

INSTRUCTIONS TO OFFERORS

If you are going to download a copy of the **RFP 16-08** packet from this website and your firm is interested in submitting a proposal, please register with the Procurement Office so that your firm is informed of amendments to the RFP if any.

To register please email:

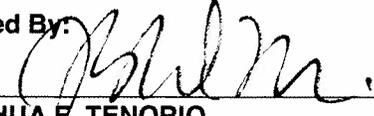
Marissa C. Antonio (Tel: 475-3175)

Assistant Procurement Administrator

Email: mantonio@guamcourts.org

Thank you.

Prescribed By: Judiciary of Guam	REQUEST FOR PROPOSAL (SERVICE CONTRACT)	Page No. 1	Number of Pages
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Issued By:  JOSHUA F. TENORIO, Administrator of the Courts	Address: JUDICIARY OF GUAM GUAM JUDICIAL CENTER PROCUREMENT SECTION 120 WEST OBRIEN DRIVE HAGÁTÑA GUAM 96910 Tel: (671)475-3175/3393 Fax: (671)477-8009
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Date Issued: June 17, 2016	Request For Proposal No.: 16 - 08
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Sealed Proposals (1) original and (4) copies, SUBJECT TO THE TERMS AND CONDITIONS OF THIS PROPOSAL, ITS SCHEDULE AND THE ATTACHED GENERAL PROVISIONS, will be received at the above office until: **2:00 o'clock p.m., July 1, 2016 (Chamorro Standard Time).**

General information and instructions to offerors are contained in the terms and conditions attached.

SCHEDULE

Item No.	Supplies or Services	Quantity (No. of Units)	Unit	Unit Price	Amount
1.	Indefinite Delivery/Indefinite Quantity(ID/IQ) – Architectural/Engineering (A/E) and Construction Management Services	Please leave this space blank when submitting proposals. ***** See General Terms for instructions.			

Proposal	Date
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Offers providing less than sixty (60) calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

Indicate Whether: () Individual () Partnership	() Corporation Incorporated in the state of:
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NAME AND ADDRESS OF OFFEROR: (Type or Print) _____ _____ _____	SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS PROPOSAL: _____
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AWARD:	CONTRACT NO.:	DATE:
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Accepted as to items numbered Amount \$ _____	By: Contracting Officer _____
Invoice for payment should be mailed to: _____	Accounting and Appropriation Date
Payment will be made by: _____	

JUDICIARY OF GUAM
Request For Proposal No. RFP 16-08

Item no.	Description	Terms
1.	Indefinite Delivery/Indefinite Quantity (ID/IQ) – Architectural & Engineering (A/E) & Construction Management Services	One (1) year with an option to renew annually not to exceed three (3) years total.

I. GENERAL INFORMATION

Purpose: This RFP is issued to solicit proposals from firms to provide the services of qualified, properly licensed architects and engineers with expertise in all phases of the design, construction and alteration/renovation of public buildings. It is anticipated that the selected firm will lead full teams of architects, engineers, and related consultants to perform the projects listed in **Exhibit B**.

Authority: This RFP is governed by the Judicial Council of Guam Procurement Regulations adopted on March 19, 2004 as amended, and the applicable laws of Guam.

Issued By: Joshua F. Tenorio, Administrator of the Courts (Purchasing Officer)
 Judiciary of Guam
 Guam Judicial Center
 120 West O'Brien Drive
 Hagatna, Guam 96910

Date Issued: This RFP is issued June 17, 2016.

Date Due: All original copies of proposals must be submitted by **2:00 p.m. on July 1, 2016**.

Questions/Inquiries Deadline: The last day that the Judiciary will receive questions or inquiries regarding this RFP is **June 28, 2016** by 5:00 p.m.

Proposals: One (1) original and four (4) copies of the proposals must be submitted in a sealed envelope addressed to the Judiciary of Guam and clearly marked RFP NO. 16-08. The offerors name, address and phone numbers must also be identified on the envelope.

Place: Proposals must be submitted to the Office of the Procurement & Facilities Management Division located at the Guam Judicial Center, 1st floor, 120 West O'Brien Drive in Hagatna, Guam.

Questions: Questions concerning this RFP may be directed to:

Gloria J. Long
Procurement & Facilities Management Division
Guam Judicial Center
120 West O'Brien Drive
Hagatna, Guam 96910
Tel: (671)475-3433/3175/3393
Fax: 671)477-8009
Email: glong@guamcourts.org and/or mantonio@guamcourts.org

Conference: A pre-proposal conference is not scheduled for this solicitation however the Purchasing Office may conduct one at his discretion to explain procurement requirements. Notice of a pre-proposal conference will be sent to all prospective offerors known to have obtained this RFP if one is to be conducted.

II. QUALIFICATIONS

The following minimum qualifications are required and should be presented in the proposal:

- A. Offerors must have recognized technical, management, and operational experience with design and construction services.
- B. Offerors must demonstrate technical and contractual credibility through recent experiences in similar type projects.
- C. Offerors should be proficient in setting objectives, identifying constraints, coordinating and leading professional designers in assimilating documents and technical information.
- D. Offerors must be knowledgeable of various local and federal permitting requirements, laws, regulations, policies and statutes governing the contemplated work.

III. AMENDMENTS/ADDENDUMS TO THE RFP AND MODIFICATIONS OR WITHDRAWAL OF PROPOSALS

- A. Amendments/addendums to this RFP shall be identified as such and shall require that the offerors acknowledge receipt of all amendments issued in their proposals. **Failure to acknowledge any amendments/addendums issued shall result in disqualification from this RFP.** Amendments/addendums shall be sent to all prospective offerors known to have received an RFP. Amendments/Addendums shall be distributed within a reasonable time to allow prospective offerors to consider them in preparing their proposals.

Amendment/Addendum No.	Date
_____	_____
_____	_____

B. Proposals may be modified or withdrawn at any time prior to the conclusion of discussions.

IV. HANDLING AND OPENING OF PROPOSALS

Proposals and modifications shall be time-stamped upon receipt and held in a secure place until the established due date. Proposals shall not be opened publicly nor disclosed to unauthorized persons, but shall be opened in the presence of two or more procurement officials. A register of proposals shall be established which shall include, for all proposals, the name of offeror, the number of modifications received, if any, and a description sufficient to identify the services offered. The register of proposal shall be opened to public only after award of the contract. Proposals of offerors who are not awarded the contract shall not be opened to public inspection.

V. EVALUATION OF PROPOSALS

The Purchasing Officer or his assignee shall evaluate the proposals and may conduct discussions with any of offerors pursuant to the Judiciary of Guam Procurement Regulations. The Purchasing Officer or his assignee shall select, in order of their qualification ranking based on the following criteria and point schedule, no fewer than three (3) acceptable offerors (or such lesser number if less than three acceptable proposals were received) deemed to be the best qualified to provide the required services. The qualification ranking shall be determined by the following evaluation criteria and weighted point schedule.

Professional qualifications necessary for satisfactory performance of required services.	20 Points
Specialized experience and technical competence in the type of required services.	30 Points
Capacity to accomplish the work in the required time.	25 Points
A record of past performance of similar work in terms of cost control, quality of work, and compliance with performance schedules.	25 Points

100 Points Maximum

VI. NEGOTIATION AND AWARD OF CONTRACT

A. Following the evaluation and ranking of the proposals, the best qualified offeror will be promptly notified. The Purchasing Officer conducting the

procurement or a designee of such officer shall negotiate a contract with the best qualified offeror at the compensation determined in writing to be fair and reasonable. Contract negotiations shall be directed toward: (1) making certain requirements involved in providing the required services; (2) determining that the offeror will make available the necessary personnel and facilities to perform the services within the required time; (3) agreeing upon compensation which is fair and reasonable, and doing so while taking into account the estimated value of the required services, and the scope, complexity, and nature of such services.

- B. If compensation, contract requirements, and contract documents can be agreed upon with the best qualified offeror, the contract will be awarded to that offeror, although no award will be made until the offeror provides proof that a Guam business license has been obtained.
- C. Written notice of award shall be public information and made a part of the Agreement file.

If compensation, contract requirements, and contract documents cannot be agreed upon with the best qualified offeror, a written record stating the reasons thereof shall be placed in the file and the Purchasing Officer shall advise such offeror of the termination of negotiations which shall be confirmed by written notice within three (3) business days. Upon failure to negotiate a contract with the best qualified offeror, the Purchasing Officer may cancel the procurement or may enter into negotiations with the next most qualified offeror. If compensation, contract requirements, and contract documents can be agreed upon, then the contract shall be awarded to that offeror.

If no contract can be negotiated with the offerors initially selected as the best qualified offerors, the Purchasing Officer may cancel the RFP or proposals may be re-solicited or additional offerors may be selected based on their original, acceptable submissions in the order of their respective qualification ranking and negotiations may continue in accordance with these rules until an agreement is reached and the contract is awarded.

VII. CONTENTS OF PROPOSALS

Proposals submitted by offeror must contain, at a minimum, the following:

- A. Name and address of the offeror's local and main office, including the name and telephone/facsimile number of the person to be contacted relative to the proposal under a one (1) page cover letter. The cover letter should indicate the RFP No. and title including a brief description of the expressed interest of the offeror in providing the services described for the project and shall be kept to a minimum.

- B. A brief description of the offeror's organization with summaries of recent experience with the preparation of procurement documents for services related to the design of the project as listed in **Exhibit B**. The list of projects provided in Exhibit B is intended to be illustrative samples of the type of projects to be pursued and is not intended to be a comprehensive list of the scope of work, projects, or activities to be undertaken during this engagement.
- C. A listing of other projects/contracts for A/E design and construction services similar in scope, size or discipline to this RFP were performed or undertaken on the SF 255 or Equivalent Statement of Qualifications and Performance.
- D. Narrative of the methodology, provided in as much detail as practical for accomplishing the required services, and a description of the business experience and expertise as it relates to the work effort required.
- E. A proposed project schedule/time line showing the ability to complete the tasks describe in the Statement of Work (SOW).
- F. Comments and suggested alternative work tasks that may be considered to meet the intent of this scope of work, which would reasonably accomplish the same end product without limiting scope or quality.
- G. Three (3) references (client contract and telephone number) from other projects in which similar procurement advisory support services, as stated in the SOW for this RFP, are required. Include information described in Subsection A above.
- H. Any additional information which the offeror feels is relevant or will aid the client in accurately determining their qualifications.
- I. A statement designating those portions of the proposals which contain trade secrets or other proprietary data, if any, which are requested to remain confidential.

VIII. GENERAL REQUIREMENTS AND PROVISIONS

- A. The Judiciary of Guam is willing to consider proposals from consortia if all of the required expertise is not available from one firm. All conditions and proposals submittal requirements in this RFP apply to all members of a consortium.
- B. Prospective offerors shall not submit any cost pricing data with their proposal until such time as the offeror is notified in writing that the proposal is acceptable and deemed to be the best qualified to provide the required services. The offeror shall then submit their cost and pricing data, in writing prior to the

commencement of negotiations. Prospective offerors may provide project costs of previous projects performed.

- C. Having made a selection partly on the basis of an evaluation of the personnel presented in the offeror's proposal, Judiciary of Guam will expect assurances at the time of contract negotiation that the specific team members, on which the proposal was rated, will be available to perform the services requested. For consortia, joint ventures and subcontracting arrangements, the offeror must present copies of valid contracts between all parties as assurance.
- D. The Judiciary of Guam reserves the unqualified right, at its sole and absolute discretion, to reject any and all proposals which it deems, under any circumstances, will not serve in the best interest of the Government and people of Guam.

IX. AGREEMENT TERMS AND REQUIREMENTS

- A. The initial term of the Agreement will be for one (1) year with an option to renew annually but not to exceed three (3) years total. Construction Management will be an optional service depending on the project. The Judiciary may also require consulting services only for small or minor projects and A/E firm will be paid hourly.
- B. The Judiciary of Guam will select only one offeror to enter into Indefinite Delivery/Indefinite Quantity (ID/IQ) A/E and Construction Management Agreement for alteration/renovation to existing buildings as listed in Exhibit B, and any other projects that may occur within the contract terms. Because the scope and number of projects and tasks are unknown at the time of agreement execution, the agreement is known as an ID/IQ agreement. Not every project may require Construction Management Services, therefore, such services will be considered as an option. However, the Judiciary expects the A/E firm to have this service readily available when needed.

Design Services should have the following:

1. Architecture
2. Engineering (Civil, structural, geotechnical, electrical and mechanical)
3. Engineering Drafting
4. Landscape Architecture
5. Historic Preservation
6. Construction Management
7. Surveying
8. Testing
9. Value Analysis and Engineering

A/E Services

This ID/IQ Agreement is primarily for design services, but may be used for planning as long as the planning is directly related to design services in a future task order. Also, the ID/IQ Agreement may be used for construction or construction management. A/E services can be divided into the following categories:

- Title I – Preliminary Design including Pre-Design, Schematic Design and Design Development
- Title II – Construction Documents including construction drawings, specifications, and cost estimate
- Title III – Construction Management including submittal review and inspection

Rates and Costs:

Specific hourly rates for each team and various disciplines will be negotiated for the life of the ID/IQ and shall be contained in each ID/IQ's Schedule of Items. Substitution of Subcontractors will require consent by the Contracting Officer. The uses of Subcontractors on this ID/IQ must also include project coordination by the Prime Contractor.

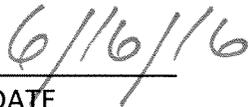
- C. The Judiciary of Guam reserves the right to obtain quote by project.
- D. The Judiciary may, in its sole discretion, require only Design services and not Construction Management Services.
- E. **Provision of the Work:** Work shall be provided in accordance with Service Work Orders to be issued by the Judiciary of Guam under the Agreement resulting from this procurement, and shall be subject to the provisions of the Agreement accompanying this RFP, including any additional provisions specified in the Service Work Orders with regard to schedule, key personnel, and subcontractors.
- F. **Compensation:** The method of compensation will vary on a Service Work Order-by-Service Work Order basis. The Judiciary may elect to request for a quotation of services by project or require consulting services only and request services to be compensated on an hourly basis.
- G. **Licensing:** Offerors awarded the agreement and its sub-consultant(s), employees or agents thereof, performing work per agreement awarded under this RFP, must have at all times throughout the duration of their performance of the work, all appropriate, valid license(s) required under law to provide the work being

performed. If the possession of any license(s) including, without limitation, a valid Guam architect's license, is required under law for the performance of the work, the Contractor must ensure that the work will either be performed by an appropriately licensed individual or under the direct supervision of an appropriately licensed individual.

- H. **Wage Determination:** Note that during subsequent terms, if any, rates may be adjusted based on U.S. Department of Labor Wage Determination List.



19 JOSHUA F. TENORIO
Administrator of the Courts



DATE

JUDICIARY OF GUAM
GOVERNMENT OF GUAM

GENERAL TERMS AND CONDITIONS

RFP Solicitation and Award

ONLY THOSE BOXES CHECKED BELOW ARE APPLICABLE TO THIS RFP.

- (x) 1. **AUTHORITY:** This solicitation is issued subject to all the provisions of the Judicial Council of Guam Procurement Regulations. The RFP requires all parties involved in the preparation, negotiation, performance, or administration of contract to act in good faith.

- (x) 2. **GENERAL INTENTION:** Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and Conditions for the offeror to provide the Judiciary of Guam with specified services or with materials, supplies, or equipment completely assembled and ready for use.

- (x) 3. **TAXES:** Offerors 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.

- (x) 4. **LICENSING:** Offerors are cautioned that the Judiciary of Guam will not consider for award any offer submitted by an offeror/ who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the other Director of Revenue and Taxation. **A copy of the business license and/or certificate should be submitted with the proposal and must be received prior to award of contract.**

- (x) 5. **LOCAL PROCUREMENT PREFERENCE:** All procurement of supplies and services where possible, will be made from among businesses licensed to do business on Guam.

- (x) 6. **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:** Offerors shall comply with all specifications and other requirements of the Solicitation.

- (x) 7. **INDEPENDENT PRICE DETERMINATION:** The offeror, upon signing the RFP, certifies that the prices in his proposal were derived at without collusion, and acknowledge that collusion and anti-competitive practices are prohibited by law.

- (x) 8. **RFP ENVELOPE:** Envelope shall be sealed and marked with the offeror's name, RFP Number, time, date and place of submission.

- (x) 9. **MAJOR SHAREHOLDER DISCLOSURE AFFIDAVIT:** Each person submitting a proposal for any portion of the work covered by the RFP documents shall execute an affidavit on the form provided when the person(s) who have held more than ten percent (10%) of the company's shares during the past twelve (12) months. Such affidavit shall be attached to the proposal. **Failure to submit with the proposal shall be disqualified from the RFP.**
- (x) 10. **NON-COLLUSION AFFIDAVIT:** Each person submitting a proposal for any portion of the work covered by the RFP documents shall execute an affidavit on the form provided, certifying to the effect that he/she has not colluded with any other person, firm or corporation in regard to any proposal submitted. Such affidavit shall be attached to the proposal. **Failure to submit with the proposal shall be disqualified from the RFP.**
- (x) 11. **COMPETENCY OF OFFERORS:** Proposals will be considered only from such offerors who, in the opinion of the Judiciary of Guam, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
- (x) 12. **DETERMINATION OF RESPONSIBILITY OF OFFERORS:** The Administrator of the Courts reserves the right for securing from offerors 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 13 of these General Terms and Conditions.
- (x) 13. **AWARD, CANCELLATION & REJECTION:** Award shall be made to the best qualified offeror, whose proposal is determined to be the most advantageous to the Judiciary of Guam, taking into consideration the evaluation factors set forth in the Solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the Judiciary of Guam may require to waive any minor irregularity in the proposal received. The Administrator of the Courts shall have the authority to award, cancel or reject proposals, in whole or in part for any one or more items if he determines it is in the public interest. Award issued to the most best qualified offeror within the specified time for acceptance as indicated in the Solicitation, results in a binding contract without further action by either party. It is the policy of the Judiciary of Guam to award the contracts to best qualified offerors. No award shall be made under this Solicitation which shall require advance payment or irrevocable letter of credit from the Government.
- (x) 14. **INSPECTION:** All supplies, materials, equipment or services delivered under this contract shall be subject to the inspection and/or test conducted by the Judiciary of Guam 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 Judiciary of Guam shall have the right to reject items or require that they be corrected. The number of days required for corrections will be determined by the Judiciary of Guam.

- (x) 15. **REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT:** The offeror or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a Judiciary of Guam 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.
- (x) 16. **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.
- (x) 17. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national of 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 of origin.
- (x) 18. **COMPLIANCE WITH LAWS:** Offeror awarded a contract under this Solicitation shall comply with the applicable standards, 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.
- (x) 19. **TIME FOR COMPLETION:** It is hereby understood and mutually agreed by and between the contractor and the Judiciary of Guam 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.
- (x) 20. **JUSTIFICATION OF DELAY:** Offerors 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 offeror is not able to meet the specified delivery date, he is required to notify the Administrator of the Courts of such delay. Notification shall be in writing and shall be received by the Administrator of the Courts 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 Judiciary of Guam reserves the right to reject delay justification if, in the opinion of the Administrator of the Courts, such justification is not adequate.

(x) 21. **PROTEST:** (a) Any aggrieved party who may be aggrieved in connection with the method of source selection, solicitation or award of a contract, and who wishes to pursue a protest shall file a written protest with the Purchasing Officer. The protest shall be submitted in writing within fourteen (14) days after such aggrieved person knew or should have known of the facts giving rise to the protest. (b)The Purchasing Officer shall have the authority to settle and resolve a protest. (c) If the protest is not resolved by mutual agreement, the Purchasing Officer shall issue a decision in writing within thirty (30) days of receipt of the protest. If no written decision has been issued by the Purchasing Officer at the expiration of the thirty (30) day period, such shall be considered an adverse decision. (d) Upon the issuance of an adverse decision by the Purchasing Officer, or upon the expiration of the thirty (30) day period after filing of the complaint, the aggrieved party may file an action in the Superior Court of Guam for appropriate relief within fourteen (14) days of such adverse decision or expiration of time.

(x) 22. **RESTRICTIONS AGAINST CONTRACTORS EMPLOYING CONVICTED SEX OFFENDERS:** The Contractor must warrant that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, or 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; and that if any person providing services on behalf of the Contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.

(x) 23. **CONTACT FOR CONTRACT ADMINISTRATION:** If your firm received a contract as a result of this Solicitation, please designate a person whom we may contact for prompt administration.

Name: _____

Title: _____

Address _____

Telephone: _____

FORM OF NON-COLLUSION AFFIDAVIT

AFFIDAVIT

(Prime Bidder)

STATE OF _____)
) ss.
CITY OF _____)

_____, being first duly sworn, deposes and says:

That he is _____
(a partner or officer of firm of, etc.)

that the party making foregoing proposal or bid for _____, that such proposal or bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix profit, overhead or cost element of said bid price of affiant or of that of any other bidder, or to secure any advantage against the Judiciary of Guam or any person interested in proposed contract, and that all statements in said proposal or bid are true.

Signature of _____

Bidder, if the bidder is an individual;
Partner, if the bidder is a partnership;
Officer, if the bidder is a corporation.

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

Notary Public

My commission expires _____, 20__.

SPECIAL PROVISIONS

All bidders are required to submit a current affidavit as required below, failure to do so will mean disqualification and rejection of the bid.

Excerpt from PL 1844

Section 44. A new Section 6961.3 is added to the Government Code to read:

ASection 6961.3. Disclosure of major shareholders. As a condition of bidding, any partnership, sole proprietorship or corporation doing business with the government of Guam shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve (12) month period immediately preceding submission of a bid. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship or corporation which have been held by each such person during the twelve (12) month period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid for the bidder and shall also contain the amounts of any such commission, gratuity or other compensation. The affidavit shall be open and available to the public for inspection and copying.@

NOTE: Each affidavit is only good for the month within which it was prepared and notarized.

EXAMPLE:

1. A bidder intends to participate in bids schedule for October 05, 15, and 25, 2003. He has to prepare and submit a **NEW AFFIDAVIT ON OCTOBER 05** and may submit **COPIES** of affidavit on the bids for October 15 and 25.
2. A bidder intends to participate in bid scheduled for October 20 and November 05, 2003. He has to submit a **NEW NOTARIZED AFFIDAVIT** for **EACH BID**.

MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT

TERRITORY OF GUAM)
) ss.
HAGATNA, GUAM)

I, the undersigned, _____, being first duly sworn, deposes and says:

1. That the persons who have held more than ten percent (10%) of the company=s shares during the past twelve (12) months are as follows:

Table with 3 columns: Name, Address, Shares Held. Includes a sub-column for Percentage of Shares Held. Contains several blank rows for data entry.

2. 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 for which this Affidavit is submitted are as follows:

Table with 2 columns: Name, Address, Compensation; Amount of Gratuity or Other. Contains blank rows for data entry.

Further, affiant sayeth naught.

Date: _____

Signature of individual if bidder is a sole proprietorship; Partner, if the bidder is a partnership; Officer, if the bidder is a corporation.

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

By: _____
Notary Public _____
In and for the Territory of _____
My commission expires: _____