

DATE: 12/11/18
TIME: 4:28 AM PM BY: C. Roque
FILE NO OPA-PA: 18-008

**IN THE OFFICE OF PUBLIC ACCOUNTABILITY
PROCUREMENT APPEAL**

In the Appeal of) Docket No. OPA-PA 18-008
)
JOETEN DEVELOPMENT, INC.,) **NOTICE OF PROCUREMENT**
) **APPEAL**
)
Appellant.)
)
_____)

Joeten Development Inc. ("Joeten") hereby appeal a decision issued by the General Services Agency ("GSA") and the Department of Revenue and Taxation ("DRT"), both agencies of the Government of Guam, on November 27, 2018, denying a protest raised by Joeten regarding GSA/DRT Invitation for Bid No. GSA-016-18, Office Space for Lease for DRT.

Part II- Appellant information:

Joeten Development Inc.

For purposes of this appeal, please direct documents and correspondence to Joeten

Development, Inc.'s counsel:

John C. Terlaje
194 Hernan Cortes Avenue
Suite 216
Hagatna, Guam 96910
Telephone: (671) 477-8894
Fax: (671) 472-8896
Email: john@terlaje.net

Part III- APPEAL INFORMATION:

A. PUCHASING AGENCY: The General Services Agency and the Department of Revenue and Taxation.

ORIGINAL

1 B. IDENTIFICATION NUMBER OF THE PROCUREMENT, SOLICITATION,
2 OR CONTRACT: Invitation for Bid No. GSA-016-18.

3 C. DECISION BEING APPEALED: Decision dated November 27, 2018, made
4 by the head of the purchasing agencies.

5 D. APPEAL IS MADE FROM: A decision on protest of method, solicitation, or
6 award.

7 E. NAMES OF COMPETING BIDDERS, OFFERORS, OR CONTRACTORS
8 KNOWN TO APPELLANT: None other than Appellant.

9
10 **PART IV- FORM AND FILING:**

11 This is a Procurement Appeal made by Joeten Development Inc. of the protest
12 decision issued by GSA and DRT on November 27, 2018, in response to a protest letter
13 submitted by Joeten Development Inc. on November 9, 2018. (Exhibit A.)

14 STATEMENT OF GROUNDS FOR APPEAL

15 FACTUAL CONTEXT and CHRONOLOGY:

16 Invitation for Bid GSA-016-18 was issued on April 17, 2018. (Exhibit B.)

17 Bid opening was set for May 2, 2018 at 10:00 A.M. (Exhibit C.)

18
19 On May 2, 2018, the bids were opened and Joeten was the only bidder who submitted
20 the bid. All documents that were attached were announced to the public as well as the amount
21 of the bid.

22 ISSUES

23 The issue here is that GSA had set out the specifics needed for the Lease of office
24 space for the Department of Revenue and Taxation. On the date specified Joeten
25 Development Inc. (Joeten) submitted a bid encompassing all the needs of the agency, as per
26 the bid request. (Exhibit C.)
27
28

1 GSA notified Joeten on October 29, 2018, that the bid was "Rejected due to: Due to
2 Only 'One Bid Received.' Refer to 2GAR Div.4 §3102(1)(c). Will revert to 3112 (Sole
3 Source) procurement for negotiation." (Exhibit D.)

4 Joeten protested the decision of GSA on November 9, 2018 to GSA, and to the
5 Department of Revenue and Taxation. (Exhibit E and Exhibit F.)

6 Upon information and belief the government agency has sufficient funds to award said
7 bid, and there was no evidence that circumstances changed between the solicitation, the bid
8 opening, or the agency's letter of October 29, 2018. Rejection of the bid after opening was
9 arbitrary, capricious, and in bad faith. The bid in this matter was opened on May 2, 2018, at
10 which time was determined to be the only responsible bidder. In fact, Joeten's bid was
11 analyzed prior to June 8, 2018 and was being considered for award as seen on their letter
12 dated June 8, 2018. This letter was delivered on July 3, 2018. (Exhibit G.) This letter also
13 stated "Barring any formal protest lodged, a purchase order will be issued 14 days from the
14 date of this Notice." The rejection letter was dated almost five (5) months after the Notice of
15 Intent to Possible Award. Similarly, a letter dated October 15, 2018, delivered on November
16 5, 2018, was delivered by GSA that stated "Please find attached a Purchase order issued by
17 the General Services Agency which covers the periods of April to June as well as a new
18 agreement." (Exhibit H.) No attachments were included in that letter.

19 The bid was rejected only after the bid was opened and after the information
20 disseminated to the public, causing harm to Joeten in any potential rebid.

21 It is important to note that the area proposed to be leased is the same area where the
22 Department of Revenue and Taxation currently leases. Upon review of the budget of the
23 agency one will see that the agency has requested and has been approved for over One
24 Hundred Thousand Dollars (\$100,000.00) a month for rental. The proposed bid easily
25 conforms under the approved budget of the agency.
26
27
28

LAW and ARGUMENT

1
2 Upon information and belief, GSA violated the legal procurement process by not
3 complying with 5 GCA, Chapter 5 and/or relevant GAR's, by treating Joeten in a
4 discriminatory fashion, and/or that GSA did not evaluate Joeten's bid tender in accordance
5 with the terms of law. 2 GAR 3102(1)(a) states:

6
7 (c) Only One Bid or Proposal Received.

8 (1) One Bid Received. If only one responsive bid is received in response to an Invitation for
9 Bids (including multi-step bidding), an award may be made to the single bidder if the
10 Procurement Officer finds that the price submitted is fair and reasonable, and that either other
11 prospective bidders had reasonable opportunity to respond, or there is not adequate time for
resolicitation. Otherwise, the bid may be rejected pursuant to the provisions of §3115
(Cancellation of Solicitations; Rejection of Bids or Proposals) and:

12 (A) new bids or offers may be solicited;

13 (B) the proposed procurement may be cancelled; or

14 (C) if the Chief Procurement Officer, the Director of Public Works, or the head of a
15 Purchasing Agency, determines in writing that the need for the supply or service continues,
16 but that the price of the one bid is not fair and reasonable and there is no time for
17 resolicitation or resolicitation would likely be futile, the procurement may then be conducted
under §3112 (Sole Source Procurement) or §3113 (Emergency Procurement), as appropriate.

18 The GSA has not determined that the price was unfair or unreasonable. There was
19 ample time for other bidders to respond to said bid.

20 Furthermore the GSA has failed to provide any rationale if the bid was unreasonable
21 and not in the public best interest. The GSA must also determine that the sole bidder is the
22 actual only sole source available on Guam for the items requested. Being the only bidder or
23 money (price) is not a reason to go directly to sole source without determination of the above.

24 That GSA failed to perform its evaluation process, designation of award of lease
25 compliance with 5GCA, Chapter 5, "Guam Procurement Law", amongst others, as required
26 pursuant to such statute. Joeten was the sole bidder and should have been determined the only
27 responsive bidder and the lowest bidder upon opening of the bid.
28

1 26 GARR 16316 states:

2 (2) After Opening,

3 (A) After opening but prior to award, all bids or proposals may be rejected in whole or
4 in part when the Chief Procurement Officer, the Director of Public Works, or the head of the
5 Purchasing Agency determines in writing that such action is in the territory's best interest
6 including but not limited to:

7 (i) the supplies services, or construction being procured are no longer required;

8 (ii) Ambiguous or otherwise inadequate specifications were part of the solicitation;

9 (iii) the solicitation did not provide for consideration of all factors or significance to
10 the territory;

11 (iv) prices exceed available funds and it would not be appropriate to adjust quantities
12 to come within available funds;

13 (v) all otherwise acceptable bids or proposal received are clearly unreasonable prices;

14 or

15 (vi) there is reason to believe that the bids or proposals may have not been
16 independently arrived at in open competition, may have been collusive, and may have been
17 submitted in faith.

18 No statement has been provided to Joeten stating that it would not be in the best
19 interest of the Government to accept the proposed bid for lease of space. It is obvious that the
20 space is needed and not only needed but a necessity for the government of Guam to continue
21 its work for the betterment of the People of Guam. There was no ambiguity or inadequate
22 specification when the bid was announced and as of today no one exists.

23 No factors had been presented and the need for space has not diminished in any way
24 since the request for bid and up to the present time. The proposed price is within the industry
25 standard for the area and place. The budget for the agency actually reflects a significantly

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27
28
LAW OFFICES OF
JOHN C. TERLAJE
2ND FLR, SUITE 216
194 HERNAN CORTES AVE.,
HAGÄTÑA GUAM 96910
TELEPHONE: (671) 477-8894 / 477-8895
FAX: (671) 472-8896

1 higher amount appropriated for the lease of office space than what was submitted. Lastly,
2 there has been no assert that any collusion had occurred prior to or after the bidding process.

3 CONCLUSION

4 Joeten urges the Public Auditor to examine the issues complained of. Joeten believes
5 that its proposal was proper and legitimate and there was no mention as to a cap of monies on
6 the request. That the bid meets the criteria set out in the request for proposal; that the
7 rationale set out by the agency is flawed; and that the proposal set out would meet the
8 agency's needs and is in the best interest of the territory to enter into such contract.
9

10 RELIEF REQUESTED:

11 The appeal is brought in the context of a pre award protest, though the bid has been
12 opened and submitted. Joeten believes that it has met all the requirements to be the only
13 responsive and lowest bidder upon the opening of the and thus should be awarded the bid as
14 per the context of the proposal.

15 Joeten further requests its costs be reimbursed pursuant to 5 GCA 5425(h) (1). We
16 request that the Department of Revenue and Taxation, GSA and the Department of
17 Administration resolve this matter under its authority to resolve disputes by awarding this bid
18 to Joeten (5 GCA 5425(b)).
19

20 SUPPORTING EXHIBITS, EVIDENCE OR DOCUMENTS

21 With reference to all the matters submitted on the original Appeal as incorporated
22 above, and reserving the right to provide further written material as it may be considered
23 relevant or come to hand, there are attached hereto the following supporting materials.


- 24 1. Exhibit A: Letter re denial of protest dated November 27, 2018
- 25 2. Exhibit B: IFB No. GSA-016-18
- 26 2. Exhibit C: Copy of submitted bid
- 27 2. Exhibit D: Letter re Rejection of Bid dated October 29, 2018
- 28

- 1 3. Exhibit E: Letter re Protest to GSA dated November 9, 2018
2 4. Exhibit F: Letter re Protest to DRT dated November 9, 2018
3 4. Exhibit G: Letter re Notice of Intent of Possible Award dated June 8, 2018
4 5. Exhibit H: Letter of Past Due Rental and New Lease dated October 15, 2018

5 **PART V- DECLARATION RE COURT ACTION:**

6 The undersigned party does hereby confirm that to the best of his knowledge no case or
7 action concerning the subject of this Appeal has been commenced in court. All parties are
8 required to and the undersigned party agrees to notify the Office of Public Accountability
9 within 24 hours if court action commences regarding this Appeal or the underlying
10 procurement action.
11

12 Submitted this 11th day of December, 2018.

13
14 By: 
15 **JOHN C. TERLAJE**
16 *Appellant's Authorized Representative*

17 **VERIFICATION**

18 I, Clarence T. Tenorio, Secretary/Treasurer of Joeten Development Inc., hereby
19 declare under penalty of perjury under the laws of Guam that I have read the foregoing
20 NOTICE OF PROCUREMENT APPEAL and that it is true and correct of my own
21 knowledge, except as to those matters alleged upon information and belief, and as to those
22 matters, I believe them to be true.
23

24 DATED this 11 day of December, 2018.

25
26 
27 **CLARENCE T. TENORIO**

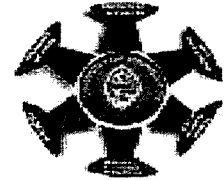
EXHIBIT A



Eddie Baza Calvo
Governor
Ray Tenorio
Lieutenant Governor

DEPARTMENT OF ADMINISTRATION
(DIPATTAMENTON ATMENESTRASION)
GENERAL SERVICES AGENCY
(*Ahensian Setbision Hinirat*)

148 Route 1 Marine Corp Drive, Piti Guam 96915
TEL: (671) 475-1707/475-1720 * FAX: (671) 475-1727/472-4217

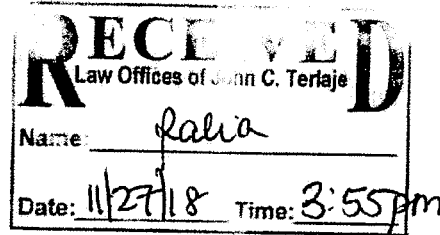


Edward M. Birn
Director
Vincent P. Arriola
Deputy Director

November 27, 2018

Memorandum

Mr. John Terlaje
Law Office of John Terlaje
Attorney at Law
Suite 216, Terlaje Professional Office Building
194 Hernan Cortez Avenue
Hagatna, Guam 96910



Re: Protest Letter dated November 9, 2018 by JoeTen Enterprises

We are in receipt of your memorandum dated November 27, 2018, in which you are protesting the actions of the General Services Agency in cancelling the bid and resorting to the sole source method for the office space lease of the Department of Revenue and Taxation. You based your protest on five (5) points:

1. You believed that the government had sufficient funds available to award this bid.
GSA response: Your submitted bid price was above the certified amount provided to GSA for this bid.

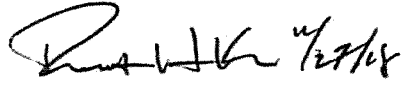
2. The bid was rejected after being announced publicly and such action casus a deterrent to JoeTen.
GSA response: Announcing the bid offer publicly is a normal part of the procurement process to ensure fairness all of the bidders.

3. That GSA violated the procurement process in this bid.
GSA response: There was no violation of the procurement process in tis bi.

4. SA failed to properly evaluate the bid submittal of JoeTen, and if it had done so, would have award the bid as the only responsive, qualified bidder.
GSA response: GSA cannot award a bid if the certified award provided by the agency is lower than the bid offered price.

5. GSA and the Department of Revenue and Taxation should award this bid to JoeTen for meeting all of the requirements of the bid.
GSA response: JoeTen was the only bidder, and as indicated to you, the government is authorized to use the sole source method if the bid price was higher than the certified amount. The purpose of going to this method is to save time and hopefully have agreed price.

Based upon the above, your protest is DENIED. You have the right to seek any administrative or judicial review authorized by law.



(CLAUDIA S. AcFALLE
Chief Procurement Officer

EXHIBIT B

INVITATION FOR BID

ISSUING OFFICE:

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

Handwritten signature and date: Claudia S. Acfalle 4/17/18
**CLAUDIA S. ACFALLE
Chief Procurement Officer**

DATE ISSUED: 04/17/2018

BID INVITATION NO: GSA-016-18

BID FOR: OFFICE SPACE LEASE FOR DEPARTMENT OF REVENUE AND TAXATION

SPECIFICATION: SEE ATTACHED

DESTINATION: DEPARTMENT OF REVENUE AND TAXATION

REQUIRED DELIVERY DATE: 30 Days Upon Receipt of Purchase Order. For a period of three (3) years with an option to renew on a year to year basis for two (2) additional years upon availability of funds.

INSTRUCTION TO BIDDERS:

INDICATE WHETHER: INDIVIDUAL PARTNERSHIP X CORPORATION

INCORPORATED IN: Guam as a foreign corporation.

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time 10:00 am, Date 05/02/2018) and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

The undersigned offers and agrees to furnish within the time specified, the articles and services at the price stated opposite the respective items listed on the schedule provided, unless otherwise specified by the bidder. In consideration to the expense of the Government in opening, tabulating, and evaluating this and other bids, and other considerations, the undersigned agrees that this bid remain firm and irrevocable within 20 calendar days from the date opening to supply any or all the items which prices are quoted.

NAME AND ADDRESS OF BIDDER:

**SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS BID:**

**Joeten Development, Inc.
c/o 194 Hernan Cortes
Ave., Suite 216
Hagatna, Guam 96910**

Handwritten signature: Clarence T. Tenorio
**CLARENCE T. TENORIO,
Secretary-Treasurer**

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

ITEM	NO(S).	AWARDED:

CONTRACTING OFFICER:

**CLAUDIA S. ACFALLE
Chief Procurement Officer**

NAME AND ADDRESS OF CONTRACTOR:

**SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS CONTRACT:**

EXHIBIT C

AND NO.1 GSA-016-18 2X
SUBMITTED BY Joe S. Johnson
DATE: 5/2/18 TIME: 9:35 AM
OPENING DATE: 5/2/18
DATE: BY [Signature]

JOETEN DEVELOPMENT, INC.
BID INVITATION NO: GSA-016-18
TIME: 10:00 A.M.
DATE: MAY 2, 2018
PLACE OF BID OPENING:
GENERAL SERVICES AGENCY
148 ROUTE 1, MARINE DRIVE
PITI, GUAM 96915

ACKNOWLEDGEMENT COPY
RECEIVED BY: _____
DATE: _____

GSA GENERAL SERVICES AGENCY
(Ahensian Setbision Hinirat)
Government of Guam
148 Route 1 Marine Drive, Piti Guam 96915
Tel: 475-1713 * Telefax: 472-4217; 475-1716; 475-1727

Accountability * Impartiality * Competence * Openness * Value

INVITATION FOR BID NO. : GSA-016-18

DESCRIPTION:

**OFFICE SPACE LEASE
FOR DEPARTMENT OF REVENUE AND TAXATION**

SPECIAL REMINDER TO PROSPECTIVE BIDDERS

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

- (X) **BID GUARANTEE (15% of Bid Amount) May be in the form of:**
Reference #11 on the General Terms and Conditions
 - a. Cashier's Check or Certified Check
 - b. Letter of Credit
 - c. Surety Bond – Valid only if accompanied by:
 - 1. Current Certificate of Authority issued by the Insurance Commissioner;
 - 2. Power of Attorney issued by the Surety to the Resident General Agent;
 - 3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.

- (X) **BROCHURES/DESCRIPTIVE LITERATURE:**

- (X) **AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION**
 - a. Date of signature of the person authorized to sign the bid and the notary date must be the same.

- (X) **OTHER REQUIREMENTS:**
Affidavit re Ethical Standards, Affidavit re No Gratuities or Kickbacks, Special Provision: Restriction Against Sexual Offenders, Affidavit D.O.L. Wage Determination, Affidavit re Non-Collusion, Affidavit re Contingent Fees.

- (X) **CURRENT BUSINESS LICENSE/CONTRACTOR'S LICENSE/SPECIALTY LICENSE IN REFERENCE TO SUPPLIES OR SERVICES FOR THIS BID**

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

On this 23 day of April, 2018, I, John Tenkay,
authorized representative of Jacta Development Inc. acknowledge receipt of this special reminder to prospective bidders with the above referenced IFB.

ACKNOWLEDGEMENT COPY

RECEIVED BY [Signature]

DATE 5/2/18 9:37

[Signature]
Bidder Representative's Signature

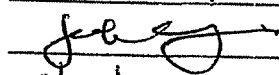
COPY

Invitation for Bid: GSA-016-18
OFFICE SPACE LEASE
FOR DEPARTMENT OF REVENUE AND TAXATION

ACKNOWLEDGEMENT RECEIPT FORM

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

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

Name	<u>John C. Terlaje</u>
Signature	<u></u>
Date	<u>4/23/18</u>
Time	<u>11:36 am</u>
Contact Number	<u>477-8894</u>
Fax Number	<u>472-8896</u>
Contact Person regarding IFB	<u>John Terlaje</u>
Title	<u>Attorney</u>
E-Mail Address	<u>john@terlaje.net</u>
Company/Firm	<u>Jaeten Development Inc.</u>
Address	<u>c/o 194 Hernan Cortes Ave.</u> <u>Suite 216</u> <u>Hagatna, Gu. 96910</u>

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

All questions and concerns in regards to this bid must be submitted to the General Services Agency via fax attention to the Chief Procurement Officer no later than 04/20/18 close of business at 5:00pm.

Transmission Report

Date/Time
Local ID 1

04-24-2018
671-472-8896

10:48:30

Transmit Header Text
Local Name 1

Terlaje Law Offices

**This document : Confirmed
(reduced sample and details below)
Document size : 8.5"x11"**

DDA 132 Rev. 1/95

**Invitation for Bid: GSA-916-18
OFFICE SPACE LEASE
FOR DEPARTMENT OF REVENUE AND TAXATION**

ACKNOWLEDGEMENT RECEIPT FORM

Please be advised that to be considered a prospective bidder you must fill out this Acknowledgement receipt form. Please submit by fax form to 475-1227 and email to procurement@mdmva.com.gov

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

Name John C. Terlaje
 Signature [Signature]
 Date 4/23/18
 Time 11:36 am
 Contact Number 477-8894
 Fax Number 472-8896
 Contact Person regarding IFB John Terlaje
 Title Attorney
 E-Mail Address john@terlaje.net
 Company/Firm Jackson Development Inc.
 Address c/o 194 Hernan Cortes Ave.
Suite 216
Higueras, Gu. 96970

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

All questions and concerns in regards to this bid must be submitted to the General Services Agency via fax attention to the Chief Procurement Officer no later than 04/20/18 close of business at 5:00pm.

Page 2 of 36

Total Pages Scanned : 1

Total Pages Confirmed : 1

No.	Job	Remote Station	Start Time	Duration	Pages	Line	Mode	Job Type	Results
001	747	6714751727	10:47:33 04-24-2018	00:00:17	1/1	1	EC	HS	CP31200

Abbreviations:

HS: Host send
HR: Host receive
WS: Waiting send

PL: Polled local
PR: Polled remote
MS: Mailbox save

MP: Mailbox print
RP: Report
FF: Fax Forward

CP: Completed
FA: Fail
TU: Terminated by user

TS: Terminated by system
G3: Group 3
EC: Error Correct



Bid Acknowledgement

John Terlaje <john@terlaje.net>
To: gsaprocurament@gsadoa.guam.gov

Tue, Apr 24, 2018 at 11:32 AM

Please see the attached Acknowledgment Receipt form. This is sent to you as required under the IFB.

—
JOHN C. TERLAJE, ESQ.
The Law Office of John C. Terlaje
Terlaje Professional Bldg., Suite 216
194 Hernan Cortez Ave.
Hagatna, Guam 96910
Telephone: (671) 477-8894/5
Fax: (671) 472-8896

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 **IFB Acknowledgement- Joeten.pdf**
271K

INVITATION FOR BID

ISSUING OFFICE:

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

4/17/18
CLAUDIA S. ACFALLE
Chief Procurement Officer

DATE ISSUED: 04/17/2018

BID INVITATION NO: GSA-016-18

BID FOR: OFFICE SPACE LEASE FOR DEPARTMENT OF REVENUE AND TAXATION

SPECIFICATION: SEE ATTACHED

DESTINATION: DEPARTMENT OF REVENUE AND TAXATION

REQUIRED DELIVERY DATE: 30 Days Upon Receipt of Purchase Order. For a period of three (3) years with an option to renew on a year to year basis for two (2) additional years upon availability of funds.

INSTRUCTION TO BIDDERS:

INDICATE WHETHER: INDIVIDUAL PARTNERSHIP CORPORATION

INCORPORATED IN: Guam as a foreign corporation.

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time 10:00 am, Date 05/07/2018) and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

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

NAME AND ADDRESS OF BIDDER:

SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS BID:

Joeten Development, Inc.
c/o 194 Hernan Cortes
Ave., Suite 216
Hagatna, Guam 96910

Clarence T. Tenorio
CLARENCE T. TENORIO,
Secretary-Treasurer

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

ITEM	NO(S).	AWARDED:

CONTRACTING OFFICER:

CLAUDIA S. ACFALLE
Chief Procurement Officer

NAME AND ADDRESS OF CONTRACTOR:

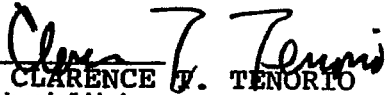
SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS CONTRACT:

AFFIDAVIT RE ETHICAL STANDARDS

01KMOFX SAIPAN)
) ss.
05ANMIOK KWAK)
MARIANAS
PACIFIC

CLARENCE T. TENORIO [state name of affiant signing below], being first duty sworn,
deposes and says that: offeror,

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


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

Subscribed and sworn to before me
this 27th day of April, 2018.


NOTARY PUBLIC, Saipan,
My commission expires _____.

NATIVIDAD P. MACARANAS
NOTARY PUBLIC
Commonwealth of the Northern Mariana Islands
My Commission Expires on the
21st day of September, 2018

AFFIDAVIT re NO GRATUITIES or KICKBACKS

~~KORROEK~~ SAIPAN)
) ss.
~~GOVERNOR GUAM~~)
MARIANAS PACIFIC


CLARENCE T. TENORIO [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] **offeror**
JOETEN DEVELOPMENT, INC. Affiant is an officer of [state one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal.

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

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

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


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

Subscribed and sworn to before me
this 27th day of April, ~~2018~~, 2018.



NOTARY PUBLIC, SAIPAN,
My commission expires _____.

NATIVIDAD P. MACARANAS
NOTARY PUBLIC
Commonwealth of the Northern Mariana Islands
My Commission Expires on the
21st day of September, 2018


Special Provisions

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

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


CLARENCE T. TENORIO
Signature of Bidder Date 4-27-18
Proposer, if an individual:
Partner, if a partnership:
Officer, if a corporation.

Subscribed and sworn before me this 27th day of April, ~~2018~~ 2018.


Notary Public, Saipan

NATIVIDAD P. MACARANAS
NOTARY PUBLIC
Commonwealth of the Northern Mariana Islands
My Commission Expires on the
21st day of September, 2018

FORM E

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

Procurement No: _____

Name of Offeror Company: JOETEN DEVELOPMENT, INC., hereby certifies under penalty of perjury:

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

§ 5801. Wage Determination Established.

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

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

§ 5802. Benefits.

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

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

JOETEN DEVELOPMENT, INC.,
Signature Clarence T. Tenorio Date Jan 7 2010
BY: CLARENCE T. TENORIO,
Secretary / Treasurer.

WD 15-5693 (Rev.-6) was first posted on www.wdol.gov on 01/16/2018

<p>REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT ADMINISTRATION By direction of the Secretary of Labor</p>	<p>U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS</p> <p>WAGE AND HOUR DIVISION WASHINGTON D.C. 20210 Wage Determination No.: 2015-5693 Revision No.: 6 Date Of Revision: 01/10/2018</p>
<p>Daniel W. Simms Director</p>	<p>Division of Wage Determinations</p>

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts

States: Guam, Northern Marianas, Wake Island
Area: Guam Statewide
Northern Marianas Statewide
Wake Island Statewide

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.53
01012 - Accounting Clerk II		15.19
01013 - Accounting Clerk III		17.00
01020 - Administrative Assistant		17.67
01035 - Court Reporter		17.01
01041 - Customer Service Representative I		10.13
01042 - Customer Service Representative II		11.39
01043 - Customer Service Representative III		12.43
01051 - Data Entry Operator I		11.49
01052 - Data Entry Operator II		12.54
01060 - Dispatcher, Motor Vehicle		14.37
01070 - Document Preparation Clerk		13.53
01090 - Duplicating Machine Operator		13.53
01111 - General Clerk I		10.29
01112 - General Clerk II		11.28
01113 - General Clerk III		12.32
01120 - Housing Referral Assistant		18.94
01141 - Messenger Courier		10.30
01191 - Order Clerk I		12.41
01192 - Order Clerk II		13.48
01261 - Personnel Assistant (Employment) I		15.57
01262 - Personnel Assistant (Employment) II		17.25
01263 - Personnel Assistant (Employment) III		19.22
01270 - Production Control Clerk		20.05
01290 - Rental Clerk		11.10
01300 - Scheduler, Maintenance		15.19
01311 - Secretary I		15.19
01312 - Secretary II		17.01
01313 - Secretary III		18.94
01320 - Service Order Dispatcher		12.73
01410 - Supply Technician		17.67
01420 - Survey Worker		15.26
01460 - Switchboard Operator/Receptionist		9.67
01531 - Travel Clerk I		12.77
01532 - Travel Clerk II		13.83

01533 - Travel Clerk III	14.78
01611 - Word Processor I	13.48
01612 - Word Processor II	15.13
01613 - Word Processor III	16.92
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	13.34
05010 - Automotive Electrician	13.06
05040 - Automotive Glass Installer	12.10
05070 - Automotive Worker	12.10
05110 - Mobile Equipment Servicer	10.13
05130 - Motor Equipment Metal Mechanic	13.71
05160 - Motor Equipment Metal Worker	12.10
05190 - Motor Vehicle Mechanic	13.71
05220 - Motor Vehicle Mechanic Helper	10.12
05250 - Motor Vehicle Upholstery Worker	12.10
05280 - Motor Vehicle Wrecker	12.10
05310 - Painter, Automotive	12.87
05340 - Radiator Repair Specialist	12.10
05370 - Tire Repairer	9.45
05400 - Transmission Repair Specialist	13.39
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.47
07041 - Cook I	10.76
07042 - Cook II	12.49
07070 - Dishwasher	8.78
07130 - Food Service Worker	9.08
07210 - Meat Cutter	11.86
07260 - Waiter/Waitress	9.12
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.17
09040 - Furniture Handler	9.87
09080 - Furniture Refinisher	16.17
09090 - Furniture Refinisher Helper	11.97
09110 - Furniture Repairer, Minor	14.07
09130 - Upholsterer	16.17
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.00
11060 - Elevator Operator	9.00
11090 - Gardener	12.32
11122 - Housekeeping Aide	9.23
11150 - Janitor	9.23
11210 - Laborer, Grounds Maintenance	9.34
11240 - Maid or Houseman	8.78
11260 - Pruner	8.36
11270 - Tractor Operator	11.32
11330 - Trail Maintenance Worker	9.34
11360 - Window Cleaner	10.31
12000 - Health Occupations	
12010 - Ambulance Driver	17.52
12011 - Breath Alcohol Technician	17.52
12012 - Certified Occupational Therapist Assistant	24.03
12015 - Certified Physical Therapist Assistant	24.03
12020 - Dental Assistant	13.38
12025 - Dental Hygienist	32.84
12030 - EKG Technician	23.96
12035 - Electro neuro diagnostic Technologist	23.96
12040 - Emergency Medical Technician	17.52
12071 - Licensed Practical Nurse I	15.66
12072 - Licensed Practical Nurse II	17.52
12073 - Licensed Practical Nurse III	19.52
12100 - Medical Assistant	11.54
12130 - Medical Laboratory Technician	15.55
12160 - Medical Record Clerk	12.37
12190 - Medical Record Technician	13.84
12195 - Medical Transcriptionist	15.66

12210 - Nuclear Medicine Technologist	38.49
12221 - Nursing Assistant I	11.03
12222 - Nursing Assistant II	12.43
12223 - Nursing Assistant III	13.54
12224 - Nursing Assistant IV	15.22
12235 - Optical Dispenser	17.52
12236 - Optical Technician	15.66
12250 - Pharmacy Technician	14.18
12280 - Phlebotomist	15.22
12305 - Radiologic Technologist	22.64
12311 - Registered Nurse I	20.70
12312 - Registered Nurse II	25.32
12313 - Registered Nurse II, Specialist	25.32
12314 - Registered Nurse III	30.64
12315 - Registered Nurse III, Anesthetist	30.64
12316 - Registered Nurse IV	36.72
12317 - Scheduler (Drug and Alcohol Testing)	21.69
12320 - Substance Abuse Treatment Counsellor	21.69
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.12
13012 - Exhibits Specialist II	22.43
13013 - Exhibits Specialist III	27.43
13041 - Illustrator I	18.12
13042 - Illustrator II	22.43
13043 - Illustrator III	27.43
13047 - Librarian	24.84
13050 - Library Aide/Clerk	14.42
13054 - Library Information Technology Systems Administrator	22.42
13058 - Library Technician	15.13
13061 - Media Specialist I	16.18
13062 - Media Specialist II	18.12
13063 - Media Specialist III	20.19
13071 - Photographer I	15.51
13072 - Photographer II	17.33
13073 - Photographer III	21.48
13074 - Photographer IV	26.29
13075 - Photographer V	31.82
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	15.62
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.71
14042 - Computer Operator II	15.76
14043 - Computer Operator III	17.56
14044 - Computer Operator IV	19.50
14045 - Computer Operator V	21.81
14071 - Computer Programmer I	(see I) 15.73
14072 - Computer Programmer II	(see I) 19.50
14073 - Computer Programmer III	(see I) 23.84
14074 - Computer Programmer IV	(see I)
14101 - Computer Systems Analyst I	(see I) 24.23
14102 - Computer Systems Analyst II	(see I)
14103 - Computer Systems Analyst III	(see I)
14150 - Peripheral Equipment Operator	15.71
14160 - Personal Computer Support Technician	19.50
14170 - System Support Specialist	21.24
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.23
15020 - Aircrew Training Devices Instructor (Rated)	29.32
15030 - Air Crew Training Devices Instructor (Pilot)	33.30
15050 - Computer Based Training Specialist / Instructor	24.23
15060 - Educational Technologist	22.82
15070 - Flight Instructor (Pilot)	33.30
15080 - Graphic Artist	20.47

15085 - Maintenance Test Pilot, Fixed, Jet/Prop	32.62
15086 - Maintenance Test Pilot, Rotary Wing	32.62
15088 - Non-Maintenance Test/Co-Pilot	32.62
15090 - Technical Instructor	17.65
15095 - Technical Instructor/Course Developer	21.58
15110 - Test Proctor	13.87
15120 - Tutor	13.87
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.78
16030 - Counter Attendant	9.78
16040 - Dry Cleaner	11.30
16070 - Finisher, Flatwork, Machine	9.78
16090 - Presser, Hand	9.78
16110 - Presser, Machine, Dry-cleaning	9.78
16130 - Presser, Machine, Shirts	9.78
16160 - Presser, Machine, Wearing Apparel, Laundry	9.78
16190 - Sewing Machine Operator	11.94
16220 - Tailor	12.44
16250 - Washer, Machine	10.24
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.17
19040 - Tool And Die Maker	20.32
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.96
21030 - Material Coordinator	20.05
21040 - Material Expediter	20.05
21050 - Material Handling Laborer	11.37
21071 - Order Filler	9.66
21080 - Production Line Worker (Food Processing)	13.96
21110 - Shipping Packer	13.33
21130 - Shipping/Receiving Clerk	13.33
21140 - Store Worker I	13.93
21150 - Stock Clerk	19.55
21210 - Tools And Parts Attendant	13.96
21410 - Warehouse Specialist	13.96
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.69
23019 - Aircraft Logs and Records Technician	16.09
23021 - Aircraft Mechanic I	19.70
23022 - Aircraft Mechanic II	20.69
23023 - Aircraft Mechanic III	21.74
23040 - Aircraft Mechanic Helper	13.70
23050 - Aircraft, Painter	18.50
23060 - Aircraft Servicer	16.09
23070 - Aircraft Survival Flight Equipment Technician	18.50
23080 - Aircraft Worker	17.38
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	17.38
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	19.70
23110 - Appliance Mechanic	16.17
23120 - Bicycle Repairer	11.78
23125 - Cable Splicer	18.67
23130 - Carpenter, Maintenance	14.09
23140 - Carpet Layer	15.12
23160 - Electrician, Maintenance	17.68
23181 - Electronics Technician Maintenance I	15.12
23182 - Electronics Technician Maintenance II	16.17
23183 - Electronics Technician Maintenance III	18.31
23260 - Fabric Worker	14.07
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	13.03
23311 - Fuel Distribution System Mechanic	17.22
23312 - Fuel Distribution System Operator	13.03

23370 - General Maintenance Worker	11.96
23380 - Ground Support Equipment Mechanic	19.70
23381 - Ground Support Equipment Servicer	16.09
23382 - Ground Support Equipment Worker	17.38
23391 - Gunsmith I	13.03
23392 - Gunsmith II	15.12
23393 - Gunsmith III	17.22
23410 - Heating, Ventilation And Air-Conditioning Mechanic	16.58
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	17.63
23430 - Heavy Equipment Mechanic	17.27
23440 - Heavy Equipment Operator	16.21
23460 - Instrument Mechanic	17.22
23465 - Laboratory/Shelter Mechanic	16.17
23470 - Laborer	11.37
23510 - Locksmith	16.17
23530 - Machinery Maintenance Mechanic	19.12
23550 - Machinist, Maintenance	17.22
23580 - Maintenance Trades Helper	9.92
23591 - Metrology Technician I	17.22
23592 - Metrology Technician II	18.31
23593 - Metrology Technician III	19.39
23640 - Millwright	17.22
23710 - Office Appliance Repairer	15.82
23760 - Painter, Maintenance	13.95
23790 - Pipefitter, Maintenance	17.47
23810 - Plumber, Maintenance	16.40
23820 - Pneumatic Systems Mechanic	17.22
23850 - Rigger	17.22
23870 - Scale Mechanic	15.12
23890 - Sheet-Metal Worker, Maintenance	15.28
23910 - Small Engine Mechanic	15.12
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.76
23950 - Telephone Lineman	18.24
23960 - Welder, Combination, Maintenance	17.31
23965 - Well Driller	17.22
23970 - Woodcraft Worker	17.22
23980 - Woodworker	13.03
24000 - Personal Needs Occupations	
24550 - Case Manager	14.15
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	12.58
24610 - Chore Aide	13.93
24620 - Family Readiness And Support Services Coordinator	14.15
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	17.22
25040 - Sewage Plant Operator	17.53
25070 - Stationary Engineer	17.22
25190 - Ventilation Equipment Tender	11.97
25210 - Water Treatment Plant Operator	17.53
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	8.90
27008 - Corrections Officer	12.05
27010 - Court Security Officer	12.05
27030 - Detection Dog Handler	10.90
27040 - Detention Officer	12.05
27070 - Firefighter	12.05
27101 - Guard I	8.92
27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	13.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.53
28042 - Carnival Equipment Repairer	12.20

28043 - Carnival Worker		9.03
28210 - Gate Attendant/Gate Tender		13.18
28310 - Lifeguard		11.01
28350 - Park Attendant (Aide)		14.74
28510 - Recreation Aide/Health Facility Attendant		10.76
28515 - Recreation Specialist		18.26
28630 - Sports Official		11.74
28690 - Swimming Pool Operator		17.71
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		18.39
29020 - Hatch Tender		18.39
29030 - Line Handler		18.39
29041 - Stevedore I		17.14
29042 - Stevedore II		19.67
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	37.52
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	25.87
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	28.49
30021 - Archeological Technician I		17.49
30022 - Archeological Technician II		19.56
30023 - Archeological Technician III		24.21
30030 - Cartographic Technician		23.18
30040 - Civil Engineering Technician		21.93
30051 - Cryogenic Technician I		23.08
30052 - Cryogenic Technician II		25.49
30061 - Drafter/CAD Operator I		17.49
30062 - Drafter/CAD Operator II		19.56
30063 - Drafter/CAD Operator III		20.74
30064 - Drafter/CAD Operator IV		24.21
30081 - Engineering Technician I		14.62
30082 - Engineering Technician II		16.41
30083 - Engineering Technician III		18.36
30084 - Engineering Technician IV		22.34
30085 - Engineering Technician V		27.83
30086 - Engineering Technician VI		33.66
30090 - Environmental Technician		21.10
30095 - Evidence Control Specialist		20.84
30210 - Laboratory Technician		20.74
30221 - Latent Fingerprint Technician I		23.08
30222 - Latent Fingerprint Technician II		25.49
30240 - Mathematical Technician		23.34
30361 - Paralegal/Legal Assistant I		19.44
30362 - Paralegal/Legal Assistant II		23.68
30363 - Paralegal/Legal Assistant III		28.99
30364 - Paralegal/Legal Assistant IV		33.88
30375 - Petroleum Supply Specialist		25.49
30390 - Photo-Optics Technician		21.93
30395 - Radiation Control Technician		25.49
30461 - Technical Writer I		22.17
30462 - Technical Writer II		27.10
30463 - Technical Writer III		32.79
30491 - Unexploded Ordnance (UXO) Technician I		23.85
30492 - Unexploded Ordnance (UXO) Technician II		28.85
30493 - Unexploded Ordnance (UXO) Technician III		34.58
30494 - Unexploded (UXO) Safety Escort		23.85
30495 - Unexploded (UXO) Sweep Personnel		23.85
30501 - Weather Forecaster I		23.08
30502 - Weather Forecaster II		28.08
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	20.74
30621 - Weather Observer, Senior	(see 2)	23.00
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		28.85
31020 - Bus Aide		8.15
31030 - Bus Driver		9.69
31043 - Driver Courier		8.97

31260 - Parking and Lot Attendant	8.12
31290 - Shuttle Bus Driver	9.99
31310 - Taxi Driver	9.18
31361 - Truck driver, Light	9.43
31362 - Truck driver, Medium	11.61
31363 - Truck driver, Heavy	13.89
31364 - Truck driver, Tractor-Trailer	13.89
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.07
99030 - Cashier	9.03
99050 - Desk Clerk	9.70
99095 - Embalmer	23.85
99130 - Flight Follower	23.85
99251 - Laboratory Animal Caretaker I	19.65
99252 - Laboratory Animal Caretaker II	20.61
99260 - Marketing Analyst	19.10
99310 - Mortician	23.85
99410 - Pest Controller	14.61
99510 - Photofinishing Worker	12.53
99710 - Recycling Laborer	11.84
99711 - Recycling Specialist	17.90
99730 - Refuse Collector	11.26
99810 - Sales Clerk	9.46
99820 - School Crossing Guard	15.82
99830 - Survey Party Chief	21.30
99831 - Surveying Aide	12.11
99832 - Surveying Technician	15.74
99840 - Vending Machine Attendant	21.42
99841 - Vending Machine Repairer	27.06
99842 - Vending Machine Repairer Helper	21.42

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.41 per hour or \$176.40 per week or \$764.40 per month

HEALTH & WELFARE EO 13706: \$4.13 per hour, or \$165.20 per week, or \$715.87 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 4 weeks after 3 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, drying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial

laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE,
Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(h)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(h)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

AFFIDAVIT re NON-COLLUSION

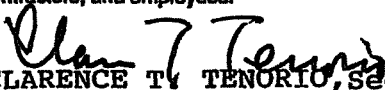
~~XXXXX~~ SAIPAN)
ISLAND OF GUAM) ss.
MARIANAS PACIFIC)

CLARENCE T. TENORIO, [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] JOETEN DEVELOPMENT, INC.

2. The proposal for the solicitation identified above is genuine and not collusive or a sham. The offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other offeror or person, to put in a sham proposal or to refrain from making an offer. The offeror has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the proposal price of offeror or of any other offeror, or to fix any overhead, profit or cost element of said proposal price, or of that of any other offeror, or to secure any advantage against the government of Guam or any other offeror, or to secure any advantage against the government of Guam or any person interested in the proposed contract. All statements in this affidavit and in the proposal are true to the best of the knowledge of the undersigned. This statement is made pursuant to 2 GAR Division 4 § 3128(b).

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


CLARENCE T. TENORIO, Secretary/Treasurer.
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 27th day of April, ~~2017~~ 2018.


NOTARY PUBLIC, Saipan,
My commission expires _____.

NATIVIDAD P. MACARANAS
NOTARY PUBLIC
Commonwealth of the Northern Mariana Islands
My Commission Expires on the
21st day of September, 2018

AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION

OTKWOEX SAIPAN)
) ss.
ISCANB OFK BOWAKK)
MARIANAS PACIFIC


- A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the offeror and that [please check only one]:
- [] The offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.
- [X] The offeror is a corporation, partnership, joint venture, or association known as JOETEN DEVELOPMENT, INC. [please state name of offeror company], and the persons, companies, partners, or joint venturers who have held more than 10% of the shares of interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows [if none, please so state]

Name	Address	% of Interest
<u>Joeten Enterprises, P.O. Box</u>	<u>Inc. a Saipan 500137</u>	<u>100</u>
<u>corp.</u>	<u>Saipan, MP</u>	
	<u>96950</u>	

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

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

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


CLARENCE T. TENGRIO
 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 20th day of April, 2018.


 NOTARY PUBLIC
 My commission expires _____

NATIVIDAD P. MACARANAS
 NOTARY PUBLIC
 Commonwealth of the Northern Mariana Islands
 My Commission Expires on the
21st day of September, 2018

AFFIDAVIT re CONTINGENT FEES

~~STATE OF SAIPAN~~)
ISLAND OF GUAM) ss.
MARIANAS PACIFIC)

CLARENCE T. TENORIO, [state name of affiant signing below], being first sworn, deposes and says that:

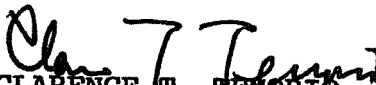
1. The name of the offering company or individual is [state name of company]

JOETEN DEVELOPMENT, INC.

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

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

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


CLARENCE T. TENORIO

Signature of one of the following:

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

Subscribed and sworn to before me
this 21st day of April, 2018.


NOTARY PUBLIC, Saipan,
My commission expires _____

NATIVIDAD P. MACARANAS

NOTARY PUBLIC

Commonwealth of the Northern Mariana Islands

My Commission Expires on the

21st day of September, 2018

DO NOT CASH THIS CHECK UNLESS YOU CAN SEE THE WATERMARK. HOLD UP TO LIGHT TO VIEW. READ WARNING MESSAGE BELOW.



BANK OF GUAM
THE PEOPLE'S BANK
Member FDIC
P.O. BOX BW · HAGÁTÑA, GUAM 96932

101-511
1214 NO. 984861

DATE: **April 30, 2018**
NOT VALID AFTER 90 DAYS FROM DATE OF ISSUE

PAY TO THE
ORDER OF

***** **Treasurer of Guam** ***** \$***** **250,000.00** *****

\$250,000.00

TWO SIGNATURES REQUIRED OVER \$100,000

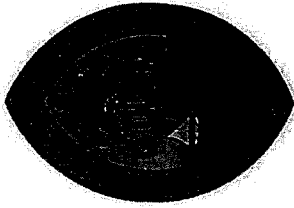
DOLLA

CASHIER'S CHECK

WARNING: DO NOT CASH THIS CHECK UNLESS YOU CAN SEE THE WATERMARK. TO VERIFY WATERMARK HOLD UP TO LIGHT TO VIEW. RUB GRAY SIGNATURE AREA TO SEE COLOR CHANGE. CHECK BACKGROUND IS IN GREEN COLOR.

[Signature]
Nancy L. Kisa Jr.
AC/Operations Officer
[Signature]
Tania David
AVP/Operations Manager

⑈984861⑈ ⑆121405115⑆ 3110140⑈ 81



DEPARTMENT OF REVENUE AND TAXATION
GOVERNMENT OF GUAM

FILE F-1732

Certificate of Authority

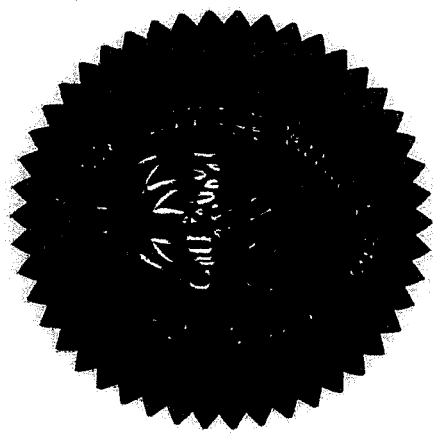
This Certificate of Authority is hereby issued to:

JOETEN DEVELOPMENT, INC.

a corporation organized under the laws of SAIPAN, CNMI as a foreign corporation in Guam. This Certificate of Authority authorizes the Foreign Corporation to transact business on Guam, pursuant to Title 18, Guam Code Annotated, Section 7106 (a). *Said corporation was duly admitted on June 29, 1995.

This Certificate of Authority does not relieve said corporation from the requirements of obtaining a Business License pursuant to Title 11, Guam Code Annotated, Business License Law.

IN WITNESS WHEREOF, I have subscribed my name officially and hereon impressed my Seal of Office, City of Hagatna, Guam, USA on this 2nd day of September, 2004.



Artemio B. Ilagan

ARTEMIO B. ILAGAN
Director of Revenue and Taxation



DEPARTMENT OF REVENUE AND TAXATION
 GOVERNMENT OF GUAM
 P.O. Box 23607
 Barrigada, Guam 96921
 www.guamtax.com

BUSINESS LICENSE

SERIAL # 1902627

R

Foreign corporation
 EXPIRES March 31, 2019

Service rental
 ACCOUNT NO 14-000952120-01

ISSUED TO:	JOETEN DEVELOPMENT INC.	FFF	200 00
DOING BUSINESS AS:	JOETEN DEVELOPMENT INC.	PENALTY	0 00
TYPE OF LICENSE:	BUILDING RENTAL	TOTAL FEE	200 00

BUSINESS LOCATION: LOT 5223-5A-1-2

BARRIGADA GUAM (C)

MAILING ADDRESS: PO BOX 1719

HAGATNA GUAM

96932

TELEPHONE HOME

BUSINESS 477-8894

04/25/2018

John P. Camacho

John P. Camacho
 DIRECTOR OF REVENUE AND TAXATION

ALL LICENSES ARE NON-TRANSFERABLE
 LICENSES MUST BE RENEWED BY THE
 LICENSEE'S DEADLINE DATE

GOVERNMENT OF GUAM

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

BID BOND

NO. _____

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

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

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

Signed and sealed this _____ day of _____ 201__.

(PRINCIPAL) (SEAL)

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(RESIDENT GENERAL AGENT)

INSTRUCTION TO PROVIDERS:

NOTICE to all Insurance and Bonding Institutions:

The Bond requires the signatures of the Vendor, two (2) major Officers of the Surety and Resident General Agent, if the Surety is a foreign or alien surety.

When the form is submitted to General Services Agency, it should be accompanied with copies of The following:

- 1. Current Certificate of Authority to do business on Guam issued by the Department of Revenue and Taxation.**
- 2. Power of Attorney issued by the Surety to the Resident General Agent.**
- 3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.**

Bonds, submitted as Bid Guarantee, without signatures and supporting documents are invalid and Bids will be rejected.

**GOVERNMENT OF GUAM
GENERAL TERMS AND CONDITIONS**

SEALED BID SOLICITATION AND AWARD

Only those Boxes checked below are applicable to this bid.

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

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

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

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

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

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

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

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

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

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

[] 23. MARKING: Each outside container shall be marked with the Purchase Order number, item number, brief item description and quantity. Letter marking shall not be less than 3/4" in height.

[X] 24. SCHEDULE FOR DELIVERY: Successful bidder shall notify the General Services Agency, Telephone Nos. 475-1707 or 475-717, at least twenty-four (24) hours before delivery of any item under this solicitation.

[] 25. BILL OF SALE: Successful supplier shall render Bills of Sale for each item delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.

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

[X] 27. INSPECTION: All supplies, materials, equipment, or services delivered under this contract shall be subject to the inspection and/or test conducted by the Government at destination. If in any case the supplies, materials, equipment, or services are found to be defective in material, workmanship, performance, or otherwise do not conform with the specifications, the Government shall have the right to reject the items or require that they be corrected. The number of days required for correction will be determined by the Government.

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

- [] 29. **SAFETY INSPECTION:** All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.
- [] 30. **GARANTEE:**
a. Guarantee of Vehicle Type of Equipment:
 The successful bidder shall guarantee vehicular type of equipment offered against defective parts, workmanship, and performance, for a period of not less than one (1) year after date of receipt of equipment. Bidder shall also provide service to the equipment for at least one (1) year. Service to be provided shall include, but will not be limited to tune ups (change of spark plugs, contact points and condensers) and lubrication (change of engine and transmission oil). All parts and labor shall be at the expense of the bidder. All parts found defective and not caused by misuse, negligence or accident within the guarantee period shall be repaired, replaced, or adjusted within six (6) working days after notice from the Government and without cost to the Government. Vehicular type of equipment as used in this context shall include equipment used for transportation as differentiated from tractors, backhoes, etc.
- (b) Guarantee of Other Type of Equipment:**
 The successful bidder shall guarantee all other types of equipment offered, except those mentioned in 30a, above, against defective parts, workmanship, and performance for a period of not less than three (3) months after date of receipt of equipment. Bidder shall also provide service to the equipment for at least three (3) months. All parts found defective within that period shall be repaired or replaced by the Contractor without cost to the Government. Repairs, adjustments or replacements of defective parts shall be completed by the contractor within six (6) working days after notice from the Government.
- (c) Compliance with this Section is a condition of this Bid.**
- [X] 31. **REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT:** The bidder or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a Government employee to breach any of the ethical standards and represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth on Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.
- [X] 32. **REPRESENTATION REGARDING CONTINGENT FEES:** The contractor represents that it has not retained a person to solicit or secure a Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business (GPR Section 11-207).
- [X] 33. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractors shall not discriminate against any employee or applicant of employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.
- [X] 34. **COMPLIANCE WITH LAWS:** Bidders awarded a contract under this Solicitation shall comply with the applicable standard, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.
- [] 35. **CHANGE ORDER:** Any order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-03.1 of the Guam Procurement Regulations.
- [X] 36. **STOP WORK ORDER:** Any stop work order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-04.1 of the Guam Procurement Regulations.
- [X] 37. **CANCELLATION OF INVITATION FOR BIDS OR REQUEST FOR PROPOSALS.** Any invitation for Bid may be cancelled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interests of the Territory in accordance with regulations promulgated by the Policy Office. The reasons therefor shall be made part of the contract file.
- [X] 38. **TIME FOR COMPLETION:** It is hereby understood and mutually agreed by and between the contractor and the Government that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by vendor), then the contractor is in default. Defaults will be treated subject to and in accordance with the provisions of 2 GAR, Div. 4 § 6101(8)
- [X] 39. **JUSTIFICATION OF DELAY:** Bidders who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the bidder is not able to meet the specified delivery date, he is required to notify the Chief Procurement Officer of such delay. Notification shall be in writing and shall be received by the Chief Procurement Officer at least twenty-four (24) hours before the specified delivery date. Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The Government reserves the right to reject delay justification if, in the opinion of the Chief Procurement Officer, such justification is not adequate.

- [X] 40. **SERVICE-DISABLED VETERAN OWNED BUSINESS PREFERENCE:** Bidding is subject to the policy in favor of Service-Disabled Veteran Owned Business as defined in 5 GCA sections 5011 and 5012.
- [X] 41. **LIQUIDATED DAMAGES:** When the contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonable obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or nonperformance is excused under Paragraph 40 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay. 2 GAR, Div. 4 §6101(d).
- [X] 42. **PHYSICAL LIABILITY:** If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Government of Guam in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the Government of Guam from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reasons of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Government of Guam against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Government of Guam when required.
- [X] 43. Contract will be cancelled if funds not appropriated or insufficient, and that government will timely inform contractor. 2 GAR, Div.4 §3121(e) (1) (C) and 2 GAR, Div.4 § 3121(e)(1)(D).
- [] 44. If cancelled, contractor will be reimbursed unamortized reasonably incurred non-recurring costs. 2 GAR, Div.4 § 3121(e) (1) (G).
- [X] 45. **CONTACT FOR CONTRACT ADMINISTRATION:** If your firm receives a contract as a result of this Solicitation, please designate a person whom we may contact for prompt administration.

Name: John C. Terlaje Title: Attorney for bidder
 Address: Suite 216, Terlaje Bldg Telephone: (671) 477-8894
194 Hernan Cortes Ave.
Hagatna, Guam 96910

SEALED BID SOLICITATION INSTRUCTIONS

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

8. **DISCOUNTS:**

- a) Notwithstanding the fact that prompt payment discounts may be offered, such offer will not be considered in evaluating bids for award unless otherwise specified in the Solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.
- b) In connection with any discount offered, time will be computed from date of delivery and acceptance of the supplies to the destination as indicated in the purchase order or contract. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.

9. **GOVERNMENT FURNISHED PROPERTY:** No material, labor or facilities will be furnished by the Government unless otherwise provided for in the Solicitation.

10. **SELLER INVOICES:** Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall be "certified true and correct" and shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended total. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.

11. **RECEIPT, OPENING AND RECORDING OF BIDS:** Bids and modifications shall be publicly opened in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate by the Procurement Officer, shall be read aloud and recorded, or otherwise made available. The names and addresses of required witnesses shall be recorded at the opening. The opened bids shall be available for public inspection except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in accordance with Section 12, below. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices, makes and models or catalog numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary (Guam Procurement Regulations 2 GAR, Div.4 §3109(k)).

12. **CONFIDENTIAL DATA:** If a bidder considers any information submitted in its bid to be confidential, the bidder must identify in writing to the Government those portions which it considers confidential, and must request in writing that those portions be kept confidential. Only trade secrets and proprietary data will be considered confidential. If there is a request for confidentiality, the Government will render a decision on the request as soon as practicable after bids are opened. The Government will advise any bidder requesting confidentiality, of the Government's decision in writing. If the Government does not agree with a bidder's request, then the Government will inform the bidder that it may lodge a protest regarding any part of the Government's decision by following the procedure for protests outlined in Chapter 9 of the Guam Procurement Regulations.

13. **PROHIBITION AGAINST GRATUITIES AND KICKBACKS:** With respect to this procurement and any other contract that bidder may have or wish to enter into with the Government, the bidder represents that he/she has not violated, is not violating, and promises that he will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations.

14. **STATEMENT OF QUALIFICATIONS:** The ability capacity and skill of the Bidders to perform; Whether the bidder can perform promptly or within the specified time; The quality of performance of the Bidder with regards to awards previously made to him; The sufficiency of the financial resources and ability of the bidders to perform; And the compliance with all of the conditions to the solicitation.

15. **WAGE AND BENEFIT COMPLIANCE-CONTRACTORS PROVIDING SERVICES**

(a) Contractor with regard to all person its employs whose purpose in whole or in part is the direct delivery of services contracted for with the Government of Guam in this procurement, shall pay such employees in accordance with the Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct deliverance of deliverables to the government of Guam. 5 GCA § 5801 Contractor shall be responsible for flowing down this obligation to its subcontractors.

(b) The Wage Determination most recently issued by the U.S. Department of Labor at the time this Agreement was awarded to Contractor shall be used to determine wages and benefits which shall be paid to employees pursuant to this clause. 5 GCA § 5801

(c) Should any contract contain a renewal clause, then at the time of renewal adjustments there shall be stipulations contained in that contract for applying the Wage Determination, so that the Wage Determination promulgated by the U.S Department of Labor on a date most recent to the renewal date shall apply. 5 GCA § 5801

(d) In addition to the Wage Determination detailed above, health and similar benefits for employees having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor shall apply. Contractor shall pay a minimum of ten (10) paid holidays per annum per employee. 5 GCA § 5802

Any violation of Contractor or its subcontractors obligations of this section shall be investigated by the Guam Department of Labor and may include a monetary penalty assessment by the Guam Department of Labor of no less than One Hundred Dollars (\$100.00) per day, and no more than One Thousand Dollars (\$1,000.00) per day, until such time as a violation has been corrected, as well as the payment of all back wages and benefits due. 5 GCA § 5803

(f) In addition to any and all other breach of contract actions the Government of Guam may have under this procurement, in the event there is a violation in the process set forth in subsection (e) above, Contractor may be placed on probationary status by the Chief Procurement Officer of the General Service Agency, or its successor, for a period of one (1) year.

During the probationary status, a Contractor shall not be awarded any contract by any instrumentality of the Government of Guam. A Contractor who has been placed on probationary status, or has been assessed a monetary penalty pursuant to 5 G.C.A. Article 13 Title 5 may appeal such penalty or probationary status to the Superior Court of Guam. 5 GCA § 5804

(g) Contractor along with all proposed offerors and submitter under this procurement were required to submit a Declaration of Compliance with Wage Determination laws as part of this procurement with a copy of the most recent Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor. 5 GCA §5805

(h) The applicable USDOL Wage Determination Rate Revision (as defined by subsections (b) and (c)) is to this Agreement. Contractor agrees to provide upon written request by the Government of Guam written certification of its compliance with its obligations as part of each invoice, along with the names of any employees, their positions, and detailed wage and benefits paid in keeping with this section. Additionally upon request by Government of Guam the Contractor shall submit source documents as to those individuals provide direct services in part or whole under this Agreement and its payments to them of such wages and benefits.

16. Ethical Standards:

With respect to this procurement and any other contract that the Contractor may have, or wish to enter into, with any government of Guam agency, the Contractor represents that it has not knowingly influenced, and promises that it will not knowingly influence, any government employee to breach any of the ethical standards set forth in the Guam Procurement Law and in any of the Guam Procurement Regulations.

17. Prohibition against Contingent Fees:

The Contractor represents that he has not retained any person or agency upon an agreement or understanding for a percentage, commission, brokerage, or other contingent arrangement, except for retention of bona fide employees or bona fide established commercial selling agencies, to solicit or secure this Agreement or any other contract with the government of Guam or its agencies.

18. Contractor's Warranty as to Employees and Sex Offenses. Reference 5 GCA 5253 (b)

Contractor warrants that no person providing services on behalf of the Contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of GCA or an offense as defined in Article 2 of Chapter 2B, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry.

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

19. Policy in Favor of Service-Disabled Veteran Owned Businesses

P.L. 31-115 (September 20, 2011) 5 GCA § 5011 and § 5012 in the procurement of any supply or service, (except for professional services), if such supply or service is offered by a Service-Disabled Veteran Owned Business "SDVOB", as defined in 5 GCA § 5012, that is at least fifty one percent (51%) owned by service-disabled veteran(s), and if the supply or service is available within the period that is required for the procurement, and the price for the supply or service does not exceed one hundred five percent (105%) of the lowest bidder price, a preference shall be given to that SDVOB by the Government of Guam, and the supply or service shall be purchased from said SDVOB. This shall be in addition to any other procurement benefit the SDVOB may qualify for under Guam law. A business concern is a qualified SDVOB if: (a) the business concern is licensed to do business on Guam; (b) the business concern maintains its headquarters on Guam; (c) the business concern is at least fifty-one (51%) owned by a service-disabled veteran(s) who served in the active U.S. military service, was discharged or released under honorable conditions and whose disability is service-connected as demonstrated by a DD214, and certified by an award letter from the U.S. Department of Veterans Affairs; the DD214 and Disability award letter from U.S. Department of Veterans Affairs are submitted to the Government of Guam procuring agency for every service offered; and the service disabled veteran(s) owner(s) of the business concern has filed individual tax returns on Guam for a period of at least three (3) consecutive years.

ITEM NO.	DESCRIPTION	QTY. / UOM	MONTHLY PRICE	ANNUAL COST
1.1	Office Space Lease As per the following specifications:	12 MOS.	\$ 114,168.60	\$ 1,370,023.20

The Dept. of Revenue and Taxation is interested in leasing one building approximately 53,455 rentable square feet of quality office space available for use by employees, furnishings, and equipment. Building shall meet the requirements of A.D.A. and local safety and fire codes. Space shall be in a new or modern office building located in an area that is compatible with its surroundings. The location should project a professional and aesthetically pleasing appearance. Building should be highly visible. (OR) two separate buildings approximately 53,455 rentable square feet of quality office space available for use by employees, furnishings and equipment. Building shall meet the requirements of A.D.A. and local safety and fire codes. Space shall be in a new or modern office building located in an area that is compatible with its surroundings. The location should project a professional and aesthetically pleasing appearance. Building should be highly visible.

SPECIFICATIONS:

BIDDING ON / REMARKS:

OFFICE BUILDING:

The entire office must be in one building. If not, the buildings must be contiguous to each other. If building is multi-story, then operational elevators or escalators must be available and operate reliably during power outages. Total office space must be no less than 53,455 square feet inclusive of the waiting or reception area but not common area such as public or staff lavatories. Lavatories must be accessible to disabled.

Comply

Entire building and parking area must be A.D.A. compliant. Offices shall meet the requirements of A.D.A., OSHA, safety and fire codes, must have full adequate means of ingress and egress. Building must be concrete or semi-concrete and shall include typhoon protection. Interview, testing, conference, library and storage room shall be enclosed (see attachment "A" for breakdown of office per unit/division in square feet). Dept. of Revenue and Taxation must be housed in a building not having other agencies.

Comply

LOCATION:

Preferred location is central part of Guam. Site must not be in a flood-prone area or subject to flooding or susceptible to water run-off coming from abutting or adjacent properties.

Comply

TELEPHONES:

Telephone jacks must be immediately available. Dept. of Revenue and Taxation will incur all costs for telephone services. Bidder will be responsible for jack installation.

Comply

PARKING STALLS:

Parking stalls shall accommodate a minimum of 250 vehicles which include employee's privately-owned vehicles, official vehicles, and public parking. Must have a minimum of three (3) parking stalls which shall be accessible to the disabled with one (1) stall being van accessible.

Comply

BUILDING SIGNAGE:

Bidder shall provide one (1) acrylic or plexi-glass sign of at least 5 ft. x 18 ft. in such colors and design as approved by the tenant. Signage must be attached to the building and should be visible to the public.

Comply

EMERGENCY DISASTER PLAN:

Bidder shall provide an emergency disaster plan, to include, but not limited to emergency fighting, building evacuation, typhoon shutters and Bidder's emergency contact numbers.

Comply

TYPHOON CONDITION READINESS:

Bidder shall secure entire building. These procedures shall include items such as checking to ensure that backup generators are operational, putting up typhoon shutters. Post-disaster procedures shall include opening typhoon shutters, clearing all debris, cleaning windows and floors, checking for internal damages, ensuring proper drainage, both internal and external to the building or buildings. The Dept. of Revenue and Taxation should be able to begin operations within twenty-four (24) hours after the disaster concludes.

Comply

BUILDING CODES:

Bidder shall ensure that building meets all current local building codes and statutes, i.e., building, fire, safety OSHA, etc.

Comply

SECURITY DEPOSIT:

No security deposit is required. No last month's rent shall be required in advance upon occupancy.

Agree

RENOVATIONS/MODIFICATIONS:

All renovations/modifications of the building shall be made to the satisfaction of Dept. of Revenue and Taxation within reason of the total square footage desired.

Dept. will be responsible to install its own lock on doors for security reasons.

Agree

RENTAL COST TO THE GOVERNMENT SHALL INCLUDE THE FOLLOWING:

Utilities: All costs associated with power and water supply.

Agree

Standby Generator: Shall have an operable standby generator with automatic transfer switch with sufficient capacity to operate the entire facility during power outages. The Bidder shall provide operations and maintenance of the generator.

Agree

Air-Conditioning Units: Must have air-conditioning units sufficient to meet office space requirements.

Agree

Air-Conditioning Maintenance:
Full service maintenance shall be conducted at least once a quarter.

Agree

Pest Control Services: Shall be done at least once every quarter.

Agree

Building Maintenance: To include replacement of burnt out bulbs, draining of sewage, urinal backups, normal repairs, clean parking stalls, mowing grass, tree trimming, alterations/renovations/ modifications, including doors and window locks.

Agree

Trash Collection: Shall provide trash collection at least once a week.

Agree

Security: Costs to provide a roving night security guard.

Agree

Additional Contract Terms: (Attached)

Agree

These specifications were prepared by the staff of the Department of Revenue and Taxation and Approved by Artemio B. Bagan, Acting Director DRT

Contract Terms applicable to IFB

Landlord desires to lease the Land and the Building to Tenant upon the terms and conditions set forth herein, and Tenant desires to lease such Land and Building from Landlord upon the terms and conditions set forth herein.

In consideration of the premises and the terms, covenants and conditions contained herein, Landlord and Tenant agree as follows.

1. **Premises:** Landlord hereby leases to Tenant, and Tenant leases from Landlord, under the terms, covenants and conditions contained in Invitation for Bid: _____ this lease, the Land and the Building (collectively, the "Premises").

2. **Term:** The term of this lease ("Term") shall be for a period of three (3) years, thirty-six (36) months period commencing on the date of execution of this lease (_____) unless sooner terminated or extended as hereinafter provided. In accordance with the Title 5 of the Guam Code Annotated, §22401, (5 GCA §22401), this lease is at all times subject to appropriation and availability of government funds.

3. **Rent:**
(a) Tenant agrees to pay to Landlord a rental fee ("Rent") of _____ (US _____) per square foot of Floor Area, per month, for the Premises, without deduction, set-off, prior notice or demand, beginning on the lease Commencement Date and continuing on the first day of every month thereafter, during the Term of this lease. In the event the Term of this lease begins or ends on a date that is not the first day of a month, the Rent will be prorated as of that date based upon the number of days in the applicable calendar month. Payments of Rent for the initial Term will commence at the end of two months after the lease Commencement Date ("Rent Commencement Date").

(b) The parties acknowledge that Tenant may take possession of the Premises prior to Landlord's completion of the Tenant Improvements. Beginning on the Rent Commencement Date and continuing through the ninth month of the initial Term, Tenant may pay a prorated amount of Rent based upon that portion of the Premises for which Landlord has completed the Tenant Improvements and turned over possession to Tenant. Notwithstanding the foregoing, however, in no event shall such prorated

Rent be less than _____ cents (US \$_____) per square foot per month. Tenant shall have no such right to prorate the Rent after the ninth month of the initial Term, except as otherwise provided by this agreement.

(c) Tenant shall make all payments of Rent to Landlord or to the duly appointed agent or representative of Landlord. The procedure for Tenant's payment of Rent shall be as follows:

(i) Landlord will present an invoice for Rent for the Subsequent month on or before the fifteenth (15th) day of the preceding month.

(ii) Landlord shall receive payment of the Rent in full no later than the last day of the subsequent month, or the first day of the ensuing month.

(iii) All past due Rent and other payments shall accrue interest at the rate as allowed for by Title 5 of the Guam Code Annotated §22502, otherwise known as the Prompt Payment Act.

4. Option to Extend.

(a) Provided Tenant is not in default under this lease, Landlord grants to Tenant the option to extend the term of this Lease for two (2) additional one year periods with no change in monthly rate throughout the duration of the lease term. Tenant shall give Landlord written notice of its intent not to extend the Term or Extension Term, as applicable, at least one hundred eighty (180) days prior to the expiration of the prior Term or Extension Term, as applicable. If Tenant fails to give timely notice as set forth herein, the Term shall automatically be extended for an Extension Term of one (1) year.

(b) Tenant's tenancy during any Extension Term shall be upon the same terms, covenants, and conditions as provided in this lease for the initial Term; provided, however, the monthly Rent which shall be paid by Tenant to Landlord during any Extension Term may be increased at the beginning of each Extension Term as agreed to by the parties.

5. Purpose: Tenant shall use the Premises at all times solely for the purpose of office space. It shall be the obligation of Tenant to obtain any and all licenses and permits necessary for such purpose. The Premises shall be only for the actual use and occupancy by Tenant and/or other agencies of the government of Guam.

6. Assignment/Lease. Tenant shall not assign, sublet or part with possession of any of the Premises without the prior written consent of Landlord which shall not be unreasonably withheld.

7. Alterations:

(a) No alteration, addition or improvement to the Premises shall be made by Tenant without the prior written consent of Landlord which shall not be unreasonably withheld. Landlord may, without limitation condition its consent upon and may require approval by Landlord of workmanship; approval by Landlord of contractors; and performance and payment bonds if reasonable explanation is provided.

(b) Any alteration, addition or improvement made by Tenant after such consent shall be given, and any permanent fixtures installed as a part of the Premises may, at Tenant's sole option, become the property of Landlord upon the expiration or other sooner termination of this lease.

(c) Tenant shall repair and restore all damage to the Premises caused by removal of any alterations, additions, improvements or fixtures in the Premises. Tenant's obligations under this provision shall expire at the end of this lease.

(d) Landlord's consent to any Tenant alterations refers only to the conformity of such alterations to the general architectural plan for the Premises. Such alterations are not reviewed or approved for architectural, structural or engineering design, and Landlord, by reviewing and approving such alterations, assumes no liability or responsibility thereof or for any defect in any alteration constructed by Tenant or for any claims, losses, liabilities, injuries to property or persons (including, without limitation, death) resulting from Tenant's compliance with such plans or specifications or noncompliance therewith. Tenant's obligations under this provision shall expire on the expiration or termination of this lease.

8. Nuisance: Tenant shall not permit on the Premises any unlawful acts, or any condition, act or thing constituting a public or private nuisance.

9. Maintenance and Repairs: Landlord shall, at its sole cost and expense, keep and maintain the Premises and appurtenances and every part thereof in good and sanitary order, condition and repair. All normal maintenance of the Premises including, without limitation, the Building, parking area, driveways, entrances and exits, replacement of burnt out light bulbs/tubes, draining of sewage, urinal backups, normal repairs, alterations/renovations, to include door, windows and door locks will be carried out by Landlord.

Notwithstanding the foregoing, however, all damage or injury to the Building, or its fixtures, glass, appurtenances, electric wiring, and equipment caused by the abuse, carelessness, omission, neglect, improper conduct, or other cause of Tenant, its servants, employees, agents, visitors, or licensees, shall be repaired, restored, or replaced promptly by Tenant to the satisfaction of Landlord, at Tenant's sole cost and expense.

Landlord shall have the right to temporarily close or restrict access to any of the Land and to make changes including, without limitation, changes in the location of driveways, entrances, exits, parking areas and traffic flow.

In the event that Landlord shall have to temporarily close or restrict access to any part of the premises, Landlord shall give Tenant reasonable notice, and conduct any closure or restriction of access so as to minimize any disruption to Tenant's business. If any closure is deemed by the Tenant to interfere with its operations, the Tenant shall have the right to terminate this agreement without penalty.

10. Holding Over: If Tenant shall remain in possession of the Premises after the expiration of the Term or any Extension Term of this lease, such possession shall be as a month-to-month Tenant. During such month-to-month tenancy rent shall be payable monthly under the same terms and conditions set forth in this lease for the payment of Rent, at a monthly rate equal to the Rent rate payable during the Term or last Extended Term of the lease.

11. Utilities: Landlord shall be solely liable for and shall pay for, as the same become due, all utilities including, without limitation, power (electricity) and water furnished to the Premises or used by Tenant during the hours between 7:00 am and 5:00 pm, Monday through Friday ("Business Hours"). Notwithstanding the foregoing, however, Tenant shall be solely liable for and shall pay for (a) all utilities related to Tenant's telephone, data and communications, and (b) all other utility usage during hours outside of the Business Hours. Landlord, at Landlord's sole expense, shall install the necessary metering system and timing device to track utility usage during Business Hours and non-Business Hours.

12. Condition of Premises: Prior to the commencement of the Term of this lease, Tenant inspected the Premises, and Tenant is fully informed and aware of their condition and state of repair. Tenant hereby accepts the Premises and every part thereof "as is" in their existing condition.

Renovation/Modifications as stated in the "Invitation for Bid _____". All renovations/modifications of the building shall be made to the satisfaction of the Department of Revenue and Taxation within reason of the total square footage desired. Renovation/Modifications shall be approved and inspected by Tenant(s).

13. Surrender of Premises: Upon the expiration or termination of this lease, Tenant shall peaceably quit and surrender the Premises in good, clean order and condition, ordinary wear and tear excepted, and shall, at its sole cost and expense, remove all its property and waste therefrom, except as otherwise provided in this lease.

Tenant shall, at its sole cost and expense, repair and restore all damage to the Premises caused by Tenant's removal of any equipment, trade fixtures and personal property. Tenant's obligation to observe or perform this obligation hereunder shall survive the expiration or other termination of this lease.

14. Liens: Tenant shall at all times keep the Premises and any portion thereof free and clear of all and any liens and encumbrances, including mechanics' and material men's liens.

15. Casualty Loss:

(a) If the Premises shall be destroyed by fire or other casualty without the fault or neglect of Tenant, its servants, employees, agents, visitors, or licensees, the damage shall be repaired by Landlord, provided such repairs can be made within sixty (60) days under the laws and regulations of applicable governmental authorities, and provided further, such destruction results from a cause within the coverage of insurance policies Landlord shall have in effect covering the Premises and the proceeds from such insurance policies are made available to Landlord to make such repairs. Such destruction shall neither annul or void this lease, except that Tenant shall be entitled to a proportionate reduction of Rent while the repairs are being made, any such proportionate Rent reduction being based on the part of the Premises which has been destroyed and is not usable by Tenant.

However, if such destruction is due to the fault or neglect of Tenant, its servants, employees, agents, visitors, or licensees, without prejudice to any other rights and remedies of Landlord and without prejudice to the rights of subrogation of Landlord's insurer, the damage may be repaired by Landlord, but in such case there shall not be apportionment or abatement of Rent. If the repairs cannot be made in the specified time or the other conditions set forth above to making said repairs have not been met, Landlord may, at Landlord's sole option, make the repairs within a reasonable time, this lease continuing in full force and effect and the Rent shall be proportionately abated except as otherwise provided herein above.

In the event that Landlord does not elect to make said repairs, or the repairs cannot be made within sixty (60) days under current laws and regulations of the applicable governmental authorities, this lease may be terminated at the option of either party upon written notice to the other. Notwithstanding anything to the contrary, if the Premises are partially or totally destroyed or damaged during the last six (6) months of the term of this lease, Landlord may, at its sole option, cancel and terminate this lease as of the date of the destruction or casualty by giving written notice to Tenant of its election to terminate this lease. In the event Landlord gives the foregoing notice, Tenant may continue in occupancy of so much of the Premises as are safely habitable until the end of the current Term or Extension Term, in which case Rent shall be prorated based upon the percentage of the Premises which Tenant continues to occupy.

(b) Landlord shall be required to carry insurance on Tenant's property and shall be obligated to repair any damage thereto or replace the same, except as provided for in this agreement.

16. Eminent Domain: In the event shall all or a substantial part of the Premises shall be taken or condemned for a public or quasi-public use this lease shall terminate.

17. Indemnification, Security:

- (a) Tenant hereby assumes all risk of damage to property or injury to all Persons in, or about the Premises or Building arising. Tenant shall indemnify and hold harmless Landlord from any and all demands, claims, expenses (including attorneys' fees and court costs) and liabilities for anything and everything arising from or out of the occupancy of the Premises by or under Tenant, its representatives, agents, employees, guests or invitees, and from any loss or damage arising from any fault or negligence by Tenant or any failure on Tenant's part to comply with any of the covenants, terms and conditions of this lease, including this provision.
- (b) Landlord shall be solely responsible for providing security alarm systems and electrical locks and codes on main and exist doorways to include twenty-four (24) hour security service to protect the Tenant's property.

18. Subordination:

(a) This lease is subject and subordinate to all mortgages which may now or hereafter affect the Land and the Building, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self operative and no further instrument of subordination shall be necessary; however, to confirm such subordination, Tenant shall promptly execute and deliver to Landlord or its designee any subordination certificate or document that may request.

(b) Within twenty (20) days after request therefore by Landlord, Tenant agrees to deliver in recordable form a certification or other document to any proposed mortgagee or assignee, certifying (if such be the case) that this lease is in full force and effect and that there are no defenses or offsets thereto, or stating those claimed by Tenant. Failure of Tenant to respond within said time twenty (20) days shall constitute a binding admission by Tenant that this lease is in full force and effect.

19. Inspection: Upon reasonable notice and request, Tenant shall permit their agents or representatives to enter the Premises to examine and inspect the same, during normal business hours.

20. Default: Each of the following events shall constitute a default or breach of this lease by Tenant:

- (a) A violation or failure to comply with any term, condition, covenant or provision of this lease;
- (b) If Tenant shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors;
- (c) If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against Tenant, or if a receiver or trustee shall be appointed for all or substantially all of the property of Tenant, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within thirty (30) days after the institution or appointment.

21. Taxes and Assessments. Landlord shall pay any real estate taxes and assessments attributable to the Premises.

22. Attorney's Fees. In those instances where the Government Claims Act applies to a breach of this lease by the Tenant; attorney's fees and costs of the person or entity claiming against the Tenant are not recoverable.

23. Waiver. The waiver by Landlord of any default of any term, covenant, condition or provision of this lease shall not be deemed to be a waiver of any subsequent breach of the same, and shall not be deemed the waiver of any other term, covenant, condition or provision of this lease.

24. Notices. All notices to be given to the parties hereto, may be given in writing delivered to the other party at its principal place of business, in person, or by depositing the notice in the mail, postage prepaid and addressed to the appropriate party as follows:

LANDLORD:

TENANT: Department of Revenue and Taxation
Attn:

25. Time is of the Essence. Time is of the essence for all provisions of this lease.

26. Binding Effect. Except as otherwise provided herein, this lease shall be binding upon and inure to the benefit of Landlord, Tenant and their respective heirs, successors and permitted assigns.

27. Interpretation and Definitions. The language in all parts of this lease shall in all cases be simply construed according to its fair meaning and not strictly for or against Landlord or Tenant. Captions of articles, sections, and paragraphs of this lease are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this lease.

28. Entire Agreement. This lease contains the entire agreement of the parties relating to the Premises, and no prior agreement or understanding pertaining to the Premises and Tenant's occupancy of the same shall be valid or of any force or effect, and this lease cannot be modified or changed except in writing, signed by the parties hereto.

29. Governing Law. This lease shall be governed by the laws of Guam.

30. Counterparts. This lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This lease may be executed by all parties on separate dates, where the latest signing date would signify the commencement of this lease agreement.

ATTACHEMENT "A"

Unit / Division	No. of Staff	Space Required & Reception Area	Storage / Computer Room	Interview / Testing Room	Conference / Library / Research Rom	Total Square Footage Per Unit/Division
Director's Office	7	2,685			720	3,405
Chief of Admin	5	1,800	400			2,200
Technical Research & Appeals	4	420	120	120	400	1,060
Systems & Programming Support	7	450	725			1,175
Passport Office	7	795	200			995
Tax Enforcement Admin						
Criminal Investigation	7	920	120	120		1,160
Tax Examination	35	4,500	260	195		4,955
Tax Collection	45	6,500	400	320		7,220
Taxpayer Service Admin						
Income Tax Processing	14	2,000	800			2,800
Business Privilege Tax	9	1,150	350			1,500
Electronic Data Processing	11	1,300	200			1,500
Tax Accounting	9	1,000	150			1,150
Central File	7	900	6,550			7,450
Real Property Tax Admin	2	180				180
Property tax Appraisal	8	1,610	400		400	2,410
Property Tax Assessment	8	1,610				1,610
Regulator Admin	2	200				200
Insurance, Sec, Banking	8	1,000	500	100		1,600
General Licensing	8	1,000	300			1,300
Compliance (ABC)	8	1,000	400			1,400
Weights & Measures	6	515				515
Motor Vehicle Admin	2	180				180
Driver's License	12	1,875		400		2,275
Vehicle Registration	12	1,875	1,590			3,465
Motor Carrier Safety	7	550	450			1,000
Treasurer of Guam	7	750				750
Total	257	36,765	13,915	1,255	1,520	53,455

EXHIBIT D

GENERAL SERVICE AGENCY
 (Ahassian Sebtion Hizrat)
 Government of Guam
 P.O. Box FG, Agaña, Guam 96910
 Tel: 477-1710-13 Fax: 472-4217 / 475-1716/27

Accountability * Impartiality * Competence * Openness * Value

BID STATUS

REVISED

October 29, 2018

JOETEN DEVELOPMENT INC.

Attn: John C. Turleja

c/o 194 Herman Cortes Ave, Suite 216

Higatna, Guam 96910

Tel: (671) 477-8894 / Fax: (671) 472-8896

Email: john@turdaja.net

BID INVITATION NO.: GSA-916-18

SUBMISSION DATE: May 02, 2018

Office Space Lease for Department of Revenue and Taxation

The following is the result of the above-mentioned bid. Refer to the items checked below.

Canceled (in its entirety), or partially cancelled due to:

- Insufficient funds;
- Change of specifications; or
- Insufficient number of bidders.

Rejected due to:

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

REMARKS: Due to only "One Bid Received". Refer to 2GAR Div.4 §3182(1)(c)
 Will revert to 3112 (Sole Source) procurement method for negotiation.

Bid recommended for award:

REMARKS: Thank you for your participation with this bid. Please send your authorized representative to pickup your original bid status and cashier check/bid bond or Standby Letter of Credit.

Claudia S. Acfalle
 CLAUDIA S. ACFALLE
 Chief Procurement Officer

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

EXHIBIT E

LAW OFFICE OF JOHN C. TERLAJE
Attorney at Law
Suite 216, Terlaje Professional Building
194 Hernan Cortez Avenue
Hagatna, Guam 96910
Tel: 477-8894 Fax: 472-8896 email: john@terlaje.net

November 9, 2018

General Services Agency (GSA)
Attn: Claudia S. Acfalle
148 Route 1, Marine Corps Drive
Piti, Guam 96915

Hand Delivery and Fax: 472-4217

**Re: Bid Protest; Department of Revenue and Taxation Bid No. GSA-016-18;
Lease of Office Space for the Department of Revenue and Taxation**

Dear Ms. Acfalle:

My office represents Joeten Development, Inc., (hereafter referenced as Joeten) regarding the above matter. Joeten was the sole bidder to the aforementioned Bid No. GSA-016-18.

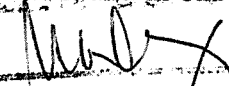
We are in receipt of your letter titled Bid Status Revised dated and received on October 29, 2018, "Bid Status" correspondence, pertaining to the Bid Invitation No. GSA-016-18, wherein you indicated that the bid Joeten submitted was "Rejected due to: Due to only "One Bid Received". "Refer to 2GAR Div.4 §3102(1)(c). Will revert to 3112 (Sole Source) procurement method for negotiation."

Joeten hereby submits this Bid Protest pursuant to the Guam Procurement Law 5 GCA §5425(a) and relevant Guam and Federal Laws, for the selection and designation of the Landlord and award of Bid.

Joeten intends on requesting that the Department of Administration, GSA, and the Department of Revenue and Taxation provide it with a copy of the Bid File. A request for information and records has also been tendered to the General Services Agency. Joeten reserves the right to amend this protest at such time as it receives the documentation which it has requested from the Government, or if it receives new or additional documentation.

The grounds for this Bid Protest include, but are not limited to the following:

1. Upon information and belief, the government agency has sufficient funds to award said bid, and there was no evidence that circumstances changed between the solicitation, the bid opening, or the agency's letter of October 29, 2018. (See attached) Rejection of the bid after opening was arbitrary, capricious, and in bad


11/9/18 2:50pm

faith. The bid in this matter was opened on May 2, 2018, at which time it was determined to be the only responsible bidder. In fact, Joeten's bid was analyzed prior to June 8, 2018 and was being considered for award as seen on their letter dated June 8, 2018. This letter was delivered on July 3, 2018. (See attached) This letter also stated "Barring any formal protest lodged, a purchase order will be issued 14 days from the date of this Notice." The rejection letter was dated almost five (5) months after the Notice of Intent to Possible Award. Similarly, a letter dated October 15, 2018, delivered on November 5, 2018, was delivered by GSA that stated "Please find attached a Purchase order issued by the General Services Agency which covers the periods of April to June as well as a **new agreement.**" (Emphasis added. See attached.) No attachments were included in that letter.

2. The bid was rejected only after the bid was opened and after the information disseminated to the public, causing harm to Joeten in any potential rebid.
3. Upon information and belief, GSA violated the legal procurement process by not complying with 5 GCA, Chapter 5 and/or relevant GAR's, by treating Joeten in a discriminatory fashion, and/or that GSA did not evaluate Joeten's bid tender in accordance with the terms of law.
4. That GSA failed to perform its evaluation process, designation of award of lease compliance with 5GCA, Chapter 5, "Guam Procurement Law", amongst others, as required pursuant to such statute. Joeten was the sole bidder and should have been determined the only responsive, qualified as well as the lowest bidder upon opening of the bid.
5. Joeten respectfully submits that it should be designated by the Department of Revenue and Taxation as well as GSA as the winner of this bid, based upon its full compliance with the law.

Joeten further requests its costs be reimbursed pursuant to 5 GCA §5425(h) (1). We request that the Department of Revenue and Taxation, GSA and the Department of Administration resolve this matter under its authority to resolve disputes by awarding this bid to Joeten (5 GCA §5425(b)). We request that GSA refrain from scheduling a new bid invitation until our bid protest has been officially addressed in writing.

If I can answer any questions concerning this letter please do not hesitate to call me at any time. Thank you for your attention in this matter.

Sincerely,


John C. Terlaje

Enclosures

Cc: Director Of Revenue and Taxation

Accountability * Impartiality * Competence * Openness * Value

BID STATUS

REVISED

October 29, 2018

JOETEN DEVELOPMENT INC.

Attn: John C. Terlaje
c/o 194 Hernan Cortes Ave, Suite 216
Hagatna, Guam 96910
Tel: (671) 477-8894 / Fax: (671) 472-8896
Email: john@terlaje.net

BID INVITATION NO.: GSA-016-18

SUBMISSION DATE: May 02, 2018

Office Space Lease for Department of Revenue and Taxation

The following is the result of the above-mentioned bid. Refer to the items checked below.

Cancelled (in its entirety), or partially cancelled due to:

- Insufficient funds;
- Change of specifications; or
- Insufficient number of bidders.

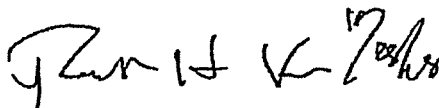
Rejected due to:

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

REMARKS: Due to only "One Bid Received". Refer to 2GAR Div.4 §3102(1)(c)
Will revert to 3112 (Sole Source) procurement method for negotiation.

Bid recommended for award:

REMARKS: Thank you for your participation with this bid. Please send your authorized representative to pickup your original bid status and cashier check/bid bond or Standby Letter of Credit.


CLAUDIA S. ACFALLE
Chief Procurement Officer

Please Print

ACKNOWLEDGEMENT COPY (Re-fax to GSA)

Received By: _____

Eddie Baza Calvo
Governor



Edward M. Birn
Director,

GENERAL SERVICES AGENCY
(Ahensian Setbision Hinirat)

Government of Guam
148 Rt. 1 Marine Corps Dr. Piti Guam 96915
Ph: 475-1707/ 1720 Fax: 475-1727/472-4217
Email: gsaprocurment@gsadoa.guam.gov

Ray Tenorio
Lt. Governor

Vincent P. Arriola
Deputy Director

June 8, 2018

Joeten Development Inc.
John C. Terlaje
c/o 194 Herman Cortes Ave
Suite 216
Hagatna, Guam 96910
Tel: (671) 477-8894
Fax: (671) 472-8896
john@terlaje.net

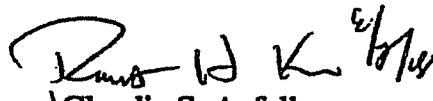
RE: Notice of Intent of Possible Award GSA-016-18
(Office Space Lease for Department of Revenue & Taxation)

Dear Mr. Terlaje

Buenas Yan Hafa Adai, As a result of our analysis on the above reference Invitation for Bid, your offer in the total amount of \$1,370,023.20 is being considered for award.

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

Thank You for participating with the Government of Guam procurement. If you have any questions Regarding this matter, please contact me at 475-1705 or fax to 475-1727 or via email: gsaprocurment@gsadoa.guam.gov


Claudia S. Acfalle
Chief Procurement Officer

Please Print	
ACKNOWLEDGEMENT COPY (Re-fax to GSA)	
Received By:	<i>Raha Gogue</i>
Date:	<i>7/3/18</i>
Company Name:	<i>John C. Terlaje</i>
Fax to: 475-1727 or 472-4217	
E-mail to: gsaprocurment@gsadoa.guam.gov	

Eddie Baza Calvo
Governor



GENERAL SERVICES AGENCY

(Ahensian Setbision Hinirat)
Department of Administration
Government of Guam

148 Route 1 Marine Drive, Piti, Guam 96915

Tel: (671) 475-1707 thru 1729 • Fax Nos: (671) 472-4217/475-1727/475-1716
Email: gsaprocurment@gsadoa.guam.gov

Ray Tenorio
Lt. Governor

Edward M. Birn
Director
Department of Administration

Vincent Arriola
Deputy Director
Department of Administration

October 15, 2018

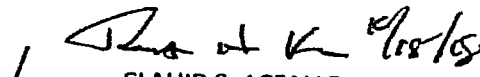
Memorandum

Mr. John Terlaje
Law Office of John Terlaje
Attorney at Law
Suite 216, Terlaje Professional Office Building
194 Hernan Cortez Avenue
Hagatna, Guam 96910

Ew: Past due Rental and New Lease Agreement for JoeTen Property

We are in receipt of your memorandum dated September 26, 2018 to the Director o Administration, and received by this office on October 15, 2018, in which you inquired about past rental pay and the status of the new rental for your client,, for the lease by the Department of Revenue and Taxation.

Please find attached a Purchase order issued by the General Services Agency which covers the period of April to June as well as a new agreement.


CLAUD S. ACFALLE
Chief Procurement Officer

COMMITTED TO EXCELLENCE

Rec'd
11/5/18
Julie Borja

EXHIBIT F

LAW OFFICE OF JOHN C. TERLAJE

Attorney at Law

Suite 216, Terlaje Professional Building

194 Hernan Cortez Avenue

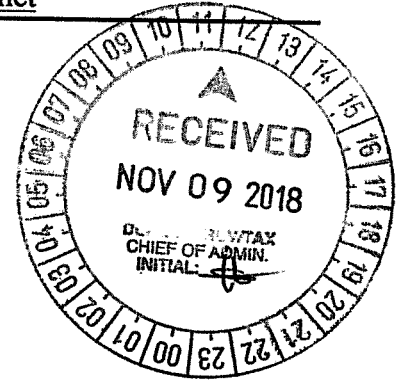
Hagatna, Guam 96910

Tel: 477-8894 Fax: 472-8896 email: john@terlaje.net

November 9, 2018

General Services Agency (GSA)
Attn: Claudia S. Acfalle
148 Route 1, Marine Corps Drive
Piti, Guam 96915

Hand Delivery and Fax: 472-4217



**Re: Bid Protest; Department of Revenue and Taxation Bid No. GSA-016-18;
Lease of Office Space for the Department of Revenue and Taxation**

Dear Ms. Acfalle:

My office represents Joeten Development, Inc., (hereafter referenced as Joeten) regarding the above matter. Joeten was the sole bidder to the aforementioned Bid No. GSA-016-18.

We are in receipt of your letter titled Bid Status Revised dated and received on October 29, 2018, "Bid Status" correspondence, pertaining to the Bid Invitation No. GSA-016-18, wherein you indicated that the bid Joeten submitted was "Rejected due to: Due to only "One Bid Received". "Refer to 2GAR Div.4 §3102(1)(c). Will revert to 3112 (Sole Source) procurement method for negotiation."

Joeten hereby submits this Bid Protest pursuant to the Guam Procurement Law 5 GCA §5425(a) and relevant Guam and Federal Laws, for the selection and designation of the Landlord and award of Bid.

Joeten intends on requesting that the Department of Administration, GSA, and the Department of Revenue and Taxation provide it with a copy of the Bid File. A request for information and records has also been tendered to the General Services Agency. Joeten reserves the right to amend this protest at such time as it receives the documentation which it has requested from the Government, or if it receives new or additional documentation.

The grounds for this Bid Protest include, but are not limited to the following:

1. Upon information and belief, the government agency has sufficient funds to award said bid, and there was no evidence that circumstances changed between the solicitation, the bid opening, or the agency's letter of October 29, 2018. (See attached) Rejection of the bid after opening was arbitrary, capricious, and in bad

faith. The bid in this matter was opened on May 2, 2018, at which time it was determined to be the only responsible bidder. In fact, Joeten's bid was analyzed prior to June 8, 2018 and was being considered for award as seen on their letter dated June 8, 2018. This letter was delivered on July 3, 2018. (See attached) This letter also stated "Barring any formal protest lodged, a purchase order will be issued 14 days from the date of this Notice." The rejection letter was dated almost five (5) months after the Notice of Intent to Possible Award. Similarly, a letter dated October 15, 2018, delivered on November 5, 2018, was delivered by GSA that stated "Please find attached a Purchase order issued by the General Services Agency which covers the periods of April to June as well as a **new agreement.**" (Emphasis added. See attached.) No attachments were included in that letter.

2. The bid was rejected only after the bid was opened and after the information disseminated to the public, causing harm to Joeten in any potential rebid.
3. Upon information and belief, GSA violated the legal procurement process by not complying with 5 GCA, Chapter 5 and/or relevant GAR's, by treating Joeten in a discriminatory fashion, and/or that GSA did not evaluate Joeten's bid tender in accordance with the terms of law.
4. That GSA failed to perform its evaluation process, designation of award of lease compliance with 5GCA, Chapter 5, "Guam Procurement Law", amongst others, as required pursuant to such statute. Joeten was the sole bidder and should have been determined the only responsive, qualified as well as the lowest bidder upon opening of the bid.
5. Joeten respectfully submits that it should be designated by the Department of Revenue and Taxation as well as GSA as the winner of this bid, based upon its full compliance with the law.

Joeten further requests its costs be reimbursed pursuant to 5 GCA §5425(h) (1). We request that the Department of Revenue and Taxation, GSA and the Department of Administration resolve this matter under its authority to resolve disputes by awarding this bid to Joeten (5 GCA §5425(b)). We request that GSA refrain from scheduling a new bid invitation until our bid protest has been officially addressed in writing.

If I can answer any questions concerning this letter please do not hesitate to call me at any time. Thank you for your attention in this matter.

Sincerely,


John C. Terlaje

Enclosures

Cc: Director Of Revenue and Taxation

Accountability * Impartiality * Competence * Openness * Value

BID STATUS

REVISED

October 29, 2018

JOETEN DEVELOPMENT INC.

Attn: John C. Terlaje
c/o 194 Heman Cortes Ave, Suite 216
Hagatna, Guam 96910
Tel: (671) 477-8894 / Fax: (671) 472-8896
Email: john@terlaje.net

BID INVITATION NO.: GSA-016-18

SUBMISSION DATE: May 02, 2018

Office Space Lease for Department of Revenue and Taxation

The following is the result of the above-mentioned bid. Refer to the items checked below.

Cancelled (in its entirety), or partially cancelled due to:

- Insufficient funds;
- Change of specifications; or
- Insufficient number of bidders.

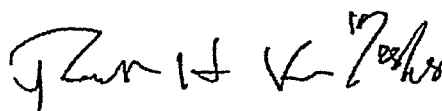
Rejected due to:

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

REMARKS: Due to only "One Bid Received". Refer to 2GAR Div.4 §3102(1)(c)
Will revert to 3112 (Sole Source) procurement method for negotiation.

Bid recommended for award:

REMARKS: Thank you for your participation with this bid. Please send your authorized representative to pickup your original bid status and cashier check/bid bond or Standby Letter of Credit.



CLAUDIA S. ACFALLE
Chief Procurement Officer

Please Print

ACKNOWLEDGEMENT COPY (Re-fax to GSA)

Received By: _____

Eddie Baza Calvo
Governor



GENERAL SERVICES AGENCY
(Ahensian Setbision Himirat)

Government of Guam
148 Rt. 1 Marine Corps Dr. Piti Guam 96915
Ph: 475-1707/ 1720 Fax:475-1727/472-4217
Email: gsaprocurement@gsadoa.guam.gov

Ray Tenorio
Lt. Governor

Edward M. Birn
Director,

Vincent P. Arriola
Deputy Director

June 8, 2018

Joeten Development Inc.
John C. Terlaje
c/o 194 Herman Cortes Ave
Suite 216
Hagatna, Guam 96910
Tel: (671) 477-8894
Fax: (671) 472-8896
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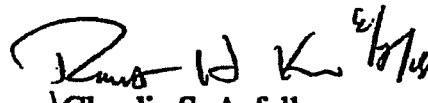
RE: Notice of Intent of Possible Award GSA-016-18
(Office Space Lease for Department of Revenue & Taxation)

Dear Mr. Terlaje

Buenas Yan Hafa Adai, As a result of our analysis on the above reference Invitation for Bid, your offer in the total amount of \$1,370,023.20 is being considered for award.

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

Thank You for participating with the Government of Guam procurement. If you have any questions Regarding this matter, please contact me at 475-1705 or fax to 475-1727 or via email: gsaprocurement@gsadoa.guam.gov


Claudia S. Acfalle
Chief Procurement Officer

Please Print
ACKNOWLEDGEMENT COPY (Re-fax to GSA)
Received By: <i>Raha Gogue</i>
Date: <i>7/13/18</i>
Company Name: <i>John C. Terlaje</i>
Fax to: 475-1727 or 472-4217
E-mail to: gsaprocurement@gsadoa.guam.gov

Eddie Baza Calvo
Governor



GENERAL SERVICES AGENCY

(Ahensian Setbision Hiniral)
Department of Administration
Government of Guam

148 Route 1 Marine Drive, Piti, Guam 96915

Tel: (671) 475-1707 thru 1729 • Fax Nos: (671) 472-4217/475-1727/475-1716
Email: gsaprocurment@gsadoa.guam.gov

Ray Tenorio
Lt. Governor

Edward M. Birn
Director
Department of Administration

Vincent Arriola
Deputy Director
Department of Administration

October 15, 2018

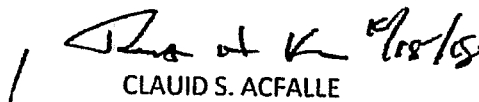
Memorandum

Mr. John Terlaje
Law Office of John Terlaje
Attorney at Law
Suite 216, Terlaje Professional Office Building
194 Hernan Cortez Avenue
Hagatna, Guam 96910

Ew: Past due Rental and New Lease Agreement for JoeTen Property

We are in receipt of your memorandum dated September 26, 2018 to the Director o Administration, and received by this office on October 15, 2018, in which you inquired about past rental pay and the status of the new rental for your client,, for the lease by the Department of Revenue and Taxation.

Please find attached a Purchase order issued by the General Services Agency which covers the period of April to June as well as a new agreement.


CLAUD S. ACFALLE
Chief Procurement Officer

COMMITTED TO EXCELLENCE

Rec'd
11/5/18
Jolie Burja

EXHIBIT G

Eddie Baza Calvo
Governor



Edward M. Birn
Director,

GENERAL SERVICES AGENCY
(Ahensian Setbision Hinirat)

Government of Guam
148 Rt. 1 Marine Corps Dr. Piti Guam 96915
Ph: 475-1707/1720 Fax: 475-1727/472-4217
Email: gsaprocurement@gsadoa.guam.gov

Ray Tenorio
Lt. Governor

Vincent P. Arriola
Deputy Director

June 8, 2018

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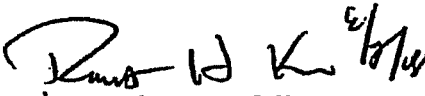
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Claudia S. Acfalle
Chief Procurement Officer

Please Print	
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Date:	<i>7/3/18</i>
Company Name:	<i>John C. Terlaje</i>
Fax to: 475-1727 or 472-4217	
E-mail to: gsaprocurement@gsadoa.guam.gov	

EXHIBIT H

Eddie Baza Calvo
Governor



GENERAL SERVICES AGENCY

(Ahensian Setbision Hinirat)
Department of Administration
Government of Guam

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Ray Tenorio
Lt. Governor

Edward M. Birn
Director
Department of Administration

Vincent Arriola
Deputy Director
Department of Administration

October 15, 2018

Memorandum

Mr. John Terlaje
Law Office of John Terlaje
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CLAUD S. ACFALLE
Chief Procurement Officer

COMMITTED TO EXCELLENCE

Received:
11/5/18
Jolie Barja