using Printer Command Language.

System must be furnished with equipment and peripheral devices required for operation and scalable future growth, system redundancy (99.9999% uptime), system recovery, continuity of operations/disaster recovery plan utilizing either virtualization, clustered technology, redundant hardware and battery backups.

Vendor must provide a business continuity/disaster recovery plan with its proposal submission.

2.1.10 INSTALLATION, SETUP AND TRAINING

1. Proposals should include installation of the suggested solution, setup, and on-site training of all users.
2. Proposed system must have robust training materials such as manuals, e-learning, etc.
3. Proposed system must have robust ongoing maintenance and troubleshooting response.

2.1.11 SERVICE AND ANNUAL MAINTENANCE

Vendors will include warranty information on the solution including length of warranty and available extensions (include annual costs).

1. Listing of service rates.
2. Listing of annual maintenance rates.
3. Any other fees which may affect the RFP and warranty.
4. Warranty for server hardware and storage equipment for 3-5 years.

2.1.12 – DURATION OF AWARD

The initial term of the contract resulting from this RFP will be for two (2) calendar years upon its full execution by all necessary parties. OAG, at its option, may renew the contract for up to five (5) additional terms of one (1) year each, subject to availability of funds, or extend the time for performance of tasks contemplated in either the initial or subsequent terms.

OAG shall provide timely notice if funds are not available for continuation of contract beyond each fiscal year. In the event of cancellation due to unavailability of funds, Offeror will be reimbursed unamortized, reasonably incurred, non-recurring costs.

2.1.13 – COMPENSATION STRUCTURE

Each of the deliverables will be payable upon completion, delivery, approval, and acceptance by the OAG. Travel expenses must be included in the vendor's consultation pricing (or the hourly rates which are built into the cost of the deliverable) and may not be billed separately.

2.1.14– CONTRACT TYPE

A contract pursuant to this RFP is expected to be a firm fixed-price contract. A sample of the contract to be executed by the successful offeror is included as Attachment 1.

2.1.15 – FUNDING SOURCE(S)

Funds to compensate the services solicited in this RFP shall be taken from the following sources:

This RFP is one hundred percent (100%) Federally Funded under the FY2017, Vision 21: Building State Technology Capacity Project, Victims of Crime Act (VOCA), Office for Victims of Crime, Grant Award No. 2017-VF-GX-K028. CFDA 16.582, authorized by 42 U.S.C. 10603(c)(1)(A).

2.2 – COMPLIANCE WITH RFP INSTRUCTIONS

Failure to comply with the requirements of this RFP may result in proposals being deemed non-responsive and Offeror being disqualified from participation in this RFP.

2.2.1 – COMMUNICATION REGARDING THIS RFP

ANY CORRESPONDENCE OR COMMUNICATION BY A POTENTIAL OFFEROR WITH OAG MUST BE MADE IN WRITING TO THE ATTENTION OF OAG PROCUREMENT VIA EMAIL AT procurement@guamag.org OR BY FACSIMILE AT 671-477-4703 OR BY HAND DELIVERY AT THE OFFICE OF THE ATTORNEY GENERAL, ADMINISTRATION DIVISION. ALL WRITTEN COMMUNICATIONS MUST REFERENCE RFP 001-2020 IN THE SUBJECT OR REFERENCE LINE. RFP PACKETS MAY BE PICKED UP AT THE OFFICE OF THE ATTORNEY GENERAL, 9th FLOOR, SUITE 901, ITC BUILDING, TAMUNING, GUAM.

2.2.2 – ACCEPTABLE FORMAT OF PROPOSALS

Proposals must be submitted in writing.

Each Proposal Package should consist of the Offeror's separately packaged and marked Technical Submittal and Cost Submittal.

The Proposal Package shall be submitted in a clearly marked and sealed envelope or box and shall contain:

The Technical submittal should arrive in a clearly marked and sealed envelope or box that includes one (1) original with original signatures and notarizations where necessary, one (1) digital copy on compact disc or flash drive, and five (5) copies, AND

The Cost Submittal should arrive in a clearly marked and sealed envelope or box that includes one (1) original and five (5) copies.

The Proposal Package should be delivered according to the instructions in Section 2.2.3 and be marked on the outside with the following information:

Office of the Attorney General
Request for Proposal No. 001-2020

RFP Title: Victim Management
Information System

Offeror's Name:
Offeror's Address:

Contact No.:

Submittal Date: ___/___/___

Attention: Procurement Official

2.2.3 – TIME AND DATE FOR RECEIPT OF PROPOSALS

Proposals must be received by:
TIME: **3:00 PM** Chamorro Standard Time (ChST)
DATE: January 24, 2020

The Office of the Attorney General maintains the Official time in this regard. Proposals may be submitted any time before the deadline for receipt of proposals.

Proposals received past the time indicated above, AS THAT TIME IS INDICATED BY THE OAG, will not be considered for award.

If delivered via hand delivery, Federal Express, DHL, or other courier service, proposals must be delivered to the following physical address below. Please submit your proposal for services, resume and vitae letters of recommendation, and credentials to:

PHYSICAL ADDRESS: Office of the Attorney General
Re: RFP No. 001-2020
RFP Title: Victim Management Information System
590 S. Marine Corps Drive
ITC Building, 9th Floor, Suite 901
Tamuning, Guam 96913

Attention: Procurement Official

If delivered via the United States Postal Service, bids must be delivered to the following mailing address:

MAILING ADDRESS: Office of the Attorney General
Re: RFP No. 001 -2020
RFP Title: Victim Management Information System
590 S. Marine Corps Drive
ITC Building, 9th Floor, Suite
901 Tamuning, Guam 96913

Attention: Procurement Official

2.2.4 – PROPOSAL SUBMISSION FORM

Each Proposal Package will consist of the Offeror's Technical Submittal with all required forms, complete with original signatures and notarizations where necessary and Offeror's Cost Submittal.

Contents of the Proposal

Technical Submittal should arrive in a clearly marked and sealed envelope or box that includes one (1) original with original signatures and notarizations where necessary, one (1) digital copy on compact disc or flash drive, and five (5) copies, AND

1. Transmittal Cover Letter. The Transmittal Cover letter must be on the vendor's letterhead, and signed by an individual who is authorized to bind the vendor to all statements in the proposal. The cover letter should contain at a minimum:
 - a. Vendor's identity
 - b. Designation and name, title, and contact information of the vendor's representative for matters relating to the RFP
 - c. An acknowledgment that the vendor has read the RFP and accepts the terms, conditions, and instructions in the RFP
 - d. A statement that the vendor's proposal is valid for a minimum of one hundred eighty (180) days from the submission deadlines contained in the RFP
 - e. Signature of vendor's authorized representative
2. Table of Contents. The separate sections of the proposal shall be numbered sequentially and identified in the table of contents
3. Description of Organization, Qualifications, and Experience. Vendor shall provide the following:
 - a. An executive summary to provide an overview of vendor's organization and what is intended to be provided by vendor.
 - b. A statement regarding vendor's financial condition and confirming that vendor has adequate financial resources to perform the work described in the RFP
 - c. Evidence of experience in performing research, evaluation, and analysis in the area of economics and determining child-rearing costs
 - d. A description of at least two (2) past projects of similar size or scope completed within the past ten years, and the name and contact information of the entities for which such work was performed. Emphasis should be placed on previous projects for government agencies.
 - e. Vendor organizational chart and staffing plan for the proposal. Staffing plan shall include job descriptions and staff qualifications for each key position included in the proposal

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- f. A statement indicating that vendor has conducted a review to determine if company or staff affiliations might result in a conflict of interest, and if there is a potential conflict, an explanation of how that may be resolved.

- 4. Narrative and Technical Response. The Narrative and Technical Response shall provide a detailed explanation of the work to be performed and timelines for each deliverable.

Cost Submittal. Offeror's Cost Submittal should include itemized pricing for all products and services being proposed under this RFP. At a minimum, the Cost Submittal should contain hourly, daily, or flat rates and estimated expense costs for each consultant or employee proposed to work on this project and line item costs for each product necessary for the term of the contract. The Cost Submittal should be broken down into rates and costs for the first year, and rates for each renewal term if applicable.

Forms. Additional Proposal Package requirements include the return of the required forms and documents listed in Section 4.

2.2.5 – LATE PROPOSALS NOT ACCEPTED

Proposals received after the time and date in Section 2.2.3 – Time and Date for Receipt of Proposals will be considered nonresponsive and disqualified from participating in this solicitation.

2.2.6 – TRADE SECRETS AND OTHER PROPRIETARY DATA

Offeror must complete and submit OAG Procurement Form 021 with the proposal, whether or not the Offeror wishes to designate information within the proposal as a Trade Secret or other proprietary information. Blanket designations of confidentiality placed on the front cover of a proposal will not be accepted as a valid designation of proprietary information. Every item, page, section, or subsection that the Offeror wishes to designate as a trade secret or proprietary data should be clearly marked and separable from the remainder of the proposal. Where appropriate, OAG will issue an Amendment that will be added to the Request for Proposal on the OAG webpage at <http://www.oagguam.org>.

2.2.7 – ACKNOWLEDGEMENT OF AMENDMENTS TO RFP

This RFP may not be modified unless done by an Amendment made in writing by OAG. Offerors must acknowledge in writing the receipt of any amendments to this RFP. Each amendment will contain an Amendment Acknowledgement Form. For each amendment, offerors must sign the Acknowledgment Form and return the signed copy via e-mail or fax to OAG. Signed Acknowledgment Forms for every amendment must also be included with the proposal submission. Offerors who fail to properly submit Amendment Acknowledgment Forms may be deemed non-responsive and disqualified from participating in this solicitation.

2.3 – EVENTS, CONFERENCES and/or MEETINGS PERTINENT TO THIS RFP

2.3.1 – PRE-PROPOSAL CONFERENCE

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Pre-Proposal Conference(s), as appropriate, may be conducted in accordance with 2 GAR Div. 4 § 3109(g)(4) (Pre-Proposal Conferences). Such a conference may be held at any time prior to the established date for submission of proposals.

A pre-proposal conference may be held at OAG's discretion. Any potential offeror may submit a request for a pre-proposal conference in writing to OAG. In the event OAG determines to hold a pre-proposal conference, all potential offerors, that is all offerors who have requested and received an RFP packet from OAG, will be informed of the date, time, location and requirements of the pre-proposal conference. A summary, minutes or recording of the pre-proposal conference will be made available to all potential offerors.

At any pre-proposal conference or site visit, OAG may provide verbal answers to questions from potential Offerors. AT NO TIME SHALL A VERBAL ANSWER BE CONSIDERED AN OFFICIAL OAG RESPONSE. All questions must be submitted in writing in accordance with Section 2.3.2 – Pre-Proposal Written Questions. Only written answers from OAG shall be considered an official OAG response.

2.3.2 – PRE-PROPOSAL WRITTEN QUESTIONS

Potential Offerors may submit written questions concerning this RFP before the time and date listed below. Questions must be submitted in writing according to the instructions contained in Section 2.2.1 herein. All questions and responses will be made available in writing to every potential offeror. Questions submitted after the time and date below will not be considered or answered.

Questions regarding this RFP must be received in writing by OAG
by: TIME: 5:00 pm Chamorro Standard Time (ChST)
DATE: December 27, 2019

2.4 – AWARD

2.4.1 – EVALUATION FACTORS FOR AWARD

OAG will review and rank each technical proposal to determine the Best Qualified Offeror. In determining the Best Qualified Offeror, OAG will evaluate each proposal according to the factors below. A total of 100 points is available.

Cost proposals, though submitted with the Technical Proposal, will not be considered in determining the Best Qualified Offeror. Cost proposals will be opened and considered only during the negotiation phase with the Best Qualified Offeror. Award of a contract pursuant to this RFP will be made only after negotiation of a fair and reasonable price with the Best Qualified Offeror in accordance with Section 3114(l) of the Guam Procurement Regulations.

Evaluation Factors	Points
The plan for performing the required services	30
The ability to perform the services as reflected by the technical training and education, general experience, specific experience in providing the required services, and the qualifications and abilities of personnel proposed to be assigned to perform the services	25
The personnel, equipment, and facilities to perform the required services	25
A record of past performance of similar size and scope of work	20
Total Possible Points	100

2.4.2 – DETERMINATION OF RESPONSIBILITY

Responsibility of an offeror will be determined in accordance with 2 GAR §3116. Offerors should be prepared to promptly provide to OAG information relating to the offeror’s responsibility. Such information may include but is not limited to documentation of financial, personnel, and other resources, expertise, or records of performance. Failure of an offeror to comply with a request by OAG for information relating to responsibility may result in a determination that the offeror is not responsible and therefore disqualified from an award.

2.4.3 – NOTICE AND EXECUTION OF AWARD

Any award pursuant to this RFP will not be complete until an agreement for the scope of work and the project is fully executed by the selected Offeror, OAG, and other required parties. A sample agreement is included in this RFP as ATTACHMENT 1. OAG reserves the right to alter the sample agreement as allowed by applicable law or regulation.

2.5 – GENERAL INFORMATION

2.5.1 – DELIVERY AND PERFORMANCE SCHEDULE

The selected contractor shall commence work on the date specified in the notice to proceed. A contract for goods and/or services procured through this RFP shall be subject to the availability of funds and applicable delivery and payment deadlines.

2.5.2 – METHOD OF PAYMENT

Offerors submitting proposals in response to this RFP should be aware that payments for goods and/or services procured through this RFP will be made in installments agreed upon in the contract and tied to satisfactory completion and progress of assigned tasks.

2.5.3 – INSPECTION AND ACCEPTANCE OF GOODS

Offerors submitting proposals in response to this RFP should be aware that OAG reserves the right to inspect and test all goods, supplies, materials or equipment delivered in response to this RFP. OAG reserves the right to reject and, at its discretion, require replacement of, those items that are determined to be defective in material, construction, workmanship, manufacturing, or performance and/or that do not conform to the specifications described in this RFP.

2.5.4 – ALTERNATE PROPOSALS

An alternate proposal will not be accepted. A submission of an alternate proposal will be considered nonresponsive and may disqualify a vendor from participating in this solicitation.

2.5.5 – SAMPLES OR DESCRIPTIVE LITERATURE

Pursuant to 2 GAR Div. 4 § 3109(e)(3), samples or descriptive literature should not be submitted to OAG unless expressly requested within this RFP. Regardless of any condition set by an offeror, unsolicited samples or descriptive literature will not be examined, tested, or deemed to vary any requirements of this RFP.

SECTION 3 – TERMS AND CONDITIONS

3.1 – REQUIREMENTS FOR ALL SOLICITATIONS

Proposals must fulfill the requirements for all solicitations identified in this RFP. Each of the forms identified herein must be completed and returned according to the instructions provided. The term “GCA” refers to the Guam Code Annotated. The term “GAR” refers to the Guam Administrative Rules and Regulations, Division 4, Procurement Regulations. Administration of this RFP shall be subject to the Guam Procurement Law at 5 GCA Chapter 5 and the procurement regulations at 2 GAR Division 4.

3.2 – LICENSE TO CONDUCT BUSINESS ON GUAM; POLICY IN FAVOR OF LOCAL PROCUREMENT

Offerors providing services or supplies pursuant to or in support of this RFP are subject to licensure requirements in accordance with 5 GCA § 5008. Information about obtaining a license to do business on Guam may be obtained from the Guam Department of Revenue and Taxation. Preferential selection of businesses licensed to do business on Guam may be made in accordance with 5 GCA § 5008.

3.3 – LIST OF FORMS REQUIRED FOR ALL SOLICITATIONS

Offerors must complete and submit all forms required by this RFP and those listed in Section 4 herein.

3.4 – DISCLOSURE OF OWNERSHIP AND COMMISSIONS

Offerors must expressly identify all major shareholders in accordance with 5 GCA § 5233.

******AG Procurement Form 002 (Rev. Nov. 17, 2005) must be completed and included in all proposals to this RFP******

3.5 – OFFERORS CERTIFY THAT PRICE OR OFFER WAS INDEPENDENTLY ARRIVED AT WITHOUT COLLUSION

By submitting a proposal, an Offeror certifies that the price or offer in its proposal was independently arrived at without collusion in accordance with 2 GAR § 3126(b).

******AG Procurement Form 003 (Jul. 12, 2010) must be completed and included in all responses to this RFP******

3.6 – PROHIBITION AGAINST GRATUITIES AND KICKBACKS

By submitting a proposal, an Offeror certifies to the best of its knowledge that neither it, nor any of its officers, representatives, agents, subcontractors, or employees, have violated or are violating the prohibition against gratuities and kickbacks set forth in 5 GCA § 5630.

Offerors submitting proposals must certify to the best of their knowledge that neither they, nor any of their officers, representatives, agents, subcontractors, or employees have offered, given or agreed to give, any Government of Guam employee or former government employee, any payment, gift, kickback, gratuity or offer of employment in connection with the Offerors response to this RFP. 5 GCA § 5630(c); 2GAR § 11107(3) and 11107(4) (e).

******AG Procurement Form 004 (Jul. 12, 2010) must be completed and included in all responses to this RFP******

3.7 – REPRESENTATION REGARDING ETHICAL STANDARDS

By submitting a proposal, Offeror represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

******AG Procurement Form 005 (Jul. 12, 2010) must be completed and included in all responses to this RFP******

3.8 – REPRESENTATION REGARDING CONTINGENT FEES

By submitting a proposal, Offeror represents that it has not retained a person to solicit or secure a territorial contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business, in accordance with 5 GCA § 5631.

******AG Procurement Form 007 (Jul. 12, 2010) must be completed and included in all responses to this RFP******

3.9 – RIGHT OF OAG TO CANCEL REQUEST FOR PROPOSAL

OAG reserves the right to cancel this RFP at any time when it is in the best interests of OAG, in accordance with 5 GCA § 5225 and 2 GAR § 3115(c).

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OAG reserves the right to reject any proposal in whole or in part when it is in the best interest of the Department, in accordance with 2 GAR Div. 4 § 3115(e)(2).

3.10 – PROHIBITION AGAINST EMPLOYMENT OF SEX OFFENDERS

Any entity providing services pursuant to this RFP is prohibited from employing sex offenders to provide the services or goods being procured through this RFP. Specifically, pursuant to 5 GCA § 5253:

§ 5253. Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues.

- a) No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the Government of Guam, shall work for his employer on the property of the Government of Guam other than a public highway.
- b) All contracts for services to agencies listed herein shall include the following provisions: (1) warranties that no person providing services on behalf of the contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and (2) that if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.
- c) Any contractor found in violation of § 5253(b), after notice from the contracting authority of such violation, shall, within twenty-four (24) hours, take corrective action and shall report such action to the contracting authority. Failure to take corrective action within the stipulated period may result in the temporary suspension of the contract at the discretion of the contracting authority.

SOURCE: Added by P.L. 28-24:2. Amended by P.L. 28-98:2 (Feb. 7, 2006).

3.11 – WAGE AND BENEFITS DETERMINATION FOR SERVICES

Offerors submitting proposals must pay employees providing services procured through this RFP in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by U.S. Department of Labor for such labor as is employed in the direct delivery of

contract deliverables to the Government of Guam. 5 GCA § 5801 and § 5802, as applicable. A copy of the most recent wage determination is included herein. The Wage Determination for Guam and the Northern Mariana Islands also can be found on the U.S. Department of Labor’s website: <http://www.wdol.gov>.

Offerors submitting proposals must provide health and similar benefits for employees, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by U.S. Department of Labor and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee. 5 GCA § 5802.

*****AG Procurement Form 006 (Feb. 16, 2010) must be completed and included in all responses to this RFP.*****

3.12 – MANDATORY DISPUTES CLAUSE (2 GAR § 9103(g))

- A. In accordance with Guam procurement law, all controversies between the territory and the Contractor which arise under, or by virtue of, this contract and which are not resolved by mutual agreement, shall be decided by the OAG in writing, within 60 days after written request by the Contractor for a final decision concerning the controversy; provided however that if OAG does not issue a written decision within 60 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as if an adverse decision had been received. OAG shall immediately furnish a copy of the decision to the Contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless fraudulent, or the Contractor brings an action seeking review of the decision before the Guam Office of Public Accountability. The Contractor shall comply with any decision of OAG and proceed diligently with performance of this contract pending final resolution by the Office of Public Accountability or the Superior Court of Guam of any controversy arising under or by virtue of this contract, except where there has been a material breach of the contract by OAG; provided, however, that in any event the Contractor shall proceed diligently with the performance of the contract where OAG has made a written determination that continuation of work under the contract is essential to public health and safety.
- B. Any disputes for expenses incurred in reliance upon this agreement shall be subject to the Government Claims Act found at Title 5, Guam Code Annotated, Chapter 6.

Section 4 – FORMS REQUIRED FOR ALL PROPOSALS SUBMITTED IN RESPONSE TO RFP

Proposal must contain signed, and where required, notarized originals of the forms listed below.

	<u>Form Name</u>	<u>Form Title</u>
1.	OAG Procurement Form 020	SPECIAL PROVISION – RESTRICTION AGAINST SEX OFFENDERS
2.	OAG Procurement Form 021	REQUEST FOR PROPOSAL – DESIGNATION OF PROPRIETARY INFORMATION

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3.	AG Procurement Form 002 (Rev. Nov. 17, 2005)	AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS
4.	AG Procurement Form 003 (Jul. 12, 2010)	AFFIDAVIT re NON-COLLUSION
5.	AG Procurement Form 004 (Jul. 12, 2010)	AFFIDAVIT re GRATUITIES or KICKBACKS
6.	AG Procurement Form 005 (Jul. 12, 2010)	AFFIDAVIT re ETHICAL STANDARDS
7.	AG Procurement Form 006 (Feb. 16, 2010)	DECLARATION re COMPLIANCE WITH U.S. DOL WAGE DETERMINATION (Including a supplemental copy of the U.S. DOL WAGE DETERMINATION RATES)
8.	AG Procurement Form 007 (Jul. 15, 2010)	AFFIDAVIT re CONTINGENT FEES

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Special Provisions

RFP: **0 0 1 -2020**

RE: FINANCIAL MANAGEMENT SYSTEM

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

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

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

OAG Procurement Form 020

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OFFICE OF THE ATTORNEY GENERAL

590 S. MARINE CORPS DRIVE
ITC BUILDING, SUITE 901
TAMUNING, GUAM 96913

TEL: 671-475-3324 | FAX: 671-477-4703

REQUEST FOR PROPOSAL – DESIGNATION OF PROPRIETARY INFORMATION

All Offerors are advised that pursuant to 2 GAR §3114(h) if a contract is awarded pursuant to a Request for Proposals (RFP), the successful proposal may be incorporated into the contract and thereafter considered public information. If an Offeror wishes to prevent the public release of certain information within a proposal on the basis that such information is a trade secret or other proprietary data, the Offeror must clearly designate the sections of the proposal as proprietary information and request in writing that such information be exempt from public disclosure.

For proposals selected for award under an RFP, the Attorney General, Office of the Attorney General (OAG) or her designee will examine requests to designate information as proprietary and issue a decision in writing as to whether such information will be considered proprietary. Disagreements as to whether information will be considered proprietary will be resolved pursuant to 2 GAR §3114(h)(2).

Offerors wishing to designate proposal information as proprietary must clearly mark such sections within the proposal and identify the corresponding sections and page numbers below and return this form with the proposal.

I, _____, an authorized representative of _____, hereby request that the sections and page numbers listed below of the proposal submitted in response to **RFP 001-2020, VICTIM MANAGEMENT INFORMATION SYSTEM**, be considered a trade secret or proprietary data and therefore exempt from public disclosure:

Name: _____

Title: _____

Company: _____

Signature

OAG Procurement Form 021

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AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS

CITY OF _____)
) ss.
 ISLAND OF GUAM)

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

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

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

Name	Address	% of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Name	Address	Compensation
_____	_____	_____

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

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

Subscribed and sworn to before me
 this ___ day of _____, 201__.

 NOTARY PUBLIC
 My commission expires: _____
 AG Procurement Form 002 (Rev. Nov. 17, 2005)

AFFIDAVIT re NO GRATUITIES or KICKBACKS

CITY OF _____)

) ss.

ISLAND OF GUAM)

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

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

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

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

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

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

Subscribed and sworn to before me

this ____ day of _____, 20__.

NOTARY PUBLIC
My commission expires _____, _____.

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

Procurement No.: _____

Name of Offeror Company: _____

I, _____ hereby certify under penalty of perjury:

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

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

§ 5801. Wage Determination Established.

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

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

§ 5802. Benefits.

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

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

(4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. [*INSTRUCTIONS - Please attach!*]

Signature

AG Procurement Form 006 (Feb. 16, 2010)

AFFIDAVIT re CONTINGENT FEES

CITY OF _____)
ISLAND OF GUAM) ss.
_____)

_____ [*state name of affiant signing below*], being first duly sworn, deposes and says that:

1. The name of the offering company or individual is [*state name of company*]
_____.

2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. This statement is made pursuant to 2 GAR Division 4 § 11108(f).

3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the Government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 § 11108(h).

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

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

Subscribed and sworn to before me
this ____ day of _____, 20__.

NOTARY PUBLIC
My commission expires _____, _____.

SAMPLE CONTRACT

(This is a sample document. The Office of the Attorney General reserves the right to issue and execute a contract pursuant to this RFP and as allowed by law or regulations, and hereby reserves all other rights as stated in the RFP or otherwise applicable.)

**AGREEMENT BETWEEN THE OFFICE OF THE ATTORNEY GENERAL OF GUAM,
CHILD SUPPORT ENFORCEMENT DIVISION**

AND [VENDOR]

FOR SERVICES PURSUANT TO OAG RFP 001-2020

THIS AGREEMENT is entered into by and between the **OFFICE OF THE ATTORNEY GENERAL OF GUAM** (“OAG”), an agency of the government of Guam, whose address is 590 S. Marine Corps Drive, Suite 901, Tamuning, Guam 96913 and **[VENDOR]** (“Contractor”), whose address is _____.

WHEREAS, OAG issued a Request for Proposal (“RFP”) OAG **RFP 001-2019** for Professional Services for Analysis and Recommendation for Resolution of Undistributed Child Support Collections attached herewith as **Exhibit 1**;

WHEREAS, OAG has determined it does not have adequate personnel or resources to perform the services contemplated in this agreement and it is in the best interests of OAG to have such services performed under contract;

WHEREAS, Contractor responded to the RFP by submitting a proposal (“Proposal”) to provide services in accordance with the RFP, and was selected as the most qualified offeror;

WHEREAS, by submitting its Proposal, Contractor warrants and represents that it possesses the necessary knowledge, resources and experience to perform the work and services herein described professionally, skillfully and diligently; and

WHEREAS, OAG desires to retain Contractor for specific services on the terms and conditions set forth in this Agreement and Contractor has agreed to accept such terms and conditions;

WITNESSETH, in consideration of the mutual covenants hereinafter set forth, the Parties agree as follows:

I. Statement of Services to be Performed.

A. Scope of Work. The Contractor shall provide professional consulting services for the OAG, as described in the _____ **dated** _____ attached herein as **Exhibit 2**. Specified dates for performance of tasks may be amended by written agreement between OAG and Contractor's authorized representative. Contractor shall provide status reports on the services performed as required under this Agreement or more frequently as requested by OAG. Contractor recognizes that failure to perform any services required under this Agreement per the terms and conditions herein constitutes a material breach of this Agreement.

B. Contractor Provisions of Resources. Contractor agrees to furnish all qualified personnel, facilities, tools, equipment, materials and transportation to perform the services and work provided for in this Agreement. Contractor represents that it and its employees possess the professional and technical expertise necessary to perform the services called for in this Agreement in a competent, professional manner, in line with the services of a typical Contractor engaged in the same and similar field as Contractor herein. OAG may, in its sole discretion and based upon availability, provide staff assistance to Contractor in furtherance of this Agreement. The Contractor shall insure that its employees engaged in work hereunder are informed of all relevant provisions of this Agreement.

C. Other Work. OAG acknowledges and agrees that Contractor may provide services to other clients, persons or companies apart from the services performed in this Agreement, as long as the performance of such other services does not in any way conflict with or hinder the performance of services herein. In the event OAG discovers or determines that the Contractor is providing services to a third party which conflicts with or hinders the performance of services under this Agreement, Contractor must immediately cease performing those third party services upon being provided written notice by OAG and OAG may invoke any further available remedies under the terms of this Agreement.

D. Location of Services. Contractor may perform the services under this Agreement at any suitable location as approved by OAG.

II. Term of Agreement.

A. This Agreement shall be effective upon its full execution by all necessary parties until _____. It may thereafter be renewed for up to _____ additional terms of one year upon written agreement between OAG and Contractor's authorized representative. Such renewal shall be subject to the certification and availability of funds available for these services.

B. This Agreement will be cancelled if funds are not appropriated or otherwise made available to support continuation after this fiscal year. OAG shall provide timely notice if funds are not available for continuation of contract beyond the fiscal year. In the event of cancellation due to unavailability of funds, Contractor will be reimbursed unamortized, reasonably incurred, non-recurring costs.

III. Compensation.

A. Compensation. Compensation for Services: Contractor shall receive compensation from OAG for Services as provided for in the _____ dated _____ attached herein as **Exhibit 2** to this Agreement and in an amount not to exceed _____ (\$_____).

B. Expenses. Contractor shall be solely responsible for all expenses incurred in the performance of services under this Agreement unless otherwise expressly provided for herein.

C. No Compensation Prior to Approval of Agreement. OAG shall not be liable to Contractor for any services performed by Contractor prior to full execution of this Agreement by all parties, and Contractor expressly waives any and all claims for services performed in expectation of this Agreement prior to its full execution.

D. Final Payment. Final payment shall be made upon satisfactory performance of all services required to be performed by Contractor under this Agreement. Prior to the final payment due Contractor, and as a condition precedent thereto, Contractor shall execute and deliver to OAG a release in form approved by OAG of claims against OAG arising under this Agreement. Contractor expressly waives the provision of Section 82602 of Title 18, Guam Code Annotated, which states:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

E. Payment. All rates and prices and payments to the Contractor shall be in the currency of the United States.

IV. Early Termination.

A. By OAG. OAG reserves the right to cancel or terminate this Agreement prior to its completion for reasons including, but not limited to, the following:

(i) Termination without Cause: OAG may terminate this Agreement, without cause, upon the delivery of written notice to the Contractor at least thirty (30) days prior to the intended date of termination;

(ii) Termination in the Best Interest of the Government of Guam: OAG may terminate this Agreement based upon a determination that such termination is in the best interests of the Government of Guam by delivering a written notice of such termination to the Contractor and the effective date of such termination. Circumstances for termination under this clause include but are not limited to Contractor's successful completion of services under this Agreement to the satisfaction of OAG.

(iii) Termination for Cause/Default: If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Procurement Officer may notify the Contractor in writing of the delay or non-performance and if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part the Procurement Officer may procure similar supplies or services in a manner and upon terms deemed appropriate by the Procurement Officer. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

(iv) Termination for Convenience. The OAG procurement officer may, when the interests of OAG so require, terminate this contract in whole or in part, for the convenience of OAG. The procurement officer shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The procurement officer may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to OAG. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as necessary to do so.

The Contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data to the extent required by 2 GAR §3118. If the Contractor fails to file a termination claim within one year from the effective date of termination, the procurement officer may pay the Contractor, if at all, an amount set in accordance with this section. The procurement officer and the Contractor may agree to a settlement provided the Contractor has filed a termination claim as required herein and the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by OAG and the contract price of the work not terminated. Absent agreement of a settlement, the procurement officer shall pay the Contractor the following amounts: with respect to all contract work performed prior to the effective date of the termination, the total, without duplication of any items, of: (a) the cost of such work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amount paid or to be paid for completed portions of such work; provided that if it appears that the Contractor would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss; (b) cost of settling and paying claims arising out of the termination of subcontracts or orders pursuant to this clause. These costs must not include costs paid in accordance with subsection (a) above; (c) the reasonable settlement costs of the Contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontracts thereunder. The total sum to be paid the Contractor under this subsection shall not exceed the total contract price plus the reasonable settlement costs of the Contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies or materials under this section, and the contract price of work not terminated.

B. By Contractor.

(i) Termination for Cause: Contractor shall notify OAG in writing of deficiencies or default in the performance of OAG's duties under this Agreement. OAG shall have twenty (20) days to correct the deficiency or cure the default, which period may be extended by Contractor (said extension not to be unreasonably denied). Upon 60 days' written notice of Contractor's termination of this Agreement for cause, the Contractor shall be entitled to payment, in accordance with Section III of this Agreement, for satisfactory services rendered up to the termination date and OAG shall have no obligations to Contractor. The Contractor shall be obligated to continue performance of services, in accordance with this Agreement, until the termination date and shall have no further obligation to perform services after the termination date.

C. Termination/Modification for Lack of Funds. OAG may terminate or modify this Agreement based upon a lack of funding. In such an event, OAG shall promptly provide notice to Contractor and within twenty (20) days of the notice, the Parties shall renegotiate the terms of this Agreement in good faith. If the parties are unable to reach an agreement on the renegotiation, then either Party may terminate this Agreement pursuant to Section IV of this Agreement as applicable.

D. Preservation of Property. Notwithstanding any termination of this Agreement, and subject to any directions from OAG, the Contractor shall take timely and

reasonable and necessary action to protect and preserve the property in the possession of Contractor in which OAG has an interest.

E. Additional Provisions. In the event that either party effects an Early Termination, it is expressly provided that OAG may issue a new Request for Proposal with respect to such terminated services. This provision shall not be deemed an admission or waiver of any rights and defense with respect to rights of either Party under this Agreement, including but not limited to, either Parties' rights to assert damages for breach of Agreement.

V. **Contact Person.** The Contractor agrees that, during the term of this Agreement, it shall identify a primary contact person who is familiar with the services being performed hereunder and who shall be responsible to the questions and direction of OAG. The contact person must be identified in writing within thirty (30) days after full execution of this Agreement by all parties. OAG reserves the right to request replacement of the contact person designated by the Contractor under this Agreement.

VI. Confidentiality.

A. Information. The Contractor hereby warrants that it shall not disclose any documents, materials or information, whether verbal, written, electronic or digital media or otherwise (collectively, the "Information"), made available or acquired for the purpose of carrying out this Agreement. Only authorized persons shall use and have access to the Information, and then only for the period such access is required to perform services under this Agreement. All necessary steps shall be taken by the Contractor to safeguard the confidentiality of the Information in conformance with any applicable United States and Guam laws, statutes and regulations.

The Contractor shall keep copies of the Information and the provisions of this Section shall remain in effect as long as determined by OAG. All of the Information shall be returned promptly after use to OAG and all copies or derivations of the Information shall be physically and/or electronically destroyed. Contractor shall include a letter attesting to the complete return of Information and documenting the destruction of copies and derivations with the returned Information.

The Contractor shall not enter into any Agreements or discussions with a third party concerning such Information without the prior written consent of OAG, and then only if the Contractor requires the third party(ies) to agree to the terms of the confidentiality set forth herein and the Information is provided to such third party(ies) only for purposes of enabling the Contractor to discharge its responsibilities under this Agreement.

It is specifically provided that the limitations contained in this paragraph A shall not apply (i) to the extent required by applicable law, (ii) to the extent that any Information is now or hereafter becomes part of the public domain, but only to the limited extent that such Information, or any portion thereof, is in the public domain not as a result of any breach or violation of this

Agreement, or (iii) to the extent that a party is directed otherwise under the terms of a valid and effective order, issued by a court of competent jurisdiction.

B. **Liability.** Failure to comply with the provisions of Paragraph A shall subject the Contractor to liability, including all damages and injunctive relief.

VII. Conflicts of Interests/Ethics

A. The Contractor warrants and covenants that it has not violated and will not violate Guam's procurement law or regulations pertaining to ethics in public contracting.

B. It is expressly understood that breach of any of the covenants or warranties in this Section on the part of the Contractor is a material breach of this Agreement and shall entitle OAG to immediately terminate this Agreement. Contractor agrees that in the event of a breach or violation of this Section, OAG shall have the right to terminate this or any other Agreement with the Contractor without liability.

C. Notwithstanding the provisions contained in this Agreement with regard to the assignment or subcontracting of any work under this Agreement, Contractor agrees that with respect to any subcontractor it engages to perform any work contemplated by this Agreement that any Agreements it enters into with such subcontractor(s) will include provisions which parallel this Section VII and shall require any subcontractor to execute a statement of no conflict of interests to OAG and provide such statement to OAG.

VIII. Waiver. No waiver by any party of any right on any occasion shall be construed as a bar to or waiver of any right or remedy on any future occasion.

IX. Severability. If any provision of this Agreement shall be held or deemed by a court of competent jurisdiction to be invalid, inoperative or unenforceable, the remaining provisions herein contained shall nonetheless continue to be valid, operative and enforceable as though the invalid, inoperative or unenforceable provision had not been included in the Agreement.

X. Survival of Warranties. All representations, warranties, agreements, covenants and obligations in this Agreement shall be deemed to have been relied upon by the other party, and shall survive the completion of this Agreement and shall not merge in the performance of any obligation by any party hereto.

XI. Fees and Expenses. Each of the Parties shall bear its own expenses in connection with the negotiation and consummation of the transactions contemplated by this Agreement.

XII. Notices. All invoices, reports, correspondence, notices, requests, demands and other communications hereunder shall be in the English Language, in writing. All notices required to be given under this Agreement by either party to the other may be affected by personal delivery,

or by mail (registered or certified, postage, prepaid with return receipt requested). Notices delivered personally shall be deemed communicated as of actual receipt. Mailed notices shall be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first. Notices shall be addressed and delivered to the parties as follows, provided that each party may change the address by giving the other party written notice in accordance with this section:

TO OAG: OFFICE OF THE ATTORNEY GENERAL OF GUAM
 Attention: DEPUTY ATTORNEY GENERAL - CSED
 590 S. Marine Corps Drive
 ITC Building, Suite 901
 Tamuning, Guam 96913

TO CONTRACTOR: [VENDOR]

XIII. Assignment/Subcontractors. It is expressly acknowledged that Contractor is solely responsible for the fulfillment of its duties and obligations under this Agreement, regardless of whether or not Contractor utilizes one or more subcontractors for such purpose. The right and interest of Contractor under this Agreement (including, but not limited to, Contractor’s right to or interest in any part of or all payments under this Agreement) may not be assigned, transferred or subcontracted to any other person, firm, corporation or other entity, whether by agreement, merger, operation of law or otherwise, without the prior, express written consent of OAG. In the event of a permissive subcontract or assignment of this Agreement by Contractor, Contractor agrees that any subcontractors retained by Contractor or assignees shall be subject to all provisions of this Agreement.

XIV. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of the Parties hereto and their respective successors, assigns and transferees, except as otherwise provided for under the terms of this Agreement.

XV. Scope of Agreement. This Agreement and its attachments, the RFP, and Proposal collectively: (i) supersede any and all other Agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and (ii) contain all of the covenants and Agreements between the Parties with respect to such subject matter in any manner whatsoever. The Contractor and OAG each acknowledge that no representations, inducements, promises or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in the Agreement shall be valid or binding.

XVI. Captions. All Section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the content of the Agreement.

XVII. Counterparts. This Agreement may be executed in counterparts, all of which taken together shall be deemed one original.

XVIII. Governing Law and Forum Selection. Except to the extent U.S. federal law is applicable, the laws and regulations of Guam shall govern the interpretation, effect, and validity of this Agreement. Any court action shall be exclusively in Guam.

XIX. Compliance with Laws.

A. In General. The Contractor shall comply with all U.S. and Guam laws, statutes, regulations and ordinances applicable to this Agreement. The Contractor represents and warrants that it is fully licensed to do business in Guam to render the services to be provided herein.

B. Non-Discrimination in Employment. The Contractor agrees: (i) not to unlawfully discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap; (ii) to include a provision similar to that contained in subsection (i) above in any subcontract or assignment agreement except a subcontract for standard commercial supplies or raw materials; and (iii) to post and to cause subcontractors and/or assignees to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

XX. Retention and Access to Records and Other Review. The Contractor, including subcontractors, if any, shall maintain all books, documents, papers, accounting records and other evidence pertaining to the services performed and costs incurred, and to make such materials available at its respective offices at all reasonable times during the Agreement period and for six (6) years from the date of the final payment under the Agreement, for inspection by OAG. OAG agrees to comply with reasonable requests of Contractor to provide access to all documents and OAG property reasonably necessary to the performance of Contractor's services under this Agreement. The conditions of this section shall be placed in any subcontract or assignment arising under this Agreement.

XXI. Liability.

A. Indemnification. Contractor shall indemnify and hold harmless OAG and its officers, agents, Board members and employees from or on account of any claims, losses, expenses, injuries, damages, actions, lawsuits, judgments, or liability resulting or arising from (but only to the extent caused or contributed to by) the negligent or wrongful act or omission or the Contractor or its employees, officers, directors, contractors, agents, representatives, successors, or assigns, in the performance or nonperformance of services under this Agreement.

B. OAG not Liable. OAG assumes no liability for any accident, loss, claim, judgment, action or injury that may occur to the Contractor and/or the Contractor's officers, directors, agents, servants, subcontractors and/or employees, and/or to the personal property of

any such person or entity, arising out of the performance of services under this Agreement except to the extent caused or contributed to by the negligent act or omission of OAG. No officer, agent, or employee of OAG shall be liable personally under or by reason of this Agreement or any of its provisions. In addition, OAG assumes no liability for any accident or injury that may occur to Contractor's officers, directors, employees, agents, or dependents while traveling to and from Guam in furtherance of this Agreement.

XXII. Delays, Extensions and Suspensions. OAG unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of OAG. The Contractor agrees to prosecute the work continuously and diligently apart from those periods of suspension, delay or interruption. Except as otherwise agreed to by the Parties, reasonable time extensions for the performance of Contractor's services will be granted only for excusable delays that arise from causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, acts of the public enemy, acts of the Government of Guam or the Government of the United States in either its sovereign or contractual capacity, acts of another contractor in the performance of an agreement with the Government of Guam, fires, floods, typhoons, earthquakes, epidemics, quarantine restrictions, strikes, freight, or embargoes.

XXIII. Modifications including those Due to Public Welfare, Change in Law or Change in Marketing Conditions. OAG shall have the unilateral power to modify the Agreement at any time subject to the written agreement of Contractor. OAG shall have the power to make changes in the Agreement and to impose new rules and regulations on the Contractor under the Agreement relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare or due to a change in law. OAG shall give the Contractor notice of any proposed change in the Agreement and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor. In the event OAG materially alters the obligations of the Contractor, or the benefits to OAG, then the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of the Contractor, then the Contractor or OAG shall be entitled to an adjustment in the rates and charges established under the Agreement. Contractor shall be entitled to terminate this Agreement rather than accept modified terms. Nothing contained in the Agreement shall require any party to perform any act or function contrary to law. OAG and the Contractor agree to enter into good faith negotiations regarding modifications to the Agreement, which may be required in order to implement changes in the interest of the public welfare or due to changes in law. When such modifications are made to the Agreement, OAG and the Contractor shall negotiate in good faith a reasonable and appropriate adjustment for any changes in services or other obligations required of the Contractor directly and demonstrably due to any modification in the Agreement under this clause.

XXIV. Independent Contractor and its Employees.

A. Status of Contractor. The Contractor and its officers, agents, servants, subcontractors and employees are independent contractors performing professional services for

OAG, and are not employees of OAG. The Contractor and its officers, agents, servants and employees shall not accrue vacation or sick leave, participate in the Government of Guam retirement system, insurance coverage, bonding, use of government vehicles or any other benefits accorded to Government of Guam employees as a result of this Agreement. Contractor agrees that Contractor and its aforementioned employees, officers, directors, agents, servants, and subcontractors are not and will not become an employee, officer or Board member of OAG at any time during the duration of this Agreement, and will otherwise comply with the provisions of the Guam Procurement Law regarding ethics in public contracting (Title 5 Guam Code Annotated, Chapter 5, Article 11, and its associated rules and regulations). Nothing in this Agreement or any action taken under this Agreement shall be deemed or construed in any manner or for any purpose to evidence or establish as between Contractor and OAG a relationship of partnership, agency, association, joint, venture or representative, nor does this Agreement authorize any party to undertake or bind any obligation or responsibility on behalf of the other party. In addition, there shall be no withholding of taxes by OAG for the Contractor.

B. Liability. The Contractor assumes responsibility for its personnel and subcontractors providing services hereunder and will make all deductions and payments for social security and withholding taxes and for contributions to employment compensation funds, or any other payments required by the governments of the U.S. and Guam, if required. Contractor is responsible for paying when due any and all income taxes, gross receipts taxes, or any other taxes or assessments incurred as a result of the services performed by the Contractor and Contractor's employees or agents under this Agreement or the compensation paid to Contractor for services performed under this Agreement. Furthermore, Contractor shall maintain at the Contractor's expense all necessary insurance for its employees including but not limited to Worker's Compensation, Errors and Omissions, and liability insurance for each employee as required under U.S. and Guam Law and the mandates of the underlying RFP to this Agreement. Contractor agrees to hold harmless and indemnify OAG, its officers, directors, employees, agents, representatives, successors and assigns, for any and all claims, demands, costs, losses, fees, penalties, interest, or damages, including attorney's fees, which may be brought or asserted due to (i) any injury, death, or property damage arising from the negligence or other wrongful or tortuous acts of Contractor or Contractor's employees, officers, contractors, directors, agents, representatives, successors, or assigns, or (ii) Contractor's failure to comply with terms of this subparagraph B.

C. Wage and Benefits Compliance. Contractor warrants it shall comply with all applicable federal and local laws, rules, and regulations regarding the payment of minimum wages and benefits, in particular in accordance with the Wage Determination for Guam issued and promulgated by the U.S. Department of Labor and with Guam Public Law 26-111. Contractor assumes all liability for, and hereby indemnifies OAG from, any violation of any applicable law, rule, or regulation relating to the payment of wages or benefits.

XXV. Disclosure. The Contractor hereby represents that it has disclosed to OAG all matters regarding Contractor which if not disclosed to OAG would materially affect OAG's decision to enter into this Agreement with Contractor.

XXVI. Disposition of Property and Materials; Intellectual Property Rights.

A. All plans, outlines, briefs, memoranda, studies, reports, analyses and all other work product and materials incidental or otherwise ("Work Product") which are produced by reason of this Agreement shall be and remain the property of OAG, regardless of whether Contractor is in possession of such Work Product, and may be used by OAG without permission from Contractor and without any additional costs to OAG.

B. All Work Products, including any and all intellectual property rights in said Work Product, arising out of the Agreement shall be the sole and exclusive property of OAG. Contractor explicitly acknowledges that OAG possesses exclusive rights to the Work Product arising out of this Agreement. Contractor shall not use or permit others to use in any way or form the Work Product without the express written consent of OAG.

XXVII. Mandatory Representations by Contractor:

A. **Persons Convicted of Sex Offense.** Contractor warrants that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 Guam Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of Contractor while on government of Guam property, with the exception of public highways. If any employee of Contractor is providing services on government property and is convicted subsequent to an award of a contract, then Contractor warrants that it will notify OAG of the conviction within twenty-four hours of the conviction, and will immediately remove such convicted person from providing services on government property. If Contractor is found to be in violation of any of the provisions of this paragraph, then OAG will give notice to Contractor to take corrective action. Contractor shall take corrective action within twenty-four (24) hours of notice from OAG, and Contractor shall notify OAG when action has been taken. If Contractor fails to take corrective steps within twenty-four (24) hours of notice from OAG, then OAG in its sole discretion may temporarily suspend this agreement.

B. **Gratuities and Kickbacks.** Contractor warrants it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 §11107.

C. **Contingent Fees.** Contractor warrants it has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage,

brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies.

D. Ethical Standards. Contractor warrants it 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 5 GCA Chapter 5 Article 11 of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

XXVIII. Disputes.

a. In accordance with Guam procurement law, all controversies between the territory and the Contractor which arise under, or by virtue of, this contract and which are not resolved by mutual agreement, shall be decided by the OAG procurement officer in writing, within 60 days after written request by the Contractor for a final decision concerning the controversy; provided however that if the procurement officer does not issue a written decision within 60 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as if an adverse decision had been received. The procurement officer shall immediately furnish a copy of the decision to the Contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless fraudulent, or the Contractor brings an action seeking review of the decision before the Guam Office of Public Accountability. The Contractor shall comply with any decision of the procurement officer and proceed diligently with performance of this contract pending final resolution by the Office of Public Accountability or the Superior Court of Guam of any controversy arising under or by virtue of this contract, except where there has been a material breach of the contract by OAG; provided, however, that in any event the Contractor shall proceed diligently with the performance of the contract where OAG has made a written determination that continuation of work under the contract is essential to public health and safety.

b. Any disputes for expenses incurred in reliance upon this Agreement shall be subject to the Government Claims Act found at Title 5, Guam Code Annotated, Chapter 6.

XXIX. Attachments, Exhibits, Schedules, and Entire Agreement. This Agreement, including its Attachments, Exhibits and Schedules, constitutes the entire Agreement and supersedes all prior written or oral understandings. No Agreement, oral or written, expressed or implied, has been made by any party hereto, except as expressly provided herein. All prior Agreements and negotiations are superseded hereby. This Agreement and any duly executed amendments hereto constitute the entire Agreement between the Parties hereto.

XXX. Computation of Time. Whenever this Agreement provides for a time period of ten (10) days or less days, weekends and Government of Guam holidays are not included in the computation. When this Agreement provides for a time period of over ten (10) days, weekends and Government of Guam holidays are to be included in the computation.

XXXI. Partial Invalidity. If any provision of this Agreement shall be deemed by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue to be in full force and effect.

XXXII. Amendments/Modifications. Any amendment or modification to this Agreement will be effective only if it is in writing and signed by both parties.

A. **Changes To Work.** Any modifications to the services or equipment to be delivered pursuant to this Agreement, and the compensation therefor, may be made by a written Change Order signed by an authorized representative of OAG and Contractor. A Change Order may only be made on the conditions that the work to be performed by a Change Order is not inconsistent with the scope of work under this Agreement, and that where there is an increase in the costs for services, OAG shall certify in writing that funds are available for the increased costs prior to such Change Order becoming effective.

B. **Extension of Time to Perform Services.** This Agreement may be modified to extend time for Contractor to perform services upon writing signed by OAG and Contractor. A modification to extend time to perform services under this Agreement may only be made on the condition that such modification shall not increase the costs for services hereunder.