



OFFICE OF THE PUBLIC AUDITOR

Appendix A: Notice of Appeal Form
PROCUREMENT APPEAL

RECEIVED
OFFICE OF PUBLIC ACCOUNTABILITY
PROCUREMENT APPEALS

JUL 06 2011

TYPE: PROT BY: MM
FILE NO. OPA-PA: 11-012

PART I- To be completed by OPA

In the Appeal of)

NOTICE OF APPEAL

(Name of Company), APPELLANT)

Docket No. OPA-PA 11-012

PART II- Appellant Information

Name: Joeten Development, Inc.
Mailing Address: C/o Suite 216, 194 Hernan Cortez Ave.
Hagatna, Guam 96910
Business Address: Same as above
Daytime Contact No: (671)477-8894/5/6

PART III- Appeal Information

- A) Purchasing Agency: Department of Revenue & Taxation
B) Identification/Number of Procurement, Solicitation, or Contract: GSA-047-11
C) Decision being appealed was made on 6-22-2011 (date) by:
 Chief Procurement Officer Director of Public Works Head of Purchasing Agency

Note: You must serve the Agency checked here with a copy of this Appeal within 24 hours of filing.

D) Appeal is made from:

(Please select one and attach a copy of the Decision to this form)

- Decision on Protest of Method, Solicitation or Award
 Decision on Debarment or Suspension
 Decision on Contract or Breach of Contract Controversy
(Excluding claims of money owed to or by the government)
 Determination on Award not Stayed Pending Protest or Appeal
(Agency decision that award pending protest or appeal was necessary to protect the substantial interests of the government of Guam)

E) Names of Competing Bidders, Offerors, or Contractors known to Appellant:

None	
_____	_____
_____	_____
_____	_____
_____	_____

PART IV- Form and Filing

In addition to this form, the Rules of Procedure for Procurement Appeals require the submission together with this form of additional information, including BUT NOT LIMITED TO:

1. A concise, logically arranged, and direct statement of the grounds for appeal;
2. A statement specifying the ruling requested;
3. Supporting exhibits, evidence, or documents to substantiate any claims and the grounds for appeal unless not available within the filing time in which case the expected availability date shall be indicated.

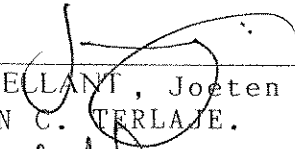
Note: Please refer to 2 GAR § 12104 for the full text of filing requirements.

PART V- Declaration Re Court Action

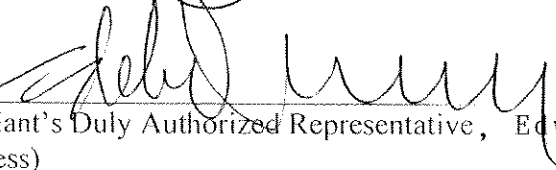
Pursuant to 5 GCA Chapter 5, unless the court requests, expects, or otherwise expresses interest in a decision by the Public Auditor, the Office of the Public Auditor will not take action on any appeal where action concerning the protest or appeal has commenced in any court.

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

Submitted this 5 day of July, 2011.

By:  _____, Attorney for
 APPELLANT, Joeten Development, Inc.
 JOHN C. TERLAJE.

or

By:  _____
 Appellant's Duly Authorized Representative, Edward S. Terlaje
 (Address)
 (Phone No.)

The decision being appealed is GSA's denial of Joeten Development, Inc's. protest.

Appeal is made from protest of method, solicitation or award.

Names of competing bidders, offerors, or contractors known to Appellant:

None other than Appellant.

STATEMENT OF GROUNDS FOR APPEAL

FACTUAL CONTEXT and CHRONOLOLGY:

IFB GSA-047-11 was issued on March 29, 2011. (Copy of document attached.)

Bid opening was set for April 14, 2011 at 10:00 a.m.

On April 14, 2011 the bids were opened and Joeten was the only bidder who submitted a bid. All documents that were attached were announced to the public as well as the amount of the bid.

ISSUES

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

GSA notified Joeten on May 13, 2011 that the IFB was cancelled in its entirety due to insufficient funds, to be re-bid at a later date. (Exhibit B) By this date any and all interested parties had the opportunity to review the bid submitted by Joeten.

Joeten protested the decision of GSA on May 25, 2011 to GSA, the Department of Revenue and Taxation and the Department of Administration. (Exhibit C) Legal Counsel for the Appellant then sent a letter to the three agencies on June 14, 2011, requesting a meeting to try and resolve the protest but all correspondences were never replied to. (Exhibit D)

On June 22, 2011 a facsimile was sent to my office stating that the protest had been DENIED. (Exhibit E)

The department is currently leasing space at a rate of approximately Ninety Nine Thousand Dollars a month (\$99,000.00) at the current space. The bid submitted is for the exact same space that the agency is currently leasing. The bid submitted was for Eighty One Thousand Five Hundred Forty Nine Dollars (\$81,549.00) a month. This is

approximately a difference of Seventeen Thousand Four Hundred Fifty One Dollars (\$17, 451.00) a month. This denial of the bid is even after the former lease amount had been raised every year during the lifetime of the lease.

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

LAW and ARGUMENT

26 GARR 16316 states:

(2) After Opening,

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

- (i) the supplies, services, or construction being procured are no longer required;
 - (ii) Ambiguous or otherwise inadequate specifications were part of the solicitation;
 - (iii) the solicitation did not provide for consideration of all factors or significance to the territory;
 - (iv) prices exceed available funds and it would not be appropriate to adjust quantities to come within available funds;
 - (v) all otherwise acceptable bids or proposal received are at clearly unreasonable prices;
- or
- (vi) there is reason to believe that the bids or proposals may not have been independently arrived at in open competition, may have been collusive, and may have been submitted in and faith.

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

No factors had been presented and the need for the space has not diminished in any way since the request for bid and up to the present time. As to the price exceeding the available funds, as stated earlier, the bid is significantly less than the lease price the agency is paying today. The proposed price is within the industry standard for the area and place. The budget for the agency actually reflects a significantly higher amount appropriated for the lease of office space than what was submitted. Lastly, there has been no assert that any collusion had occurred prior to or after the bidding process.

CONCLUSION:

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

RELIEF REQUESTED:

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

SUPPORTING EXHIBITS, EVIDENCE, OR DOCUMENTS

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

Copies of:

1. IFB GSA-047-11
2. Copy of submitted bid
3. Letter of Cancellation dated May 13, 2011
4. Letter of Protest dated May 25, 2011
5. Letter requesting meeting dated June 14, 2011
6. Letter of Denial of Protest dated June 22, 2011



Display Ad

Please review the ad proof for accuracy of all information contained.

Please indicate additions, deletions or changes on this proof. Your signature will affirm acceptance of ad layout and content.

FINAL APPROVALS MUST BE SUBMITTED

NO LATER THAN 3PM DAY BEFORE FIRST AD RUN DATE.

Approval may be sent via fax at 648-2007 or call 649-1924

FAXED

Advertiser: GSA (GSA-047-11)

Fax No: 475-1716

Advertisement Order No: 15765 Size: 2X4

Color: b/w Run Date(s): 3/29

1st Proof 3/28

2nd Proof _____

3rd Proof _____

4th Proof _____

LAST PROOF _____

Paul Claus/Boyer
Print Name / Title

Please Sign Below **ONLY** if APPROVED or OK to Run

[Signature] 3/20/11
Authorized Signature Date Signed



GSA General Services Agency

(Añenelon Saibielon Hinirat)
Department of Administration

Government of Guam
148 Route 1 Marina Drive, Piti, Guam 96915
Tel: 478-1707-15 Fax: 472-4211/478-1716/475-1727



Ray Tenorio
Lt. Governor

**THIS ADVERTISEMENT WAS PAID WITH GOVERNMENT FUNDS BY:
DEPARTMENT OF REVENUE & TAXATION**

A non-refundable fee of \$10.00 per bid package will be assessed.
Certified Check, Cashier's Cash will be accepted. No personal or company check.
Payment for bid package picked up after 3:00 pm will not be accepted.

BID INVITATION

Bid No.: GSA-047-11

FOR: Lease of Office Space

OPENING DATE: APRIL 14, 2011 TIME: 10:00 AM

Place: GENERAL SERVICES AGENCY, PITI GUAM

**INTERESTED PARTY MAY PICK UP
FORM/SPECIFICATIONS AT SAID PLACE**

/s/ CLAUDIA S. AGUILA
Chief Procurement Officer

INVITATION FOR BID

ISSUING OFFICE:

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



CLAUDIA S. ACFALLE
Chief Procurement Officer

DATE ISSUED: March 29, 2011

BID INVITATION NO: GSA-047-11

BID FOR: Lease of Office Space

SPECIFICATION: See attached

DESTINATION: Department of Revenue and Taxation

REQUIRED DELIVERY DATE: Period of three (3) years with an option to renew for an additional two (2) 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) 10:00am Date: 04/14/11 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 60 calendar days from the date opening to supply any or all the items which prices are quoted.

NAME AND ADDRESS OF BIDDER:
JOETEN DEVELOPMENT, INC.
c/o 196 Hernan Cortes Ave.
Suite 216, Hagatna
Guam 96910

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS BID:

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:



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-047-11

DESCRIPTION:

LEASE OF OFFICE SPACE


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 enveloped, 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.
- () BROCHURES/DESCRIPTIVE LITERATURE;
- (X) AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION
 - a. Date of signature of the person authorized to sign the bid and the notary date must be the same.
- (X) OTHER REQUIREMENTS:
Non-Collusion Affidavit, D.O.L. Wage Determination Affidavit, Restriction against Sexual Offenders Affidavit, No Kickbacks or Gratuities Affidavit and Ethical Standards Affidavit, and Affidavit re Contingent Fees

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 11 day of April, 2011, I, CLARENCE T. TENORIO
 authorized representative of JOETEN DEVELOPMENT, INC. acknowledge receipt of this special reminder to prospective bidders with the above referenced IFB.



 Bidder Representative's Signature

AFFIDAVIT RE ETHICAL STANDARDS

TERRITORY OF GUAM)
) ss.
HAGATNA, GUAM)

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

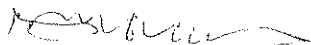
The affiant is an officer of the offeror [state one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal. To the best of affiant's knowledge, neither affiant nor any officers, representatives, agents, subcontractors or employees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



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 11th day of April, 2011.



NOTARY PUBLIC

My commission expires _____.

NOTARY PUBLIC
OF THE TERRITORY OF GUAM

Commonwealth of Northern Mariana Islands

My Commission Expires on the
21st day of September 2011.

AFFIDAVIT re NO GRATUITIES or KICKBACKS

TERRITORY OF GUAM)
) ss.
HAGATNA, GUAM)

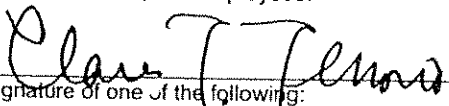
CLARENCE T. TENORIO [state name of affiant signing below], being first duly sworn, deposes and says that:

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

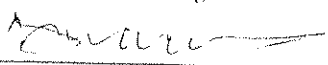
2. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have violated, are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107(e). Further, affiant promises, on behalf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

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

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


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

Subscribed and sworn to before me
this 11th day of April, 2011



NOTARY PUBLIC
My commission expires _____

Commonwealth of the Northern Mariana Islands
My Commission Expires on the
21st day of September 2012

Eddie Baza Calvo
Governor



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

Ray Tenorio
Lt. Governor

Benita Manglona
Director, Dept. of Admin. (Acting)

George A. Santos
Deputy Director

Special Provisions

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

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

Clare T. Tenorio
Signature of Bidder, Date

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

Subscribed and sworn before me this 11th day of April, 2011

[Signature]
Notary Public

COMMONWEALTH OF THE MARIANA ISLANDS
My Commission Expires on the
21st of September 2017

09010 - Electrostatic Spray Painter	14.38
09040 - Furniture Handler	8.85
09080 - Furniture Refinisher	14.38
09090 - Furniture Refinisher Helper	10.66
09110 - Furniture Repairer, Minor	12.91
09130 - Upholsterer	14.38
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.23
11060 - Elevator Operator	8.23
11090 - Gardener	10.99
11122 - Housekeeping Aide	8.33
11150 - Janitor	8.23
11210 - Laborer, Grounds Maintenance	9.14
11240 - Maid or Houseman	7.25
11260 - Pruner	8.23
11270 - Tractor Operator	10.33
11330 - Trail Maintenance Worker	9.14
11360 - Window Cleaner	9.14
12000 - Health Occupations	
12010 - Ambulance Driver	15.81
12011 - Breath Alcohol Technician	15.81
12012 - Certified Occupational Therapist Assistant	21.70
12015 - Certified Physical Therapist Assistant	21.70
12020 - Dental Assistant	13.20
12025 - Dental Hygienist	29.85
12030 - EKG Technician	23.96
12035 - Electroneurodiagnostic Technologist	23.96
12040 - Emergency Medical Technician	15.01
12071 - Licensed Practical Nurse I	14.14
12072 - Licensed Practical Nurse II	15.81
12073 - Licensed Practical Nurse III	17.63
12130 - Medical Assistant	11.54
12130 - Medical Laboratory Technician	14.14
12160 - Medical Record Clerk	11.82
12190 - Medical Record Technician	13.59
12195 - Medical Transcriptionist	14.14
12210 - Nuclear Medicine Technologist	34.75
12221 - Nursing Assistant I	10.03
12222 - Nursing Assistant II	11.30
12223 - Nursing Assistant III	12.31
12224 - Nursing Assistant IV	13.84
12225 - Optical Dispenser	15.81
12236 - Optical Technician	14.14
12250 - Pharmacy Technician	13.41
12280 - Phlebotomist	13.84
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)	19.59
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	15.06
13012 - Exhibits Specialist II	18.66
13013 - Exhibits Specialist III	22.83
13041 - Illustrator I	15.06
13042 - Illustrator II	18.66
13043 - Illustrator III	22.83
13047 - Librarian	20.66
13050 - Library Aide/Clerk	12.00
13054 - Library Information Technology Systems Administrator	18.66
13058 - Library Technician	15.06
13061 - Media Specialist I	13.46
13062 - Media Specialist II	15.06
13063 - Media Specialist III	16.80
13071 - Photographer I	12.82
13072 - Photographer II	14.32
13073 - Photographer III	17.75
13074 - Photographer IV	21.73
13075 - Photographer V	26.30
13110 - Video Teleconference Technician	12.91
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.65
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 1)	15.73
14072 - Computer Programmer II (see 1)	19.50
14073 - Computer Programmer III (see 1)	23.84
14074 - Computer Programmer IV (see 1)	

14101 - Computer Systems Analyst I	(see 1)	24.23
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator	(see 1)	
14160 - Personal Computer Support Technician		13.65
15000 - Instructional Occupations		19.50
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
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		8.08
16030 - Counter Attendant		8.08
16040 - Dry Cleaner		9.34
16070 - Finisher, Flatwork, Machine		8.08
16090 - Presser, Hand		8.08
16110 - Presser, Machine, Drycleaning		8.08
16130 - Presser, Machine, Shirts		8.08
16160 - Presser, Machine, Working Apparel, Laundry		8.08
16190 - Sewing Machine Operator		9.86
16220 - Tailor		10.33
16250 - Washer, Machine		8.46
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		14.49
19040 - Tool And Die Maker		18.20
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		12.49
21030 - Material Coordinator		18.34
21040 - Material Expediter		18.34
21050 - Material Handling Laborer		10.65
21071 - Order Filler		9.66
21080 - Production Line Worker (Food Processing)		12.49
21110 - Shipping Packer		13.33
21130 - Shipping/Receiving Clerk		13.33
21140 - Store Worker I		13.23
21150 - Stock Clerk		18.58
21210 - Tools And Parts Attendant		12.49
21410 - Warehouse Specialist		12.49
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		20.69
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
23080 - Aircraft Worker		17.38
23110 - Appliance Mechanic		14.49
23120 - Bicycle Repairer		9.74
23125 - Cable Splicer		15.43
23130 - Carpenter, Maintenance		13.00
23140 - Carpet Layer		13.55
23160 - Electrician, Maintenance		14.99
23181 - Electronics Technician Maintenance I		14.72
23182 - Electronics Technician Maintenance II		15.05
23183 - Electronics Technician Maintenance III		18.31
23260 - Fabric Worker		12.60
23290 - Fire Alarm System Mechanic		15.43
23310 - Fire Extinguisher Repairer		11.67
23311 - Fuel Distribution System Mechanic		15.43
23312 - Fuel Distribution System Operator		13.01
23370 - General Maintenance Worker		11.85
23380 - Ground Support Equipment Mechanic		19.70
23381 - Ground Support Equipment Servicer		16.09
23382 - Ground Support Equipment Worker		17.38
23391 - Gunsmith I		11.67
23392 - Gunsmith II		13.55
23393 - Gunsmith III		15.43
23410 - Heating, Ventilation And Air-Conditioning Mechanic		15.76
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)		16.55
23430 - Heavy Equipment Mechanic		15.15
23440 - Heavy Equipment Operator		13.73
23460 - Instrument Mechanic		15.43
23465 - Laboratory/Shelter Mechanic		14.49
23470 - Laborer		10.65

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 conformance may be necessary for certain nonexcept employees. For example, if an individual employee is nonexcept 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 regrading 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 9.67 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.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006,

unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/easa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (C) (vi)) 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 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 Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) (2) of Regulations 29 CFR Part 4).
- 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 decision to the contractor.
- 6) The contractor informs the affected employees.

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" (the Directory) should be used to compare job definitions to insure 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.

AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION

TERRITORY OF GUAM)
) SS:
 HAGATNA, GUAM)

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

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

[X] The offeror is a corporation, partnership, joint venture, or association known as 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]

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

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

<u>Name</u>	<u>Address</u>	<u>Compensation</u>
<u>NONE</u>		

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

Clare J. Tensio
 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 14 day of April, 2011.

[Signature]
 NOTARY PUBLIC
 My commission expires September 12, 2012

NOTARY PUBLIC
 My commission expires September 12, 2012

AFFIDAVIT re CONTINGENT FEES

TERRITORY OF GUAM)
) SS:
HAGATNA, GUAM)

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.

Handwritten signature of 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 11th day of April, 2011

Handwritten signature of Notary Public
NOTARY PUBLIC
My commission expires

Commission expires on 21st day of September 2012



DEPARTMENT OF REVENUE AND TAXATION

GOVERNMENT OF GUAM

P.O. BOX 20400

Hagåtña, Guam 96910

www.drt.guam.gov

PHONE: (671) 473-1111

EXPIRES: 06/05/2010

BUSINESS LICENSE

ISSUED TO: [REDACTED]

ACCOUNT NO: [REDACTED]

ISSUE DATE: [REDACTED]

EXPIRES: [REDACTED]

STATUS: [REDACTED]

AMOUNT: [REDACTED]

TOTAL FEE: [REDACTED]

PAID

JUN 05 2010

TREASURER OF GUAM
H.A.

NAME: [REDACTED]

ADDRESS: [REDACTED]

CITY: [REDACTED]

STATE: [REDACTED]

ZIP: [REDACTED]

PHONE: [REDACTED]

FAX: [REDACTED]

EMAIL: [REDACTED]

DATE OF BIRTH: [REDACTED]

SEX: [REDACTED]

RACE: [REDACTED]

HAIR: [REDACTED]

EYES: [REDACTED]

HEIGHT: [REDACTED]

WEIGHT: [REDACTED]

HAIR COLOR: [REDACTED]

EYE COLOR: [REDACTED]

SKIN COLOR: [REDACTED]

HAIR STYLE: [REDACTED]

HAIR COLOR: [REDACTED]

EYE COLOR: [REDACTED]

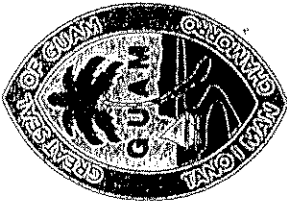
SKIN COLOR: [REDACTED]

HAIR STYLE: [REDACTED]

KEEP POSTED IN A CONSPICUOUS PLACE
LICENSE MUST BE PRODUCED UPON
DEMAND TO ANY AUTHORIZED GOV'T
OFFICIAL

Artemio B. Ullagan

TREASURER OF REVENUE AND TAXATION



DEPARTMENT OF REVENUE AND TAXATION
GOVERNMENT OF GUAM

FILE F-1732

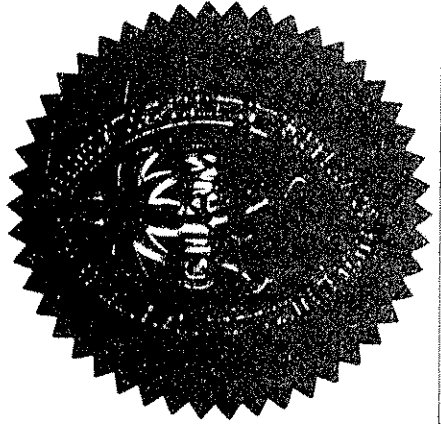
Certificate of Authority

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

Director of Revenue and Taxation



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 Comptroller 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 3008 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:** Unless otherwise allowed under this Solicitation, "all or none" bids may be deemed to be non-responsive. If the bid is so limited, the Government may reject part of such proposal and award on the remainder.
- 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. Reference: Section 3-101.06 of the Guam Procurement Regulations.
8. **INDEPENDENT PRICE DETERMINATION:** The bidder, upon signing the Invitation for Bid, certifies that the prices in his bid were derived at without collusion, and acknowledge that collusion and anti-competitive practices are prohibited by law. Violations will be subject to the provision of Section 3651 of that of the Guam Procurement Act. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Section 3651 of the Government code.
9. **BIDDER'S PRICE:** The Government will consider not more than two (2) (Basic and Alternate) item prices and the bidder shall explain fully each price if supplies, materials, equipment, and/or specified services offered comply with specifications and the products origin. Where basic or alternate bid meets the minimum required specification, cost and other factors will be considered. Failure to explain this requirement will result in rejection of the bid.
10. **BID ENVELOPE:** Envelope shall be sealed and marked with the bidder's name, Bid number, time, date and place of Bid Opening.
11. **BID GUARANTEE REQUIREMENT:** Bidder is required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier's Check in the same bid envelope to be held by the Government pending award. The Bid Guarantee Bond, Letter of Credit, Certified Check or Cashier's Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Treasurer of Guam in the amount of fifteen percent (15%) of his highest total bid offer. The Bid Bond must be submitted on Government Standard Form BB-1 (copy enclosed). Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (contractor) withdraws from the bid or fails to enter into contract within the prescribed time, such Bid guarantee will be forfeited to the Government of Guam. Bids will be disqualified if not accompanied by Bid Bond, Letter of Credit, Certified Check or Cashier's check. Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a Certificate of Authority from the Government of Guam to show proof that the surety company named on the bond instrument is authorized by the Government of Guam and qualified to do business on Guam. For detailed information on bonding matters, contact the Department of Revenue and Taxation. Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is cause for rejection of bid. (GPR Section 3-202.03.3) Pursuant to Public Law 27-127, 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.
12. **PERFORMANCE GUARANTEE:** Bidders who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with the Government of Guam. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in Section 40 of these General Terms and Conditions.
13. **SURETY BONDS:** Bid and Performance 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 (GPR Section 3-401).
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.
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(e) (2) or to reject all such bids.
18. **BRAND NAMES:** Any reference in the Solicitation to manufacturer's Brand Names and number is due to lack of a satisfactory specification of commodity description. Such preference is intended to be descriptive, but not restrictive and for the sole purpose of indicating prospective bidders a description of the article or services that will be satisfactory. Bids on comparable items will be considered provided the bidder clearly states in his bid the exact articles he is offering and how it differs from the original specification.
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.
22. **AWARD, CANCELLATION, & REJECTION:** Award shall be made to the lowest responsible and responsive bidder, whose bid is determined to be the most advantageous to the Government, taking into consideration the evaluation factors set forth in this solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the Government may require to waive any minor irregularity in bid received. The Chief Procurement Officer shall have the authority to award, cancel, or reject bids, in whole or in part for any one or more items if he determines it is in the public interest. Award issued to the lowest responsible bidder within the specified time for acceptance as indicated in the solicitation, results in a bidding contract without further action by either party. In case of a error in the extension of prices, unit price will govern. It is the policy of the Government to award contracts to qualified local bidders. The Government reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type items and the vendor agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after original award. No award shall be made under this solicitation which shall require advance payment or irrevocable letter of credit from the government (2 GAR, Div.4 §1103).
23. **MARKING:** Each outside container shall be marked with the Purchase Order number, item number, brief item description and quantity. Letter marking shall not be less than 3/4" in height.
24. **SCHEDULE FOR DELIVERY:** Successful bidder shall notify the General Services Agency, Telephone Nos. 475-1707 or 475-713, at least twenty-four (24) hours before delivery of any item under this solicitation.
25. **BILL OF SALE:** Successful supplier shall render Bills of Sale for each item delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
26. **MANUFACTURER'S CERTIFICATE:** Successful bidder is required, upon delivery of any item under this contract, to furnish a certificate from the manufacturer indication that the goods meet the specifications. Failure to comply with this request will result in rejection of delivery payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
27. **INSPECTION:** All supplies, materials, equipment, or services delivered under this contract shall be subject to the inspection and/or test conducted by the Government at destination. If in any case the supplies, materials, equipment, or services are found to be defective in material, workmanship, performance, or otherwise do not conform with the specifications, the Government shall have the right to reject the items or require that they be corrected. The number of days required for correction will be determined by the Government.

-] 28. **MOTOR VEHICLE SAFETY REQUIREMENTS:** The Government will only consider Bids on motor vehicles which comply with the requirements of the National Traffic and Motor Vehicle safety Act of 1966 (Public Law 89-563) and Clean Air Act as amended (Public Law 88-206), that are applicable to Guam. Bidders shall state if the equipment offered comply with these aforementioned Federal Laws.
-] 29. **SAFETY INSPECTION:** All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.
-] 30. **GUARANTEE:**
- a) **Guarantee of Vehicle Type of Equipment:**
The successful bidder shall guarantee vehicular type of equipment offered against defective parts, workmanship, and performance, for a period of not less than one (1) year after date of receipt of equipment. Bidder shall also provide service to the equipment for at least one (1) year. Service to be provided shall include, but will not be limited to tune ups (change of spark plugs, contact points and condensers) and lubrication (change of engine and transmission oil). All parts and labor shall be at the expense of the bidder. All parts found defective and not caused by misuse, negligence or accident within the guarantee period shall be repaired, replaced, or adjusted within six (6) working days after notice from the Government and without cost to the Government. Vehicular type of equipment as used in this context shall include equipment used for transportation as differentiated from tractors, backhoes, etc.
- b) **Guarantee of Other Type of Equipment:**
The successful bidder shall guarantee all other types of equipment offered, except those mentioned in 30a, above, against defective parts, workmanship, and performance for a period of not less than three (3) months after date of receipt of equipment. Bidder shall also provide service to the equipment for at least three (3) months. All parts found defective within that period shall be repaired or replaced by the Contractor without cost to the Government. Repairs, adjustments or replacements of defective parts shall be completed by the contractor within six (6) working days after notice from the Government.
- (c) **Compliance with this Section is a condition of this Bid.**
-] 31. **REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT:** The bidder or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a Government employee to breach any of the ethical standards and represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth on Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.
-] 32. **REPRESENTATION REGARDING CONTINGENT FEES:** The contractor represents that it has not retained a person to solicit or secure a Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business (GPR Section 11-207).
-] 33. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractors shall not discriminate against any employee or applicant of employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.
-] 34. **COMPLIANCE WITH LAWS:** Bidders awarded a contract under this Solicitation shall comply with the applicable standard, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.
-] 35. **CHANGE ORDER:** Any order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-03.1 of the Guam Procurement Regulations.
-] 36. **STOP WORK ORDER:** Any stop work order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-04.1 of the Guam Procurement Regulations.
-] 37. **TERMINATION FOR CONVENIENCE:** Any termination order for the convenience of the Government issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101.10 of the Government Procurement Regulations.
-] 38. **TIME FOR COMPLETION:** It is hereby understood and mutually agreed by and between the contractor and the Government that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by vendor), then the contractor is in default. Defaults will be treated subject to and in accordance with the provisions of Section 6-101-08 of the Guam Procurement Regulations.
-] 39. **JUSTIFICATION OF DELAY:** Bidders who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the bidder is not able to meet the specified delivery date, he is required to notify the Chief Procurement Officer of such delay. Notification shall be in writing and shall be received by the Chief Procurement Officer at least twenty-four (24) hours before the specified delivery date. Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The Government reserves the right to reject delay justification if, in the opinion of the Chief Procurement Officer, such justification is not adequate.

- [X] 40. **LIQUIDATED DAMAGES:** When the contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonable obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or nonperformance is excused under Paragraph 40 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay. 2 GAR, Div. 4 §6101(9) (a).
- [X] 41. **PHYSICAL LIABILITY:** If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Government of Guam in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the Government of Guam from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reasons of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Government of Guam against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Government of Guam when required.
- [X] 42. **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: Annie T. Sablan Title: President
 Address: P. O. Box 500137 Telephone: (670) 237-2101
Saipan, MP 96950

OR

Name: Edward S. Terlaje Title: Resident Agent
 Address: P.O. Box 1719 Telephone: (671) 477-8894
Hagatna, Guam 96932

GOVERNMENT OF GUAM


SEALED BID SOLICITATION INSTRUCTIONS

1. **BID FORMS:** Each bidder shall be provided with two (2) sets 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 uninformed 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 catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary (Guam Procurement Regulations 2 GAR, Div.4 §3109(k)).

12. **CONFIDENTIAL DATA:** The Procurement Officer shall examine the bids to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data


LEASE OF OFFICE SPACE
 GOVERNMENT OF GUAM
 Department of Revenue and Taxation

<u>DESCRIPTION</u>	<u>QTY/UOM</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
<p>1.1 Option 1: The Dept. of Revenue and Taxation is interested in leasing one building approximately 53,300 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.</p>	<p>12 months</p>	<p>\$81,549.00 (monthly)</p>	<p>\$978,588.00 (yearly)</p>

1.2 Option 2: The Dept. of Revenue and Taxation is interested in leasing two separate buildings approximately 53,300 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.

12 months

SPECIFICATIONS:

BIDDING ON/COMPLY:

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 53,300 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. 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 (SITE NOT IN A FLOOD-PRONE AREA)

LEASE OF OFFICE SPACE
GOVERNMENT OF GUAM
Department of Revenue and Taxation

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 disable 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 lighting, 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, cleaning 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

LEASE TERM:

Lease is for a period of three (3) years with option to renew on a yearly basis for an additional two (2) years or upon availability of funds. Term may be renewed yearly with no change in monthly rate throughout the duration of the lease term.

AGREE

LEASE OF OFFICE SPACE
GOVERNMENT OF GUAM
Department of Revenue and Taxation

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 it's own lock on doors for security reasons.

AGREE

RENTAL COST TO THE GOVERNMENT SHALL INCLUDE THE FOLLOWING:

a) Utilities: All costs associated with power and water supply.

AGREE

b) 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

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

AGREE

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

AGREE

e) 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

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

AGREE

g) Security: Includes costs to provide a roving night security guard.

AGREE

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

AGREE

SPECIAL PROVISION: Option to purchase at the end of lease term is accepted, upon the approval of the landlord and the Governor of Guam.

Attachment A

Unit/Division	No. of Staff	Space Required & Reception Area	Storage/ Computer Room	Interview/ Testing Room	Conference/ Library/Research Room	Total Square Footage Per Unit/Division
Director's Office	7	2,680				3,400
Chief of Admin	5	1,800	400		720	2,200
Technical Research & Appeals	4	400	100	100	400	1,000
Systems & Programming Support	7	450	700			1,150
Passport Office	7	800	200			1,000
Tax Enforcement Admin						
Criminal Investigation	7	950	150	150		1,250
Tax Examination	35	4,500	250	200		4,950
Tax Collection	45	6,500	400	350		7,250
Taxpayer Service Admin						
Income Tax Processing	14	2,000	800			2,800
Business Privilege Tax	9	1,200	350			1,550
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						
Property Tax Appraisal	8	1,600	400		400	2,400
Property Tax Assessment	8	1,600				1,600
Regulatory Admin						
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	500				500
Motor Vehicle Admin						
Driver's License	12	1,900		400		2,300
Vehicle Registration	12	1,800	1,500			3,300
Motor Carrier Safety	7	550	450			1,000
Treasurer of Guam	7	750				750
Total	257	36,680	13,800	1,300	1,520	53,300

"REVISED DRAFT CONTRACT"

**LEASE FOR
COMMERCIAL SPACE**

Contract Terms applicable to IFB

THIS LEASE AGREEMENT ("Lease") is made and entered into this agreement, by JOETEN DEVELOPMENT, INC., a Guam corporation ("Landlord"), and the Guam Department of Revenue and Taxation ("Tenant").

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 this lease, the Land and the Building (collectively, the "Premises").

2. Term: The term of this lease ("Term") shall be for a twelve (12) month period commencing on the date of execution of this lease ("Lease Commencement Date"), and expiring one calendar year thereafter, 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 \$21,549.00 (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 Eighty five cents (US \$.85) 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, Tenant may extend the term of this lease, on an annual basis, for additional twelve (12) month terms (each, an "Extension Term"), for one year up to a maximum of 5 renewal periods. 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, 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 licenses, 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, exists, 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 generations, 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 6:00 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.

13. Surrender of Premises: Upon the expiration or termination of this lease, Tenant shall peacefully 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) Tenant shall be solely responsible for providing its own locking devices and security systems to protect the Premises and Tenant's property. Tenant shall also be solely responsible for providing security systems to protect and assure the personal security of Tenant's personnel, Tenant's employees, Tenant's invitees, and Tenant's contractors within the Premises.

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. Tenant 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:

attn: Clarence Tenorio
Joe Ten Development Inc
LANDLORD: 40196 Hernan Cortes Ave
Suite 216
TENTANT: Itatana Guam 96910
Guam Department of Revenue and Taxation
1240 Route 16, Barrigada Heights
Guam 96913, USA
Attn: Director, Department of Rev/Tax

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.

IN WITNESS WHEREOF, the parties have executed this lease Agreement on the day of the latest signature dated below.

Vendor Name

Department of Revenue and Taxation
Government of Guam

By: _____

By: _____

Date Signed:

Director

Date Signed:

By: _____

Edmund Villanueva

Certifying Officer

Date Signed:

By: _____

Claudia S. Acfalle

Chief Procurement Officer

Date Signed:

Approved:

By: _____

, Director

Budget, Management & Research

Date Signed:

Approved as to Legality and Form:

By: _____

Attorney General - Guam

Date Signed:

Approved:

By: _____

Governor of Guam

Date Signed:

**LEASE FOR
COMMERCIAL SPACE**

Contract Terms applicable to IFB

THIS LEASE AGREEMENT ("Lease") is made and entered into this agreement, by Joe Ten Development, Inc., a Guam corporation ("Landlord"), and the Guam Department of Revenue and Taxation ("Tenant").

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 this lease, the Land and the Building (collectively, the "Premises").

2. Term: The term of this lease ("Term") shall be for a twelve (12) month period commencing on the date of execution of this lease ("Lease Commencement Date"), and expiring one calendar year thereafter, 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 \$81,549.00, 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 Eighty five cents (US \$.85) 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, Tenant may extend the term of this lease, on an annual basis, for additional twelve (12) month terms (each, an "Extension Term"), for one year up to a maximum of 5 renewal periods. 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, 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, exists, 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 6:00 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.

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) Tenant shall be solely responsible for providing its own locking devices and security systems to protect the Premises and Tenant's property. Tenant shall also be solely responsible for providing security systems to protect and assure the personal security of Tenant's personnel, Tenant's employees, Tenant's invitees, and Tenant's contractors within the Premises.

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. Tenant 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: Clarence Tenorio
JoeTen Development Inc
c/o 196 Hernan Cortes Ave Suite 216
Hagatna, Guam 96910

TENANT: Guam Department of Revenue and Taxation
1240 Route 16, Barrigada Heights
Guam 96913, USA
Attn: John P. Camacho

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.

IN WITNESS WHEREOF, the parties have executed this lease Agreement on the day of the latest signature dated below.

Vendor Name

Department of Revenue and Taxation
Government of Guam

By: _____

Clarence T. Tenorio
Secretary/Treasurer
JoeTen Development, Inc.
Date Signed:

By: _____

John P. Camacho
Director

Date Signed:

Acct. NO.: _____

Document NO.: _____

Amount: _____

By: _____

Edmund Villanueva
Certifying Officer

Date Signed:

By: _____

Claudia S. Acfalle
Chief Procurement Officer

Date Signed:

Approved:

By: _____

Benita A. Manglona, Director
Budget, Management & Research
Date Signed:

Approved as to Legality and Form:

By: _____

Leonardo M. Rapadas
Attorney General – Guam
Date Signed:

Approved:

By: _____

Eddie Baza Calvo
Governor of Guam
Date Signed:



GENERAL SERVICE AGENCY

(Ahensian Setbision Hinirat)

Government of Guam

148 Route 1 Marine Drive Piti, Guam 96925

Tel: 477-1707 thru 1729 Fax: 472-4217 / 475-1716/27



Accountability * Impartiality * Competence * Openness * Value

BID STATUS

Date: May 4, 2011

Joten Development, Inc.
c/o 196 Hernan Cortes Ave.
Suite 216, Hagatna, Guam 96910
Tel. 477-8894 Fax: 472-8896

Re: BID INVITATION NO.: GSA-047-11

OPENED: April 14, 2011
10:00 a.m.

DESCRIPTION: Lease of Office Space

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

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

- (X) Insufficient funds, to be re-bid at a later date.
() Change of specifications; or
() Insufficient number of bidders.
() Others:

[] Rejected due to:

- () Late submission of bid;
() No bid security or insufficient bid security amount submitted; as required by section 11 of the General Terms and Conditions;
() Not meeting the delivery requirement as stated in the IFB;
() Non-conformance with the specifications;
() Inability to provide future maintenance and services to the equipment;
() High price for Item No.
() Others:

[] Bid is recommended for award to:

THANK YOU FOR PARTICIPATING IN THIS BID.

RECEIVED BY:
DATE:

Claudia S. Acfalle 5/11/2011
CLAUDIA S. ACFALLE
Chief Procurement Officer

**PROTEST
GSA-047-11**

**PROTESTOR
Joeten Development, Inc.
(Incorporated in Guam as a Foreign Corporation)**

**c/o The Law Office of John C. Terlaje, P.C.,
Suite 216, Terlaje Professional Building
194 Hernan Cortez
Hagatna, Guam 96910**



The Law Office of John C. Terlaje, P.C.
Suite 216, Terlaje Professional Building – 194 Hernan Cortez Avenue
Hagatna, Guam 96910
Telephone: 477-8894 Facsimile: 472-8896

John C. Terlaje
Attorney at Law
Ste. 216, Former Union Bank Bldg.
194 Hernan Cortes Avenue
Hagatna, Guam 96910
Telephone (671) 477-8894 Facsimile (671) 472-8896

May 25, 2011

Department of Revenue and Taxation
Attn: Mr. John Camacho, Director
P.O. Box 23607
Barrigada, Guam 96921

Hand Delivery and Fax: 633-2643

**Re: Bid Protest; Department of Revenue and Taxation Bid No. GSA-047-11;
Lease of Office Space for the Department of Revenue and Taxation**

Dear Mr. Camacho:

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-047-11.

We are in receipt of Claudia's Acfalle's letter dated May 4, 2011, but signed on May 11, 2011, "Bid Status" correspondence, pertaining to the Bid Invitation No. GSA-047-11, wherein she indicates that the bid Joeten submitted was "cancelled in its entirety due to insufficient funds, to be rebid at a later date".

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".

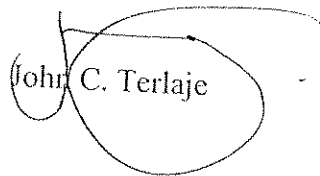
Joeten intends on requesting that the Department of Administration, GSA, and the Department of Revenue and Taxation provide it with copy of the Bid File. A request for information and records has also been tendered to the General Services Agency. Joeten reserves the right to amend this protest at such 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 May 11, 2011. Cancellation of the bid after opening was arbitrary and capricious, and in bad faith. In fact, Joeten's bid is significantly below the current lease account and within the market rate for office space in the area.
2. The bid was cancelled 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 5 GCA, 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 bidder and 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

**PROTEST
GSA-047-11**

RECEIVED

EL

2011 MAY 25 PM 4:39

PROTESTOR
Joeten Development, Inc.
(Incorporated in Guam as a Foreign Corporation)

**c/o The Law Office of John C. Terlaje, P.C.,
Suite 216, Terlaje Professional Building
194 Hernan Cortez
Hagatna, Guam 96910**

The Law Office of John C. Terlaje, P.C.
Suite 216, Terlaje Professional Building – 194 Hernan Cortez Avenue
Hagatna, Guam 96910
Telephone: 477-8894 Facsimile: 472-8896

John C. Terlaje
Attorney at Law
Ste. 216, Former Union Bank Bldg.
194 Hernan Cortes Avenue
Hagatna, Guam 96910
Telephone (671) 477-8894 Facsimile (671) 472-8896

May 25, 2011

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-047-11;
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-047-11.

We are in receipt of your letter dated May 4, 2011, but signed on May 11, 2011, "Bid Status" correspondence, pertaining to the Bid Invitation No. GSA-047-11, wherein she indicates that the bid Joeten submitted was "cancelled in its entirety due to insufficient funds, to be rebid at a later date".

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".

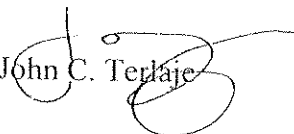
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The grounds for this Bid Protest include, but are not limited to the following:

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 May 11, 2011. Cancellation of the bid after opening was arbitrary and capricious, and in bad faith. In fact, Joeten's bid is significantly below the current lease account and within the market rate for office space in the area.
2. The bid was cancelled 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 5 GCA, 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 bidder and the lowest bidder upon opening of the bid.
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Sincerely,


John C. Terlaje

GOVERNMENT OF GUAM
2011 JUN 25 09:48:36
DIRECTOR'S OFFICE

**PROTEST
GSA-047-11**

**PROTESTOR
Joeten Development, Inc.
(Incorporated in Guam as a Foreign Corporation)**

**c/o The Law Office of John C. Terlaje, P.C.,
Suite 216, Terlaje Professional Building
194 Hernan Cortez
Hagatna, Guam 96910**

The Law Office of John C. Terlaje, P.C.
Suite 216, Terlaje Professional Building – 194 Hernan Cortez Avenue
Hagatna, Guam 96910
Telephone: 477-8894 Facsimile: 472-8896

John C. Terlaje
Attorney at Law
Ste. 216, Former Union Bank Bldg.
194 Hernan Cortes Avenue
Hagatna, Guam 96910
Telephone (671) 477-8894 Facsimile (671) 472-8896

May 25, 2011

Department of Administration
Attn: Ms. Benita Manglona
Manuel F L Guerrero Bldg.
212 Aspinall Avenue
Hagatna, Guam 96910

Hand Delivery and Fax: 477-6788

**Re: Bid Protest; Department of Revenue and Taxation Bid No.
GSA-047-11; Lease of Office Space for the Department of Revenue and
Taxation**

Dear Ms. Manglona:

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-047-11.

We are in receipt of Claudia's Acfalle's letter dated May 4, 2011, but signed on May 11, 2011, "Bid Status" correspondence, pertaining to the Bid Invitation No. GSA-047-11, wherein she indicates that the bid Joeten submitted was "cancelled in its entirety due to insufficient funds, to be rebid at a later date".

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".

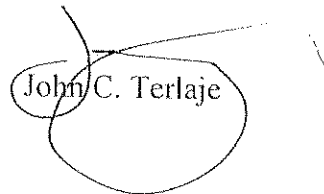
Joeten intends on requesting that the Department of Administration, GSA, and the Department of Revenue and Taxation provide it with copy of the Bid File. A request for information and records has also been tendered to the General Services Agency. Joeten reserves the right to amend this protest at such 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 May 11, 2011. Cancellation of the bid after opening was arbitrary and capricious, and in bad faith. In fact, Joeten's bid is significantly below the current lease account and within the market rate for office space in the area.
2. The bid was cancelled 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 5 GCA, 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 bidder and 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

Fax Confirmation Report

Date & Time : JUL-05-2011 03:22PM TUE
 Fax Number : 6714728896
 Fax Name : Terlaje Law Office
 Model Name : WorkCentre 4260

No.	Remote Station	StartTime	Duration	Page	Mode	Job Type	Result
001	6482007	07-05 03:20PM	00' 37	001/001	EC	HS	Success

Abbreviations:

HS: Host Send PL: Polled Local EC: Error Correct TS: Terminated by System
 HR: Host Receive PR: Polled Remote MP: Mailbox Print RP: Report
 WS: Waiting Send MS: Mailbox Save TU: Terminated by User G3: Group3

971-648-2007

03:24:26 p.m. 07-05-2011 1/1



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Diana 7/5/11
Authorized Signature Date Signed

LAW OFFICE OF JOHN C. TERLAJE
 2nd Floor, Suite 714
 194 Roosevelt Avenue
 Hagåtña, Guam 96910
 Telephone: (671) 472-8896
 Telefax: (671) 472-8896

IN THE SUPERIOR COURT OF GUAM
 IN THE MATTER OF THE ESTATES OF
 JULIA LEON GUERRERO PATACSH,
 and PEDRO E. PATACSH,
 Deceased
 PROBATE CASE NO. P00097-10

NOTICE OF HEARING
 PETITION FOR AN ORDER DETERMINING
 THAT SALE OF PERSONAL PROPERTY IS
 TO THE ADVANTAGE OF THE ESTATE

THIS NOTICE IS REQUIRED BY LAW. YOU ARE
 NOT REQUIRED TO APPEAR IN COURT UNLESS
 YOU DESIRE.

NOTICE is hereby given that LOURDES
 M. CASTRO, administrator of the above
 estate, has filed herein her Petition for
 an Order Determining that the Sale of
 Personal Property is to the advantage
 of the estate of Julia Leon Guerrero
 Patacsh and Pedro E. Patacsh, deceased,
 reference to which petition is hereby
 made for further particulars. A hearing
 on the Petition is set for July 15, 2011,
 at the hour of 1:00 p.m. of said day,
 before the Hon. Arthur R. Borjas, in
 the Superior Court of Guam, Hagåtña,
 Guam.

Dated: June 28, 2011.

/s/ Yvonne L. Cruz
 Clerk,
 SUPERIOR COURT OF GUAM

LAW OFFICES OF
JOHN C. TERLAJE

2ND FLR, SUITE 216 • 194 HERNAN CORTES AVE., HAGÁTÑA GUAM 96910
TELEPHONE: (671) 477-8894 / 477-8895 • FAX: (671) 472-8896

June 14, 2011

John Camacho, Director
Department of Revenue & Taxation
P.O. Box 23607
Barrigada, Guam 96921

Dear Mr. Camacho,

I am the representative for Joeten Development Inc. here on Guam and I would like to meet with you in regards to Bid Invitation No. GSA-047-11, Lease of Office Space. As stated in 5 GCA 5425, you have the authority to settle and resolve a protest of an aggrieved bidder.

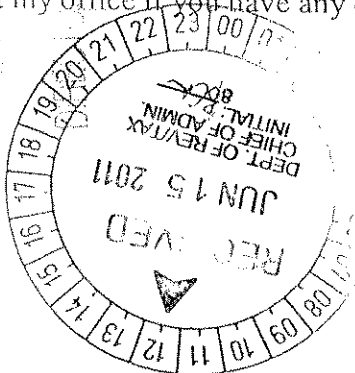
§ 5425. Authority to Resolve Protested Solicitations and Awards.

(a) ...

(b) Authority to Resolve Protests. The Chief Procurement Officer, The Director of Public Works, the head of a purchasing agency, or a designee of one of these officers shall have the authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved bidder, offer or, or contractor, actual or prospective, concerning the solicitation or award of a contract. This authority shall be exercised in accordance with regulations promulgated by the Policy Office.

In an effort to settle this matter, and in the best interest of the People of Guam, I am requesting that you set up a time to meet with me at your earliest convenience. I hope that we can come to a mutual agreement in regards to this matter in a timely manner.

Thank you for your assistance and cooperation in this matter. Please feel free to contact me at my office if you have any question in regards to this letter. I look forward to hearing from you.



Sincerely,

John C. Terlaje
Representative of Joeten
Development Inc.

Cc: Ms. Claudia Acfalle, General Services Agency
Ms. Benita Manglona, Director, Department of Administration

Eddie Baza Calvo
Governor



GENERAL SERVICES AGENCY

(Ahensian Setbision Hinirat)
Department of Administration

Ray Tenorio
Lieutenant Governor

Benita A. Manglona
Acting Director

148 Route 1 Marine Drive, Piti, Guam 96915
Tel: (671) 475-1707 Fax Nos: (671) 475-1727 / 475-1716

George A. Santos
Deputy Director

Fax

To: Law Offices of Edward S. Terlaje	From: Claudia S. Acfalle
Attn: John Terlaje	Chief Procurement Officer
Fax: 671-472-8896	Pages: 2
Phone: 671-475-1710	Date: June 22, 2011
Re: Response to Protest Letter for GSA-047-11	

Urgent For Review Please Comment Please Reply Please Recycle

● Comments:

Please see the attached letter from the GSA Chief Procurement Officer dated June 10, 2011 in response to the above subject.

Thank you,

Frasia

Acknowledgement Copy (Please Print)

Received By: _____

Date: _____

Eddie Baza Calvo
Governor



GENERAL SERVICES AGENCY

(Ahensian Setbision Hinirat)
Department of Administration

148 Route 1 Marine Drive, Piti, Guam 96915
Tel: (671) 475-1707 Fax Nos: (671) 475-1727 / 475-1716

Ray Tenorio
Lieutenant Governor

George A. Santos
Deputy Director

Benita A. Manglona
Acting Director

June 10, 2011

John Terlaje
Attorney at Law
Ste 216, Former Union Bank Bldg.
A94 Hernan Cortes Avenue
Hagatna, Guam 96910

Re: Bid Protest: Department of Revenue and Taxation
Bid Number GSA-047-011: Office Space Lease

Dear Mr. Terlaje:

I am in receipt of your protest dated May 25, 2011 regarding GSA Bid Number 047-011, Office Space Lease for the Department of Revenue and Taxation. After reviewing your protest, I have the following comments:

1. Your Client's bid proposal far exceeds the amount certified by the Department.
2. Your client was not treated discriminatory and he is welcomed to submit a new bid when this is reissued.

Based upon the above, your protest is DENIED. You have the right to seek any administrative or judicial review that you may have.


CLAUDIA S. ACFALLE