

Jerrick Hernandez < jhernandez@guamopa.com>

# RE: In the Appeal of Beach Resort LLC dba Hotel Sante Fe, Guam, OPA-PA-20-005

2 messages

Fely Palomo <FELY@guamlaw.net>

Mon, Aug 24, 2020 at 2:15 PM

To: "jhernandez@guamopa.com" <jhernandez@guamopa.com>, "admin@guamopa.com" <admin@guamopa.com> Co: Georgette Concepcion <gbc@guamlaw.net>, Clare Leon Guerrero <Clare@guamlaw.net>, Lisa Brooks <Lisa@guamlaw.net>, "Terrence M. Brooks" <tmb@guamlaw.net>, "smiller@oagguam.org" <smiller@oagguam.org>, "gsaprocurement@gsadoa.guam.gov" <gsaprocurement@gsadoa.guam.gov>

Jerrick,

Attached are the following documents for filing on the above subject matter:

- a. Appellant's Witness List
- b. Appellant's List of Issues
- c. Appellant's Exhibit List

Please forward filed copies to this email address.

Thanks,

# Felysha S. Palomo

**BROOKS CONCEPCION LAW, P.C.** 

247 Martyr Street, Suite 101

Hagatna, Guam 96910

Phone: (671) 472-6848



A SMART APPROACH TO LEGAL SERVICE

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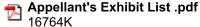
#### 3 attachments



Appellant's List of Issues.pdf



**Appellant's Witness List.pdf** 43K



#### Jerrick Hernandez < jhernandez@guamopa.com>

Mon, Aug 24, 2020 at 3:53 PM

To: Fely Palomo <FELY@guamlaw.net>

Cc: Office of Public Accountability <admin@guamopa.com>, Georgette Concepcion <gbc@guamlaw.net>, Clare Leon Guerrero <Clare@guamlaw.net>, Lisa Brooks <Lisa@guamlaw.net>, "Terrence M. Brooks" <tmb@guamlaw.net>, "smiller@oagguam.org" <smiller@oagguam.org>, "gsaprocurement@gsadoa.guam.gov" <gsaprocurement@gsadoa.guam.gov>

#### confirming receipt.

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#### 2 attachments



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1 2	BROOKS CONCEPICON LAW, P.C. 247 Martyr Street, Ste. 101 Hagatna, Guam 96910
3	(671) 472-6848
4	(671) 477-5790
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6	BEFORE THE OFFICE OF PUBLIC ACCOUNTABILITY
7	) DOGWINING ON THE CO.
8	In the Appeal of ) DOCKET NO. OPA-PA-20-005
9	BEACH RESORT LLC dba THE HOTEL SANTE FE GUAM,  APPELLANT'S EXHIBIT LIST
10	j j
11	Appellant )
12	COMES NOW, the BEACH RESORT LLC dba The Hotel Santa Fe ("Santa Fe"), by and
13	
14	through its counsel of record, Georgette Bello Concepcion of Brooks Concepcion Law, P.C. and
15	submits its Exhibit List for the August 31, 2020 hearing as follows:
16	1. Agency Report
17	<ul><li>2. Copy of Protest</li><li>3. Protest Response</li></ul>
18	4. Hotel Santa Fe – Contract
10	5. Wyndam Garden Guam – Price Quotation
19	<ul><li>6. Perlas Courte Homeowners Assocation and Contract</li><li>7. Onward Agana Beach Hotel – Response</li></ul>
20	8. LP Realty – Response
21	9. Hotel Nikko – Response 10. Core Tech International – Contract
	11. Abstract
22	12. GSA Termination Letter to Santa Fe
23	13. Specifications
24	14. Copy of Other Correspondence included in Procurement Record
24	<ul> <li>15. Santa Fe Fire Alarm System Certification</li> <li>16. Santa Fe Daily Summary Record (5/16/2020 – 5/29/2020)</li> </ul>
25	17. USPS Receipt
26	18. HSF Quarantined Guests Inv #0000078
26	19. HSF Quarantined Guests Inv #0000079
27	20. HSF Quarantined Guests Inv #0000080
28	
H022-01	

1	21. HSF Quarantined Guests Inv #0000081.
2	22. HSF Quarantined Guests Inv #0000082
2	23. HSF Quarantined Guests Inv #0000083
3	24. HSF Quarantined Guests Inv #0000084
	25. HSF Quarantined Guests Inv #0000085
4	26. HSF Quarantined Guests Inv #0000086.
5	27. HSF Quarantined Guests Inv #0000087
3	28. HSF Quarantined Guests Inv #0000088 29. HSF Quarantined Guests Inv #0000089
6	30. HSF Quarantined Guests Inv #0000089
	31. HSF Quarantined Guests Inv #0000090
7	32. GTA Invoice For Cellular Phones
8	33. Coffee Maker Receipt
o o	34. Receipts for cleaning products
9	35. SantaFe 520-1
	36. RFQ 6/5/2020
10	
11	
	Appellant reserves the right to introduce Exhibits at the hearing for impeachment or rebuttal.
12	
13	Despectfully submitted this 24th day of Average 2020
	Respectfully submitted this 24th <sup>th</sup> day of August, 2020.
14	
15	DDOOKS CONCEDCION LAW D.C.
	BROOKS CONCEPCION LAW, P.C.
16	
17	By:
1,	Georgette Bello Concepcion, Esq.
18	Counsel for Appellant Santa Fe
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H022-01



# DEPARTMENT OF ADMINISTRATION

DIPATTAMENTON ATMENESTRASION

**GENERAL SERVICES AGENCY** 

(Ahensian Setbision Hinirat)
Telephone (Telifon): (671) 475-1707/1729 • Fax (Faks): (671) 472-4217/1727



This Agency Report for OPA-PA-20-005 is submitted as outlined in 2 GAR Div.4, Section 12, Section 12012,

A copy of the protest (Ref to Tab 2)

A copy of the bid or offer submitted by Appellant (None submitted as appeal is on the Solicitation part of the RFP)

A copy of the Solicitation (Ref to Tab 3)

A copy of the Abstract (Tab 4)

A copy of any other document which are relevant: (see all tabs)

GSA's response to protest (Tab 3)

Pursuant to the initial Executive Order 2020-004, the General Services Agency (GSA) was tasked with looking for a Hotel Quarantine and/or Isolation Facility consisting of 154+/- 17 rooms. GSA submitted to several hotels, a Request for Quotations (RFQ) for what they were willing to provide and the terms and conditions that the hotel needed to meet.

The Santa Fe Beach Resorts LLC, submitted an RFQ for these services. As part of their submittal, they agreed to the following terms and conditions:

IX. Early Termination.

A. By GIISiOCD. GHS.00D reserves the right to cancel or terminate this Agreement prior to its completion for any reason, including, but not limited to, the following: Termination without Cause: GHS OCD may terminate this Agreement, without cause, upon the delivery of written notice to the Hotel at least thirty (30) days prior to the intended date of termination.

Termination in the Best Interest of the Government of Guam:

OHS .0CD may terminate this Agreement based upon a determination that such termination is in the best interests of the Government of Guam by delivering a written notice of such termination to the Hotel and the effective date of such termination. Circumstances for termination under this clause include but are not limited to Hotel's successful completion of services under this Agreement to the satisfaction of OHS OCD.

Termination for Cause. Default: If the Hotel refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion

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

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

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

a. On May 27, 2020, the Government informed the hotel of severe failures of meeting the scope and terms of the agreement. These failures include, but not limited to:

Rooms not being fully furnished as required in the purchase order.

b. 24 hour supervision Not provided.

- c. Linen and Towel Service
- d. Basic Housekeeping supplies, not being provided.
- e. Lobby Area not being adequately air conditioned.
- f. Failure to provide adequate meals for incoming passengers
- g. No food handling transfer equipment being used, nor temperature-controlled water per meal period when meals were delivered.
- h. You did not provide enough food transport equipment to meet 100+ meals plus water per meal period for five floors.
- i. You did not provide hand sanitation, sanitizer sprays/wipes and gloves to properly handle food preparations and deliveries.
- j. Hotel's fire alarm is not inoperable putting our staff and guess in a potential fire risk, which does not meet safety and protection standards.

Based upon the above, and the fact that the need was for an emergency health matter, termination was done immediately.

Your memorandum dated June 9th, 2020, indicated that you are disputing the termination of your purchase order to provide rooms under the emergency authorization of the Governor. You indicated you disagreed with some of the noted deficiencies, and that you have ten (10) days to cure any other noted ones.

You believe that you have ten (10) days to cure your deficiencies. As stated in *In the Appeal of Basil Industrial Food Services* Appeal No OPA-PA 16-006 and OPA-PA-16-008, the Public Auditor stated:

Basil relies on a procurement regulation that states, in relevant part, that if the contractor commits a substantial breach of the contract, the procurement officer may notify the contractor in writing of the delay or non-performance and if not cured in 10 days or any longer time specified in writing by the Procurement Officer, such officer may terminate the contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. 2 G.A.R., Div.4, Chap.6 Section 6101(8)(a). If this regulation were applicable, GSA would have had to give Basil 10 day to cure its May 31, 2016 default and GSA would have then wrongfully terminated BASIL's contract due to DPHSS's June 2, 2016 follow-up inspection of BASIL's food preparation facility which found that Basil corrected most of its May 31,2016 violations. However, the cure provisions Basil relies upon for this argument are inapplicable to its contracts for GSA-IFB 010-14 and GSA-IFB-011-14. The regulation's cure provisions is merely a contract clause, one of many mentioned int hat regulation, that the Chief Procurement Officer or her designee may use at their discretion. 2 G.A.R., Div.4, Chap.6 Section 6101(1). A review of GSA-IFB-010-14 and GSA-IFB-011-11114's contractual terms reveals that the 10 day cure language set forth in 2 G.A.R., Div.4, Chap.6, Section 6101(8)(a) is absent. Hence Guam procurement regulations did not require GSA to provide Basil a 10 day cure period after its May 31, 2016 breach.

A review of the purchase order did not indicate that a cure language was provided for, and even if one was provided, the other termination provisions allowed for the government to immediately terminate the purchase order. As such, the termination of the purchase order was appropriate. As you are aware, the government of Guam, pursuant to the Governor's Executive Order, immediately procured hotel rooms to

quarantine, isolate and provide medical support, for the COVORNA pandemic that was occurring on our island. Your hotel was selected based upon meeting the standards required to house these individuals. Shortly after signing the agreement, a second review was conducted by the National Guard, who was assigned to the location. Their review indicated that you failed to meet the basic terms of the agreement. Such failure would cause additional hardship and inconvenience upon those that had to be placed in these facilities. Based upon these facts, we determined that the purchase order should be cancelled immediately.

Whether an award was made after receipt of the protest.: No

A statement indicating whether the matter is the subject of a court proceeding. No



## 132 Lagoon Drive, Tamuning, Guam 96913 Tel. No. (671) 647-8855/8859 Fax No. (671) 647-8860

June 9, 2020

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Mr. Charles Esteves/Guam Homeland Security Ms. Claudia Acfalle/General Services Agency

Hafa Adai Ms. Acfalle and Mr. Esteves.

This letter will serve as a formal protest by Beach Resorts LLC, dba Hotel Santa Fe - Guam against GSA and Guam Homeland Security for violating the terms and conditions of the contract entered into for housing quarantine visitors due to the COVI0-19 Pandemic. We only received notice of the government's decision to :Unilaterally terminate the agreement as of May 23, 2020 in a letter dated May 27, 2020, wherein the government for the first time Informed Santa Fe of its concerns. The contract was wrongfully terminated and without legal basis.

As per Section 9 (iii) of the contract, any oper::ffic concerns or discrepancies were required to be communicated to the hotel in WRITING. The contract mandates the hotel be given a 10-day cure period in order to address any default. None of the concerns listed in the termination letter were ever communicated to the Hotel, ownership, or hotel staff other than in the May 27, 2020 letter. Pursuant to the May 27, 2020 letter, the contract was retroactively cancelled on May 23, 2020. Cancelling the agreement before addressing any concerns is in violation of the contract. Again, no concerns were communicated to the Hotel until May 27, 2020.

On May 27, 2020, GSA informed the Hotel that the contract had been terminated for cause. At that time, they provided a list of the concerns that were cited as the "cause" for termination. As I pointed out in my response dated May 29, which is hereby incorporated by reference, most, if not all, of the reasons the contract was terminated are false. If anyone representing the contracting agencies had brought these items to management's attention (as per till contract's requirement), an explanation of the mieunderstanding would have been provided. Relative to the other claims, these resulted from .unofficial" st"thdards which were not included in the contisr-t. The government cannot read terms into the contract that are not expressly stated. The Hotel is responsible for abiding by the contract. In all cases, the Hotel followed the contract and remained in compliance. If there were concerns, they needed to be brought to the attention of management or the owners. They were not. The entity creating the agreement has the burden of clarity. There were requests for items outside of the contract that were denied. If there were concerns regarding these items, they were to be shared with the Hotel. It is the responsibility of the contracting agent to officially inform the Hotel, in case of concerns with compliance. There were none snared, until after the agreement was already cancelled.

The Hotel was always in compliance with the terms of the contract. The lone item on the list of concerns that is even worth discussing is the air conditioning in the lobby. Even though the inspection group (including the 2 of you) approved the lobby without comment, we do recognize that it was warmer thon anticipated. As I mentioned in my letter on May 29, 2020, that concern was being addressed, with the unit being repaired. This was not a material concern, Regardless, it has long been rectified. There are no other concerns from the list which are violatic.1s. Again, the list of concerns set forth in the May 27, 200 letter were largely contrived.



# 132 Lagoon Drive, Tamuning, Guam 96913 Tel. No. (671) 647-8855/8859 Fax No. (671) 647-8860

On June 5, 2020, the GSA sent the Santa Fe a Request For Quotation for a new contract to house individuals who test positive for COVID-19.. Why would GSA send a new procurement to the Hotel if there was any concern as to whether the Santa Fe was in full compliance of the original contract? Clearly, GSA considered the Hotel to be in compliance with the terms of the original contract.

GSA and Homeland Security wrongfully terminated the contract. The Hotel was not provided WRITTEN notice, as required by the contract, nor at the very least informal notice, of any concerns before the contract was cancelled. There was no 10-day cure provided. The list of concerns were inaccurate or non-existent. In fact, upon further inspection of other quarantine facilities, the procedures in place at the Santa Fe were identical to or superior to those at the other lodging establishments. It is the government who is in breach of the contract and NOT the Santa Fe.

The Hotel Santa Fe – Guam seeks reinstatement of its contract and damages incurred from the wrongful termination of same.

However, without waiving any claims Santa Fe has against the government arising out of the wrongful termination of the contract, the Santa Fe is amenable to resolving this dispute amicably with GHS and GSA. I look forward to discussing with you in more detail.

Thank you.

Sense/amente,

Bartley A. Jackson Prastient

Beach Resorts LLC

Dba, Hotel Santa Fe Guam



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# DEPARTMENT OF **ADMINISTRATION**

#### DIPATTAMENTON ATMENESTRASION

**GENERAL SERVICES AGENCY** (Ahensian Setbision Hinirat) Telephone (Telifon): (671) 475-1707/1729 • Fax (Faks): (671) 472-4217/1727



June 10, 2020

Mr. Bart Jackson President Beach Resort LLC dba Hotel Santa Fe Guam 132 Lagoon Drive Tamuning, Guam 96913

We are in receipt of your memorandum dated June 9th, 2020, in which you are disputing the termination of your purchase order to provide rooms under the emergency authorization of the Governor. You indicated you disagreed with some of the noted deficiencies, and that you have ten (10) days to cure any other noted ones.

You believe that you have ten (10) days to cure your deficiencies. As stated in In the Appeal of Basil Industrial Food Services Appeal No OPA-PA 16-006 and OPA-PA-16-008, the Public Auditor stated:

Basil relies on a procurement regulation that states, in relevant part, that if the contractor commits a substantial breach of the contract, the procurement officer may notify the contractor in writing of the delay or non-performance and if not cured in 10 days or any longer time specified in writing by the Procurement Officer, such officer may terminate the contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. 2 G.A.R., Div.4, Chap.6 Section 6101(8)(a). If this regulation were applicable, GSA would have had to give Basil 10 day to cure its May 31, 2016 default and GSA would have then wrongfully terminated BASIL's contract due to DPHSS's June 2, 2016 follow-up inspection of BASIL's food preparation facility which found that Basil corrected most of its May 31,2016 violations. However, the cure provisions Basil relies upon for this argument are inapplicable to its contracts for GSA-IFB 010-14 and GSA-IFB-011-14. The regulation's cure provisions is merely a contract clause, one of many mentioned int hat regulation, that the Chief Procurement Officer or her designee may use at their discretion. 2 G.A.R., Div.4, Chap.6 Section 6101(1). A review of GSA-IFB-010-14 and GSA-IFB-011-11114's contractual terms reveals that the 10 day cure language set forth in 2 G.A.R., Div.4, Chap.6, Section 6101(8)(a) is absent. Hence Guam procurement regulations did not require GSA to provide Basil a 10 day cure period after its May 31, 2016 breach.

A review of the purchase order did not indicate that a cure language was provided for, and as such, there is no right to have one. As such, the termination of the purchase order was appropriate. As you are aware, the government of Guam, pursuant to the Governor's Executive Order, immediately procured hotel rooms to quarantine, isolate and provide medical support, for the COVORNA pandemic that was occurring on our island. Your hotel was selected based upon meeting the standards required to house these individuals. Shortly after signing the agreement, a second review was conducted by the National Guard, who was assigned to the location. Their review indicated that you failed to meet the basic terms

of the agreement. Such failure would cause additional hardship and inconvenience upon those that had to be placed in these facilities. Based upon these facts, we determined that the purchase order should be cancelled immediately. Your email of Maay29th,2020 did not address any new concern or facts that you change our mind. Therefore, your protest is DENIED. You have the right to seek any administrative or judicial review authorized by law. Par 1+ Km 4/11/20 CLAUDIA S. ACFALLE **Chief Procurement Officer** 

Hosel Santa Fe-Gram HOTEL NON-CONGREGATE SHELTERS

# Specification: Revised 5/12/20

1. HOTEL QUARANTINE FACILITY. 14 days mandatory quarantine for all arriving passengers from a COVID-19 affected area. Quarantine operations, require  $154 \pm 17$  rooms.

#### OPTION 1

- Open purchase order for fully furnished utilized rooms to include meals and laundry services.
- Any non-resident individual traveling to Guam for reasons other than performance of essential governmental service functions, including, but not limited to tourists and nonresident family members will be required to pay 14 days quarantine out of pocket.
- Any member of the federal government or U.S. Armed Forces to include dependents traveling to Guam on official orders will be required to pay out of pocket.

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	OPTION 2		
( _	<ul> <li>Lease the entire facility. Holding fee will be paid for unut than the room rate to include meals and laundry services</li> </ul>	ilized rooms at a rate less	103 rooms
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	2. HOTEL ISOLATION FACILITY. Isolation of asymptomatic future isolation operations, will require 36 ± 11 rooms for surg	c COVID-19 positive patient ge.	s. For
	OPTION 1		
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	Occupied Room Rate	\$ <u> </u>	60
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	OPTION 2  - Lease all rooms on a single hotel floor. Holding fee will be pat a rate less than the room rate to include meals, laundry so decontamination services.	ervices, and	ns No quote
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	hospital. Site would require DPHSS and GMH assessment	to determine feasibility	rooms -
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/	NOTE PREFERENCE: To secure one (1) facility with multiple valents, Quarantined Individuals, and Medical Staff.	wings to house isolation	ón
	Quarantine Facility – From Floor to Wing		
	Isolation Facility - From Floor to Wing		
	Medical Staff Lodging - From Floor to Wing		
<b>/</b>	/ Hotel rooms must include daily cleaning supplies (i.e. disinfe toilet cleaner, and two (2) rags).	ectant spray, toilet b	rush,

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4. Shipments must be id	entified as "PARTIAL" or to buyer's inspection and	d approval within a	reasonable time after rned at seller's expense.
delivery and accepta is received in the o date of delivery and	nce at destination, or fi ffice specified by the Go	row the date the col overnment of Guam, i deemed to be made, i	ll be computed from date of rrect invoice or voucher if the latter is later than for the purpose of earning
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SIGNATURE

Claudia Se Actalle

Chief Procurement Officer

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No. P216E00810

V 10	HOTEL SANTA FE 132 LAGOON DRIVE TAMUNING, GUAM 96913 PHONE: (671) 647-8855	VENDOR  H SEVERMORS CEFFEE  I F.C. BIX 2551  P HABATMA, BU SEBS2-	
13	FAX; (671) 647-8860	O COULD-15 MANDATORY	
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## **Anita Cruz**

From:

Anita Cruz

Sent:

Friday, May 15, 2020 10:45 AM

To:

'stay@hotelsantafeguam.com'

Cc: Subject: gsaprocurement; Anita Cruz REQUEST FOR QUOTE - EMERENCY PROCUREMENT

Attachments:

REQ - Requisition Supporting Documents for Requisition Q200280164 -

ATTACHMENT TO RFQ - SPECIFICATION AND TERMS CONDITIONS.pdf

REQUEST FOR QUOTE HOTEL NON-CONGREGATE SHELTERS. PLEASE RESPOND WITH A "QUOTE" OR "NO QUOTE" BY 3:00 PM, MAY 15, 2020. THIS IS AN EMERGENCY PROCUREMENT. THANK YOU FOR YOUR ATTENTION.

ATTACHED SPECIFICATIONS.





## **Anita Cruz**

From: Anita Cruz

Sent: Friday, May 15, 2020 11:34 AM

To: 'bart.bgpacific@gmail.com'

Cc: gsaprocurement; Anita Cruz

**Subject:** FW: REQUEST FOR QUOTE - EMERENCY PROCUREMENT

Attachments: REQ - Requisition Supporting Documents for Requisition Q200280164 - ATTACHMENT TO RFQ - SPECIFICATION AND TERMS CONDITIONS.pdf

## Good Morning Mr. Jackson

Please see below request for quote and the attachment of the specifications. Please Respond by 3:00 PM, MAY 15, 2020 this is an Emergency Procurement please respond With a "Quote" or a "No Quote" Thank you.

From: Anita Cruz < Anita. Cruz@gsadoa.guam.gov>

Sent: Friday, May 15, 2020 10:45 AM

To: 'stay@hotelsantafeguam.com' <stay@hotelsantafeguam.com>

Cc: gsaprocurement <gsaprocurement@gsadoa.guam.gov>; Anita Cruz <Anita.Cruz@gsadoa.guam.gov>

Subject: REQUEST FOR QUOTE - EMERENCY PROCUREMENT

REQUEST FOR QUOTE HOTEL NON-CONGREGATE SHELTERS. PLEASE RESPOND WITH A "QUOTE" OR "NO QUOTE" BY 3:00 PM, MAY 15, 2020. THIS IS AN EMERGENCY PROCUREMENT. THANK YOU FOR YOUR ATTENTION.

ATTACHED SPECIFICATIONS.





## gsaprocurement

From:

Anita Cruz

Sent:

Friday, May 15, 2020 10:45 AM

To:

'stay@hotelsantafeguam.com'

Cc:

gsaprocurement; Anita Cruz

Subject:

REQUEST FOR QUOTE - EMERENCY PROCUREMENT

Attachments:

REQ - Requisition Supporting Documents for Requisition Q200280164 -

ATTACHMENT TO RFQ - SPECIFICATION AND TERMS CONDITIONS.pdf

REQUEST FOR QUOTE HOTEL NON-CONGREGATE SHELTERS. PLEASE RESPOND WITH A "QUOTE" OR "NO QUOTE" BY 3:00 PM, MAY 15, 2020. THIS IS AN EMERGENCY PROCUREMENT. THANK YOU FOR YOUR ATTENTION.

ATTACHED SPECIFICATIONS.





## **Anita Cruz**

From:

Bart Jackson <bart.bgpacific@gmail.com>

Sent:

Friday, May 15, 2020 2:39 PM

To:

Anita Cruz

Subject:

Fwd: Emergency Procurement Response

Attachments:

Forms05152020\_00000.pdf

Hi Anita,

Please find attached the response from the Hotel Santa Fe Guam for the Emergency Procurement Request. Thank you for allowing us to participate in this effort.

Please feel free to call with any comments or questions.

Kind regards,

Bart Jackson President

Beach Resorts LLC, dba Hotel Santa Fe Guam

## gsaprocurement

From:

Anita Cruz

Sent:

Friday, May 15, 2020 10:12 AM

To:

'REZ@GOGRANDPLAZA.COM'

Cc:

gsaprocurement; Anita Cruz

Subject:

REQUEST FOR QUOTE - EMERGENCY PROCUREMENT

Attachments:

REQ - Requisition Supporting Documents for Requisition Q200280164 -

ATTACHMENT TO RFQ - SPECIFICATION AND TERMS CONDITIONS.pdf

REQUEST FOR QUOTE FOR HOTEL NON-CONGREGATE SHELTERS. ATTACHED SPECIFICATIONS THIS IS AN EMERGENCY PROCUREMENT PLEASE PROVIDE A RESPONSE NO LATER THEN 3:00PM MAY 15, 2020. THANK YOU FOR YOUR ATTENTION





## **Anita Cruz**

From: Anita Cruz

**Sent:** Wednesday, May 20, 2020 2:52 PM

To: 'raffy@pacificbayguam.com'
Cc: gsaprocurement; 'Marie Quenga'

Subject: REQUEST FOR QUOTE - EMERGENCY PROCUREMENT FOR HOTEL NON-

**CONGREGATE SHELTERS** 

Attachments: REQ - Requisition Supporting Documents for Requisition Q200280164 -

ATTACHMENT TO RFQ - SPECIFICATION AND TERMS CONDITIONS.pdf

Tracking: Recipient Delivery Read

'raffy@pacificbayguam.com'

gsaprocurement Delivered: 5/20/2020 2:52 PM Read: 5/20/2020 4:41 PM

'Marie Quenga'

EMERGENCY PROCUREMENT – REQUEST FOR QUOTE PLEASE SEE ATTACHED SPECIFICATIONS ALONG WITH THE TERMS AND CONDITIONS. PLEASE RESPOND BY 5:00PM BEFORE CLOSE OF BUSINESS MAY 20, 2020





### gsaprocurement

From: Anita Cruz

Sent:Friday, May 15, 2020 10:45 AMTo:'stay@hotelsantafeguam.com'Cc:gsaprocurement; Anita Cruz

**Subject:** REQUEST FOR QUOTE - EMERENCY PROCUREMENT

Attachments: REQ - Requisition Supporting Documents for Requisition Q200280164 -

ATTACHMENT TO RFQ - SPECIFICATION AND TERMS CONDITIONS.pdf

REQUEST FOR QUOTE HOTEL NON-CONGREGATE SHELTERS. PLEASE RESPOND WITH A "QUOTE" OR "NO QUOTE" BY 3:00 PM, MAY 15, 2020. THIS IS AN EMERGENCY PROCUREMENT. THANK YOU FOR YOUR ATTENTION.

ATTACHED SPECIFICATIONS.





## **HOTEL NON-CONGREGATE SHELTERS**

Specification:	Revise	d 5/12/20
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1. HOTEL QUARANTINE FACILITY. 14 days mandatory quarantine for all arriving passengers from a COVID-19 affected area. Quarantine operations, require 154  $\pm$  17 rooms.

#### **OPTION 1**

- Open purchase order for fully furnished utilized rooms to include meals and laundry services.
- Any non-resident individual traveling to Guam for reasons other than performance of essential governmental service functions, including, but not limited to tourists and nonresident family members will be required to pay 14 days quarantine out of pocket.
- Any member of the federal government or U.S. Armed Forces to include dependents traveling to Guam on official orders will be required to pay out of pocket.

traveling to Guam on official orders will be required to pay out of pocket.					
Occupied Room Rate Unoccupied Holding (Reserve) Room Rate	\$ NO QUOTE" \$				
OPTION 2  - Lease the entire facility. Holding fee will be paid for unutilized than the room rate to include meals and laundry services.	i rooms at a rate less				
Occupied Room Rate	\$				
Unoccupied Holding (Reserve) Room Rate	\$				
*************************************	**********************				
2. HOTEL ISOLATION FACILITY. Isolation of asymptomatic CO future isolation operations, will require $36\pm11$ rooms for surge.	VID-19 positive patients. For				
OPTION 1  - Open purchase order. Holding fee will be paid for unutilized r than the room rate to include meals, laundry services and dec	ooms at a rate less contamination services.				
Occupied Room Rate	\$				
Unoccupied Holding (Reserve) Room Rate	\$				

<ul> <li>- Lease all rooms on a single hotel floor. Holding fee will be at a rate less than the room rate to include meals, laundry s decontamination services.</li> </ul>	paid for unutilized rooms services, and
Occupied Room Rate	\$\
Unoccupied Holding (Reserve) Room Rate	\$NO QUOTE
OPTION 3  - Is to combine the Quarantine Facility and Isolation Facility in dedicated floors and/or wings. Create zones within the facility hospital. Site would require DPHSS and GMH assessment Occupied Room Rate  Unoccupied Holding (Reserve) Room Rate  ***********************************	ity similar to a to determine feasibility.  \$
Occupied Room Rate	s_100/room
Unoccupied Holding (Reserve) Room Rate	<u>\$ 100/room</u> \$ 100/room
<del>*************************************</del>	********
NOTE PREFERENCE: To secure one (1) facility with multiple verbatents, Quarantined Individuals, and Medical Staff.  Quarantine Facility — From Floor to Wing  Isolation Facility — From Floor to Wing  Medical Staff Lodging — From Floor to Wing	vings to house Isolation
Hotel rooms must include daily cleaning supplies (i.e. disinfe toilet cleaner, and two (2) rags).	ctant spray, toilet brush,

All correspondences for this RFQ must reference the Requisition Number. Please send any correspondences to gsaprocurement@gsadoa.guam.gov

BUYER

# PLEASE RESPOND **BACK WITH QUOTE OR** NO QUOTE SIYU'US MA'ASE

**EXHIBIT 5** Page 003

## REQUEST FOR QUOTATION

	_ •	GSA							
T	ELEPHONE: 475-1713 FAX NO.: 475-1727	7							
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: · !	to an index number of interest to the s	r. RE	Asonnta	3-3			Į -	5/12/2020	
<u> </u>	VENDOR: WYNDHAM GARDEN GUAM	ī	PLEASE	FURN	SH P	RICE QUOTE	E. DELTVE	TY TIME	
-	WOO11287 SENTRY HOSPITALITY CORP.	i							
Ì	240 YPAO ROAD	i	AND TERMS BASED ON F.O.B. DESTINATION FOR   THE ITEMS LISTED BELOW. PLEASE RESPOND BY						
Į	TAMUNING, GU 96913	i	THE ABOVE DATE.						
1	adecaastro@wgguam.com	i							
1	Phone (671) 646-3060 Fax (671) 646-305	59							
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All correspondences for this RFQ must reference the Requisition Number. Please send any correspondences to gsaprocurement@gsadoa.guam.gov

: Cruz, Anita T

BUYER

# PLEASE RESPOND BACK WITH QUOTE OR NO QUOTE SIYU'US MA'ASE

## REQUEST FOR QUOTATION

- GSA

TELEPHONE: 475-1713 FAX NO.:	475-1727						
Please respond as soon possible but no later than: 5/15/2020				20028	0164	•	te: /12/2020
VENDOR: WYNDHAM GARDEN GUA   W0011287 SENTRY HOSPITALITY   240 YPAO ROAD   TAMUNING, GU 96913   ndecaastro@wgguam.com   Phone (671) 646-3060 Fax (671	CORP.	AND TE	rms b Ims l	ASED (	ON F.O.B.	E, DELIVER DESTINATI LEASE RESE	ON FOR
	Aroi L7	Quote I			i	e Number: 7 - 4764	
** Delivery Date Required:	under penalty of perjury, I certify that the						
! ! !	facts stated Signature		are t	rue.	Da	te: 5/15/	2020
1. Offering Recycle Products   2. Offering Biodegradable Pro   Please separate your offer of   from regular products.	ducts ( ) YES	S (T) NO	iodeg	radab	le produc	ts	
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  ITEM  DESCRIPTION - OR EQUAL 		1	QTY	MOU	UNIT PRICE	TOTAL   PRICE 	AVAILA-  BILITY
QUARANTINE FACILTY" FOR I    14 DAY MANADATORY QUARANT    FOR ALL ARRIVING PASSENGE    FROM A COVID-19 AFFECTED    TO CONTINUE QUARANTINE    OPERATIONS	INE R	 					
SEE ATTACHMENTS    1. SPECIFICATION    2. TERMS AND CONDITIONS		1					1

EXHIBIT 5
Page 004

All correspondences for this RFQ must reference the Requisition Number. Please send any correspondences to gsaprocurement@gsadoa.guam.gov

: Cruz, Anita T

BUYER

# PLEASE RESPOND BACK WITH QUOTE OR NO QUOTE SIYU'US MA'ASE

# REQUEST FOR QUOTATION

- GSA

TELEPHONE: 475-1713 FAX NO.: 475-1727							
Please respond as soon possible   Requisition Number: Q200280164   but no later than: 5/15/2020   RFQ #: RFQ20001593							
W0011287 SENTRY HOSPITALITY CORP.   AND   240 YPAO ROAD   THE	ASE FURNISH PI TERMS BASED ( ITEMS LISTED ABOVE DATE.	ON F.O.B.	DESTINATI	ON FOR			
	te Date: 5/15/2020	i	e Number:	<i>*</i>			
** Delivery Date Required:   The party making   5/18/2020   said bidder agree   ** Delivery Date Offered:   compliance with :	the foregoings, that they fitle 5 G.C.A	g bid is are full . Chapter	y aware ar 5 - 5801	nd that nd is in and 5802			
Wage Determination, and that the attached is the most recent issued by U.S. D.O.L. for the positions require to implement the required service as per the following specification.    Therefore, under penalty of perjury, I certify that the facts stated above are true.   Signature   Date: (-/15/2020)							
1. Offering Recycle Products ()YES () NO 2. Offering Biodegradable Products () YES () Please separate your offer of recyclable and/or from regular products.  THIS IS NOT			ts				
      ITEM  DESCRIPTION - OR EQUAL 	I I I I	UNIT PRICE	TOTAL   PRICE	AVAILA-			
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### gsaprocurement

From:

valerie.blas@wgguam.com

Sent:

Friday, May 15, 2020 5:06 PM

To:

Anita Cruz

Cc:

gsaprocurement; Sunardi Li

Subject:

RE: REQUEST FOR QUOTE EMERGENCY PROCUREMENT

Hi Anita,

I do apologize, Days Inn for the Isolation is 48 rooms. Wyndham is only 144 rooms.

Valerie Blas

----- Original Message -----

Subject: RE: REQUEST FOR QUOTE EMERGENCY PROCUREMENT

From: Anita Cruz <Anita.Cruz@gsadoa.guam.gov>

Date: Fri, May 15, 2020 5:02 pm

To: "'valerie.blas@wgguam.com'" <valerie.blas@wgguam.com>

Cc: gsaprocurement < gsaprocurement@gsadoa.guam.gov >, 'Sunardi Li'

<sli@wgguam.com>

Hi Valerie

So for the Isolation I believe you mention that you had 48? So it is 144 and it is at Wyndham?

From: valerie.blas@wgguam.com <valerie.blas@wgguam.com>

**Sent:** Friday, May 15, 2020 4:51 PM

To: Anita Cruz < Anita.Cruz@gsadoa.guam.gov >

Cc: gsaprocurement < gsaprocurement@gsadoa.guam.gov >; 'Sunardi Li'

<<u>sli@wqquam.com</u>>

Subject: RE: REQUEST FOR QUOTE EMERGENCY PROCUREMENT

Hafa Adai Mrs. Cruz,

Thank you for clarifying our quotation. Please see our responses in red.

Please note that Wyndham Garden Guam is a maximum of 144 rooms. Although we have bid for both quarantine and medical staff RFQ's, we can only house one or the other in the 144 rooms.

If there are any other inquiries you may have, please feel free to email or call at 483-3092.

Sincerely, Valerie Blas

From: Anita Cruz < Anita. Cruz@qsadoa.quam.gov > **Sent:** Friday, May 15, 2020 4:49 PM To: 'valerie.blas@wgguam.com' <<u>valerie.blas@wgguam.com</u>> Cc: gsaprocurement < gsaprocurement@gsadoa.guam.gov >; Anita Cruz <<u>Anita.Cruz@qsadoa.quam.qov</u>> Subject: RE: REQUEST FOR QUOTE EMERGENCY PROCUREMENT Importance: High Hello Valerie Just needed clarification on Wyndham Gardens offer 1. Quarantine Facility - how many rooms is being offered. Rooms being Offered: 2. Quarantine Facility – Is the offer of \$110.00 (1 person) +  $$30.00 (2^{nd} person)$ , + \$30.00(3<sup>rd</sup> person) Clarification is the  $2^{nd}$  and  $3^{rd}$  person on top of the \$110.00 (1 person) = \$170.00 [ x ] Yes, \$170.00 for 3 persons [ ] No, \_\_ 3. Hotel Isolation Facility - How many rooms is being offered. Rooms being Offered: 48 - Days Inn 4. Medical Staff Lodging - How many rooms is being offered. Rooms being Offered: 144 For the Occupied Room Rate - Clarification on the price offered. The \$75.00 (2 pax) / \$99.00 (1 pax with meals) - Clarification is the \$75.00 for 2 persons with [ $\times$ ] No, \$75 is room rate only for 2 people, no meals. Should you wish for meals it is \$99 for 1 person with meals (+ \$30 for a 2<sup>nd</sup> person with meals). Your quick response will be greatly appreciate. I will be standing by for your

[ ] Yes, \$75.00 for 2 persons with meals

response.

Anita

From: valerie.blas@wqquam.com <valerie.blas@wqquam.com>

**Sent:** Friday, May 15, 2020 3:10 PM

To: gsaprocurement < gsaprocurement@gsadoa.guam.gov >

Cc: 'Sunardi Li' < sli@wqquam.com >; Anita Cruz



# PURCHASE ORDER

GENERAL SERVICES AGENCY DEPARTMENT OF ADMINISTRATION GOVERNMENT OF GUAM

> 148 Route 1 Marine Drive Pili Guam 96925

TRAN CODE

THIS PURCHASE ORDER NUMBER No. P206E09311

MUST APPEAR ON ALL INVOICES PACKAGES RESPONDENCE FIG.

ON SINCE BOL PAIR TORICL 5/16/2020 028020025230

DOCUMENT NUMBER

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APPROPRIY

TO: WYNTHAM CARTEN GUAM SENIRY HOSFIFALITY CORF.

THE PARKS ALMOS

240 YPAO ROAD TAMUNING, GU 96913

Telephone: 671 646-3060 Fax: 671 646-3059 Email: NDETAASTRUSWGGUAM.COM

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GOVERNORS OFFICE P.O. BOX 2950

HAGATMA, GU 96930-6000

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COVID-19 MANDATORY QUARANTINE

SEE BELOW

UNIT PRICE

**VENDOR** 

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THE GOVERNMENT OF GUAM WILL NOT BE RESPONSIBLE FOR 'UNAUTHORIZED' PURCHASES OR SERVICES. Note: Amounts due this Purchase Order may be off set for monies due the of Guam inclusive of but not limit#d to taxes, fees, and returned checks other damages, penalties, and Attorney's fees, after failure to pay To be coordinated between the agenty and version

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SPECIAL INSTRUCTION 5 TO VENDOR

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Chief Procurementa@ificer

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SIGNATURE

Digitally Approved on: 5/16/2020



## PURCHASE ORDER

GENERAL SERVICES AGENCY DEPARTMENT OF ADMINISTRATION GOVERNMENT OF GUAM

> 148 Roule 1 Marine Drive Pili Guam 96925

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THIS PURCHASE CIRDLE NUMBER

No. P206E093...

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E N D O R !TO:

WYNTHAM GAPTEN GUAM SENTRY HOSPITALLTY COPE.

240 YPAO ROAD

TAMUNING, GU 96913

Telephone: 671 646-3060 Fax: 671 646-3659

AN SPICE I CONTA IT FEITH MA

Email: NDECAASTRO@WGGUAM.COM

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AMOUNT

P.O. BOX 2450

HAGATNA, 60 96932-0004

COVIL-19 MANDATORY QUARANTINE

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Government plus for accordingly;

ALL LATE DELIVERIES AND ATCEPTANCES ARE SUBJECT TO THE LIQUIDATED DAMAGES CLAUSE IN SECTION

SPECIAL INSTRUCTION 5 TO VENDOR

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Digitally Approved on: 5/16/2020



**GENERAL SERVICES AGENCY** DEPARTMENT OF ADMINISTRATION GOVERNMENT OF GUAM

> 148 Route 1 Marino Drive Pill Guam 95925

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THIS PURCIPASE ORDER NUMBER

No. P206E003\_\_

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()AIF ON STGITO BOLL 5/16/2523 -02802972523**0** 

DOCUMENT NUMBER

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ALTHOUGHY

TO:

WYNERAM CAPTEN STAM

SENTRY HOSPITALITY COPE. 240 YEAR BOAD

TAMUNING, BU 36913

Telephone: 671 646-3060 Fax: 671 646-3659

Email: NDEJAASTRUBWGGUAM.COM

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**VENDOR** 

GOVERNORS SPRITE F.O. BOX 2951

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THE GOVERNMENT OF GUAM WILL NOT BE RESPONSIBLE FOR 'UNAUTHORIZED' FURCHASES OR SERVICES. Note: Amounts due this Purchase Order may be off set for monies due the of Guam inclusive of but not limited to taxes, fees, and returned onecks other damages, penalties, and Attorney's fees, after failure to pay To be coordinated between the agency and vendo

Government plus for accordingly;

ALL LATE DELIVERIES AND ACCEPTANCES ARE SUBJECT TO THE LIQUIDATED DAMAGES CLAUSE IN SECTION

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CONTRACTOR PLEASE SUPPLY PROMPTLY THE ABOVE ARTICLES OR SERVICES ALL CORRESPONDENCE PERTAINING TO THIS ORDER INCLUDING INVOICES, SHIPPING DOCUMENTS AND PACKAGES MUST BEAR THE PURCHASE ORDER NUMBER SHOWN ABOVE SEE REVERSE SIDE FOR PURCHASE ORDER TERMS AND CONDITIONS

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Claudia Name Acidalle

Chief Procurementa@fficer

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Digitally Approved on: 5/16/2020

**EXHIBIT 5** Page 010



GENERAL SERVICES AGENCY DEPARTMENT OF ADMINISTRATION GOVERNMENT OF GUAM

> 148 Route 1 Morino Drive Piti Guam 96925

> > VENDOR

W17512207

SEE BELOW

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THIS PURCHASE ORDER NUMBER

No. P206E093\_\_

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ORICL 5/16/2020 02802002525d

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TO: WYDTHAM GARTED STAM SENIPY HOSPITALITY CORF. 240 YPAG ROAD TAMUNING, 30 26913

Telephone: 671 646-3060 Fax: 671 646-3659

Email: NDECAASTROBWGGUAM.COM |検索 TRETATE COME 摩塞 COMPACTALL

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SPECIAL INSTRUCTION 5 TO VENDOR

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CONTRACTOR PLEASE SUPPLY PROMPTLY THE ABOVE ARTICLES OR SERVICES ALL CORRESPONDENCE PERTAINING TO THIS ORDER INCLUDING INVOICES, SHIPPING DOCUMENTS AND PACHAGES MUST BEAR THE PURCHASE ORDER NUMBER SHOWN ABOVE SEE REVERSE SIDE FOR PUBCHASE ORDER TERMS AND CONDITIONS

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Chief Procurement, Afficer

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Digitally Approved on: 5/16/2020 **EXHIBIT 5** 

**Page 011** 

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S RUS ROLA COLL EXCERNMENT OFFICE



GENERAL SERVICES AGENCY DEPARTMENT OF ADMINISTRATION GOVERNMENT OF GUAM

> 148 Route 1 Marine Drive Piti. Guam 96925

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THIS PURCHASE DIRDER NUMBER No. P206E003\_\_

MAST APTEAR ON ALL INVOICES PACKING SUPS PACKAGES BE CORRESPONDENCE FIX

JOB ORDER NO OBJET 5/16/2024 028020/25294

D O R TO: WYDTHAM CAPTEN STAM SENTRY HOSFITALLIY CORF.

240 YEAO ROAD

TAMUNING, 30 sés13

Telephone: 671 646-3660 Fax: 671 646-3659

Email: NLETAASTROGWAGGUAM.COM

COTTA ALE DEPUBLICATA MADEIRO **VENDOR W1911164** GOVERNORS OFFICE H

P.G. BOX 1950

HAGATNA, RT 96932-0000

COVID 19 MANDATORY QUARANTINE

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- o. Laiking list must accompany each shipment, shiking our order number, description and part/ Sectial turber for each step.
- 4. Chipments must be identified as "SAPTIRI" to "C'MEIETE".
- 9. Material is subject to ruyer's inspection and approval within a reasonable time after delivery, if appoints are not retypaterful shall be returned at seller's expense.
- 6. In connection with any prompt payment disacting offered, time will be complited from date of delivery and appoptance at destination, by from the date the correct involve or voucher is received in the office specified by the Sovernment of Suam, if the latter is later than date of belivery and assemblasce. Farment is detect to be made, for the purpose of earning discount, on the date of the mailing of the check.
- 17. Evershipments, unless specifically authorized, will not be accepted.
- 4. In connection with bid awards and contracts, this purchase order shall be governed by the Special Provisions and Bid General Terms and Conditions as specified.

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Digitally Approved on: 5/16/2020

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GENERAL SERVICES AGENCY DEPARTMENT OF ADMINISTRATION GOVERNMENT OF GUAM

> 148 Route 1 Marine Drive Pill Guam 96925

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GOVERNORS OFFICE

P.O. BOM 2050

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TO: WYNTHAM GAPTEN GUAM SENIPY HOSPITALITY COPE. 146 YEAR BOAD IAMUNING, GU 96913

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Telephone: 671 646-3069 Fax: 671 646-3659 Email: NLECAASTRO9WGGDAM.COM

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Control No.

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Digitally Approved on: 5/16/2020

### **Anita Cruz**

From:

Anita Cruz

Sent:

Friday, May 15, 2020 9:53 AM

To:

'guestservices@wgguam.com'

Cc:

gsaprocurement; Anita Cruz

Subject:

REQUEST FOR QUOTE EMERGENCY PROCUREMENT

Attachments:

Q200280164 - RFQ20001593 - To WYNDHAM GARDEN GUAM - Assigned to GSACRUZA - 5-15-2020 9 31 58 AM.pdf; REQ - Requisition Supporting Documents for Requisition Q200280164 - ATTACHMENT TO RFQ - SPECIFICATION AND TERMS

CONDITIONS.pdf

PLEASE RESPOND TO THE REQUEST FOR QUOTE WITH A "QUOTE" OR "NO QUOTE". THIS IS AN EMERGENCY PROCUREMENT RESPONSE IS REQUIRED BY 3:00 pm MAY 15, 2020. THANK YOU FOR YOUR ATTENTION

Anita T. Cruz Buyer Supervisor II





Anita Cruz General Services Agency (GSA) 148 Route 1 Marine Corps Drive Piti, Guam 96915

Tel: 475-1713 / Fax: 475-1727

Re: Requisition # Q200280164, RFQ 20001593 - Q20-0280-164

On behalf of the Sentry Hospitality Corporation, doing business as Wyndham Garden Guam and Days Inn, we are submitting the following quotation in reference to the following RFQ's received Friday, May 15, 2020:

- Q20-0280-164 Quarantine Facilities
- Q20-0280-165 Isolation Facilities
- Q20-0280-166 Medical Staff Lodging

#### Q20-0280-164 Quarantine Facilities

Wyndham Garden Guam can supply 144 fully furnished guest rooms with kitchenette and an occupancy of up to three guests per room with 24-hour front desk support. We are submitting the following for Quarantine Facilities at the Wyndham Garden Guam:

### Option 1

### Occupied Room Rate:

\$110 for 1 person (additional \$30 for 2<sup>nd</sup> person, and +\$30 for 3<sup>rd</sup> person), per night

Inclusive of the following:

- Three nutritious daily boxed meals (with tailored meals meeting dietary or special requirements).
- Fresh linen services (bed sheets and towels) delivered to guest room once a week.
- Personal laundry service of up to 10 pounds per person, per week.
- Daily cleaning supplies (disinfectant spray, toilet brush, toilet cleaner, two rags). Vacuum and other reasonable cleaning necessities upon request.
- Decontamination of guest rooms upon check-out of a positive tested Coronavirus quarantine guest.

#### Unoccupied Holding (Reserve) Room Rate:

\$65 per night

### Option 2

The same rates as Option 1 applies for Occupied and Unoccupied rooms with a guarantee of 144 rooms nightly.

1 RFQ Sentry Hospitality

#### Q20-0280-166 Medical Staff Lodging

Wyndham Garden Guam can supply 144 fully furnished guest rooms with kitchenette and an occupancy of up to two guests per room with 24-hour front desk support. Facilities also include a 24-hour fitness center, coin operated laundry room, pool and outdoor relaxation areas. We are submitting the following for Medical Staff Lodging at the Wyndham Garden Guam:

#### Occupied Room Rate:

\$75 per night (up to 2 pax) \$99 per night with 3 meals a day for 1 person (+\$30 for 2<sup>nd</sup> person)

#### Unoccupied Holding (Reserve) Room Rate:

\$65 per night

Above rates are subject to the conditions below based on the Specifications set forth in accordance to RFQ20001593:

#### Conditions:

- All rooms are fully furnished with a kitchenette that includes microwave, marble counter top with sink, refrigerator and hot pot; flat screen tv with cable, dining area, complimentary local calls, and individual air conditioning units per room for guest safety.
- 2. Maximum 3 people (adults or child) on existing bedding in Quarantine Facilities and maximum 2 adults in the Medical Staff Lodging.
- 3. Bottle water/beverages is not provided as part of the meals or in the rooms and not included in this quotation.
- 4. Standard hotel Wi-Fi and local calls are included at no cost for each guest room.
- 5. In the event of a positive tested guest, the guest room will be vacated for 7 to 10 days in accordance with CDC guidelines for decontamination and cleaning before a new guest is placed. The 7-10 days will be charged under the Unoccupied Holding (Reserve) Room Rate. This will ensure the room is properly decontaminated and sanitized prior to the next usage.
- 6. Clean linen and towels will be provided once a week for either Quarantine or Medical contracts.
- 7. Under Option 1 for Quarantine Facilities, all "out of pocket", guests placed by the government (regardless of residency, employment status, federal government, U.S. Armed Forces or dependents, or the like) will be billed directly to GSA. GSA will receive "out of pocket" payment by self-paying guests directly.
- 8. Hotel Occupancy Tax and Business Privilege Tax will be added on top of the hotel's quotation unless the RFQ awardee is exempt from such taxes.

2 RFQ Sentry Hospitality

#### Q20-0280-165 Isolation Facilities

Days Inn can provide 48 individual guest rooms with queen, king or two double queens for a maximum occupancy of 4 people in a room, providing the perfect accommodation for families. We are providing the following quotation for Days Inn for the lease of the entire facility of 48 rooms for positive guest placement.

#### Occupied Room Rate:

\$125 for 1 person (additional \$30 for  $2^{nd}$  person, +\$30 for  $3^{rd}$  person, and +\$30 for  $4^{th}$  person), per night

Inclusive of the following:

- Three nutritious daily boxed meals (with tailored meals meeting dietary or special requirements).
- Fresh linen services (bed sheets and towels) delivered to guest room once a week.
- Personal laundry service of up to 10 pounds per person, per week.
- Daily cleaning supplies (disinfectant spray, toilet brush, toilet cleaner, two rags). Vacuum and other reasonable cleaning necessities upon request.
- Decontamination of guest rooms upon check-out of a positive tested Coronavirus quarantine guest.

## Unoccupied Holding (Reserve) Room Rate:

\$69 per night

Above rates for Days Inn Isolation Facilities are subject to the conditions below based on the Specifications set forth in accordance to RFQ20001593:

#### Conditions:

- 1. Due to the nature of the guests, all 48 rooms will need to be leased on a nightly basis.
- 2. All rooms are fully furnished with either a king, queen or 2 queen beds, microwave, refrigerator, flat screen tv with cable, balcony for fresh air, complimentary local calls, and individual air conditioning units per room for guest safety.
- 3. Maximum 4 people (adults or child) on existing bedding.
- 4. Bottle water/beverages is not provided as part of the meals or in the rooms and not included in this quotation.
- 5. Standard hotel Wi-Fi and local calls are included at no cost for each guest room.
- 6. After guest checks out, the guest room will be vacated for 7 to 10 days in accordance with CDC guidelines for decontamination and cleaning before a new guest is placed. The 7-10 days will be charged under the Unoccupied Holding (Reserve) Room Rate. This will ensure the room is properly decontaminated and sanitized prior to the next usage.
- 7. Hotel Occupancy Tax and Business Privilege Tax will be added on top of the hotel's quotation unless the RFQ awardee is exempt from such taxes.

Our family of hotels, the Wyndham Garden Guam and Days Inn, have been working tirelessly since day one in support of the efforts to mitigate the Novel Coronavirus Covid-19 from spreading throughout Guam. It was not easy to adjust to the needs of this unprecedent pandemic, but we were able to successfully set benchmarks for housing quarantine guests, which were then used as guidelines to quarantining the U.S.S. Theodore Roosevelt at other island hotels. Plus, we know it is not easy for guests to be quarantined and have taken the initiative to cheer them up with weekly care packages throughout their stay from donuts, Infusion Coffee, pizza, snacks and more. Medical staff also received sweet treats

3 RFQ Sentry Hospitality

### gsaprocurement

From:

Anita Cruz

Sent:

Friday, May 15, 2020 10:01 AM 'MARIA.BARRETTO@BCCNMI.COM'

To: Cc:

gsaprocurement; Anita Cruz

Subject:

REQUEST FOR QUOTE EMERGENCY PROCUREMENT

Attachments:

Q200280164 - RFQ20001593 - To PERLAS COURTE HOMEOWNERS ASSN. - Assigned to GSACRUZA - 5-15-2020 9 58 45 AM.pdf; REQ - Requisition Supporting Documents for Requisition Q200280164 - ATTACHMENT TO RFQ - SPECIFICATION AND TERMS

CONDITIONS.pdf

REQUEST FOR QUOTE FOR EMERGENCY PROCUREMENT. PLEASE REPLY WITH A "QUOTE" OR A "NO QUOTE". YOUR RESPONSE IS NEEDED BY 3:00 PM, MAY 15, 2020. THANK YOU

Anita T. Cruz Buyer Supervisor II





along with heart felt messages that we collected from students and our employee kids to show our appreciation for their heroic deeds.

We are highly confident in our ability to maintain government safety standards while meeting the quarantine, medical or isolation requirements. The safety of our island community is our utmost priority.

We trust our quotation meets your needs for isolation at Days Inn and Quarantine or Medical Facilities at Wyndham Garden Guam. Should you have any questions or would like to inspect our facilities, please contact me or Valerie Blas at 483-3092 or Valerie.blas@wgguam.com. Thank you for your consideration, we look forward to your reply.

Sincerely,

Sunardi Li President

Sentry Hospitality Corporation, dba:

Cell: 777-4764

Email: sli@wgguam.com

Wyndham Garden Guam 240 Ypao Road Tamuning, Guam 96913

Tel: 646-3060 / Fax: 646-3059

Days Inn 155 Ypao Road

Tamuning, Guam 96913

Tel: 646-3297 / Fax: 646-3298

All correspondences for this RFQ must reference the Requisition Number. Please send any correspondences to gsaprocurement@gsadoa.guam.gov

# PLEASE RESPOND BACK WITH QUOTE OR NO QUOTE SIYU'US MA'ASE

REQUEST FOR QUOTATION

NO QUOTE

BUYER : Cruz, Anita T - GSA TELEPHONE: 475-1713 . FAX NO.: 475-1727

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All correspondences for this RFQ must reference the Requisition Number. Please send any correspondences to gsaprocurement@gsadoa.guam.gov

PLEASE RESPOND BACK WITH QUOTE OR NO QUOTE SIYU'US MA'ASE

# REQUEST FOR QUOTATION

BUYER : Cruz, Anita T - G5A TELEPHONE: 475-1713 FAX NO.: 475-1727

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All correspondences for this RFQ must reference the Requisition Number. Please send any correspondences to gsaprocurement@gsadoa.guam.gov

# PLEASE RESPOND BACK WITH QUOTE OR NO QUOTE SIYU'US MA'ASE

### REQUEST FOR QUOTATION

BUYER : Cruz, Anita T - GSA TELEPHONE: 475-1713 FAX NO.: 475-1727

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must reference the Requisition Number.
Please send any correspondences to
gsaprocurement@gsadoa.guam.gov

# BACK WITH QUOTE OR NO QUOTE SI YU'US MA'ASE

REQUEST FOR QUOTATION

BUYER : Cruz, Anita T - GSA TELEPHONE: 475-1713 FAX NO.: 475-1727 Please respond as soon possible Requisition Number: Q200280164 | Date: | but no later than: 5/15/2020 | RFQ #: RFQ20001593 5/12/2020; PERLAS COURTE HOMEOWNERS ASSN. | PLEASE FURNISH PRICE QUOTE, DELIVERY TIME P0097932 AND THE OFFICE OF THE ATTORNEY! AND TERMS BASED ON F.O.B. DESTINATION FOR GENERAL, 287 WEST C'BRIEN DR. | THE ITEMS LISTED BELOW. PLEASE RESPOND BY HAGAINA, GU 96910 ! THE ABOVE DATE. Phone (671) 646-7257 Fax (671) 646-7257 Quoted by Print/Signature: Quote Date: | Phone Number: \*\* Delivery Date Required: The party making the foregoing bid is genuine and that said bidder agrees, that they are fully aware and is in ! \*\* Delivery Date Offered: | compliance with Title 5 G.C.A. Chapter 5 - 5501 and 5502| Wage Determination, and that the attached is the most Terms: i recent issued by U.S. D.C.E. for the positions required : to implement the required service as per the following Prices good for: Days | specification. ] Therefore, under penalty of perjury, I certify that the { facts stated above are true. | Signature Date: 1. Offering Recycle Products ( ) YES ( ) NO | 2. Offering Blodegradable Products ( ) YES ( ) MO Please separate your offer of recyclable and/or biodegradable products from regular products. THIS I 5 NOT A N ORDER UNIT TOTAL | AVAILA-(ITEM) DESCRIPTION - OR EQUAL QTY |UOM| PRICE PRICE BILITY 1 | BLANKET PURCHASE AGREEMENT DRAWN ON AS NEEDED BASIS IN RESPONSE TO THE GOVERNMENT OF GUAM REACHING OUT TO OWNERS AND CPERATORS OF VAROUS REAL ESTATE FACILITIES IN ORDER TO UTILIZE AND REPURPOSE SUCH FACILITIES FOR COVIS-19 MANAGEMENT AND TREATMENT FACILITIES SUCH AS "HOTEL

> EXHIBIT 6 Page 006

Must reference the Requisition Number.
Please send any correspondences to gsaprocurement@gsadoa.guam.gov

# BACK WITH QUOTE OR NO QUOTE SI YU'US MA'ASF

### REQUEST FOR QUOTATION

BUYER : Cruz, Anita T - GSA TELEPHONE: 475-1718 FAX NO.: 475-1727 | Please respond as soon possible | Requisition Number: Q200250164 Date: but no later than: 5/15/2020 | RFQ #: RFQ20001593 5/12/20201 VENDOR: PERLAS COURTE HOMEOWNERS ASSN. | PLEASE FURNISH PRICE QUOTE, DELIVERY TIME AND THE OFFICE OF THE ATTORNEY; AND TERMS BASED ON F.O.B. DESTINATION FOR P0097932 GENERAL, 257 WEST C'BRIEN DR. | THE ITEMS LISTED BELCW. PLEASE RESPOND BY HAGAINA, GU 96910 | THE ABOVE DATE. Phone (671) 646-7257 Fax (671) 646-7257 Quoted by Print/Signature: | Quote Date: Phone Number: \*\* Delivery Date Required: The party making the foregoing bid is genuine and that said bidder agrees, that they are fully aware and is in ) \*\* Delivery Date Offered: 4 compliance with Title 5 G.C.A. Chapter 5 - 5801 and 5802| Wage Determination, and that the attached is the most Terms: ; recent issued by U.S. D.C.L. for the positions required | to implement the required service as per the following Prices good for: Days | specification. | Therefore, under penalty of perjury, I certify that the facts stated above are true. ↓ Signature Date: 1. Offering Recycle Products ( ) YES ( ) NO ; 2. Offering Biodegradable Products ( ) YES ( ) NO | Please separate your offer of recyclable and/or biodegradable products from regular products. THIS I S NOT AN ORDER UNIT TOTAL | AVAILA- | | ITEM | DESCRIPTION - OR EQUAL | QIY |UOM| PRICE PRICE BILITY QUARANTINE FACILTY" FOR THE 114 DAY MANADATORY QUARANTINE FOR ALL ARRIVING PASSENGER FROM A COVID-19 AFFECTED AREA. ITO CONTENUE QUARANTINE OPERATIONS ISEE ATTACHMENTS 11. SPECIFICATION 12. TERMS AND CONDITIONS

EXHIBIT 6
Page 007

must reference the Requisition Number.
Please send any correspondences to
gsaprocurement@gsadoa.guam.gov

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### REQUEST FOR QUOTATION

BUYER : Cruz, Anita T TELEPHONE: 475-1718 FAX NO.	- GSA : 475-1727				
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PAGE 1 OF 4

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Chief Procurement Officer

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Lourdes A. Leon Guerrero Governor **GSA** 

### GENERAL SERVICES AGENCY (Ahensian Setbision Hinirat)

Government of Guam

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

Edward M. Birn Director, DOA Edith C. Pangelinan Deputy Director, DOA

Joshua F. Tenorio

Lt Governor

5/27/2020 ISSUE DATE

VENUOR: PERLAS COURTE HOMEOWNERS ASSN.
AND THE OFFICE OF THE ATTORNEY
GENERAL, 297 WEST O'BRIEN DR.
HAGATNA, GO 96910

Amendment No.: 2020000301

VENDOR NO.: P0097932 PHONE: 671 646-7257 FAX: 671 646-7257 EMAIL:

SUBJECT: Purchase Order No. P206E06334 Dated 5/25/2020 Document No. Q200280182

In reference to the above subject matter, please take the following action(s) upon receipt of this Pro Forma letter. (X) marked in the box opposite the action, is/are the actions to be taken:

- ( ) Cancel in its entirety
- ( ) The substitute item(s) is/are acceptable, proceed with the shipment
- ( ) Cancel the balance and consider the order complete
- ( ) Please ship VIA; A.P.P., Ocean Freight, P.P., Book Fost
- ( X ) Others: (as stated below)

CANCEL IN ITS ENTIRETY DUE TO WRONG VENDOR HAME AND NUMBER

\*\* NOTE: AMENDMENT CHANGES P/O VALUE. \*\*
Your immediate action in this matter is requested.

Sincerely yours

Claudia S. Adfalle Chief Producement Officer

DOA 273
Please fax or email back to GSA
ACKNOWLEDGMENT COPY

Received by:

neceived by Date:

(PLEASE PRINT)

May 25 2020

A LO COMMITTED TO EXCELLENCE

Fax: 671-472-4217

Vendor Name: \_\_\_\_\_\_

Email: gsaprocurement@gsadoa.guam.gov

COMMITTED TO EXCELLENCE

# Statement of Leased Premises and Services to be Performed.

- A. This Agreement ensures Hotel will lease fully furnished hotel rooms with 24 hours supervision/service for all persons subject to the GHS OCD's quarantine orders to GHS OCD for the entire term of this Agreement and any renewals or extensions thereof.
- B. Hotel shall provide regular linen and towel service for all persons quarantined at the facility. These linens and towels shall be professionally laundered/cleaned per CDC guidelines as they pertain to COVID-19.
- C. Hotel agrees to provide basic house-keeping supplies for all areas of the
- D. Hotel agrees to maintain and promptly address any concerns arising out of the physical facility, including but not limited to, air conditioning units, plumbing issues, and furniture.
  - E. Hotel shall provide quarantined persons with
  - N/A a. Deliver palatable quality food to all quarantined persons at the facility. Food services must meet all applicable federal and local guidelines, laws, and regulations and meet the guidelines prescribed herein.

N/A b. Provide an efficient system whereby occupants receive meals that provide proper nutrition and meet specific dietary needs of individual medical conditions, religious requirements or management plans.

- N/A c. Provide nutritious meals to quarantined person three (3) times a day, seven (7) days a week.
- F. Hotel shall furnish at its own expense, all proper and adequate equipment, materials, labor, personnel, and supplies necessary to provide the Leased Premises and perform the Services in a safe, professional, workmanlike and diligent manner, and shall provide and have available at all times for use by its employees engaged in the performance of such services all safety equipment and appliances needed for maximum protection of its employees and other persons against injuries.

### II. Term of Agreement.

- A. Effective Date. This Agreement shalt be effective starting May 25, 2020 GHS OCD shall not be responsible for any services prior to that date, and HOTEL warrants that no services shall be performed under this Agreement prior to the effective date.
- B. Initial Term. The Initial Term of this Agreement shall begin immediately on the effective date and shall end on <u>August 16</u>, 2020

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D. Decontamination Period. Upon expiration of the Initial Term or any subsequent renewal term (whichever is later), GHSIOCD shall be allowed a decontamination period to last fifteen (15) days, at no cost to GHSIOCD, for the sole purpose of cleaning the facility per CDC guidelines.

### III. Compensation.

- A. Compensation. Compensation for Services: Hotel shall receive compensation based on the following formula: FULLY FURNISHED UTILIZED ROOM PER DAY. (SEE ATTACHED "SPECIFICATION"). ONE HUNDRED & 00/100 DOLLARS PER DAY
- B. Contract Type. This is a Firm Fixed-Price Lease and Related Services Contract. The compensation/price stated herein is not subject to adjustment or increase because of variations in the Hotel's actual cost of performing the work and Services specified in this Agreement. Any price adjustments to this Agreement may only be made in accordance with valid, approved Change Orders pursuant to the Change Orders Clause of this Agreement and the Price Adjustment Clause of this Agreement.
- C. No Compensation Prior to Approval of Agreement. GHS OCD shall not be liable to Hotel for any services performed by Hotel prior to full execution of this Agreement by all parties, and Hotel expressly waives any and all claims for services performed in expectation of this Agreement prior to its full execution.
- D. Final Payment. Final payment shall be made upon satisfactory performance of all services required to be performed by Hotel under this Agreement. Prior to the final payment due Hotel, and as a condition precedent thereto, Hotel shall execute and deliver to GHS OCD a release in form approved by GHS OCD of claims against GHS OCD arising under this Agreement. Hotel expressly waives the provision of Section 82602 of Title 18, Guam Code Annotated, which states:

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

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

### IV. Availability of Funds.

This Agreement is contingent upon the availability of governmental funds. Funds are available for the first fiscal period of this Agreement. The initial source of the funds for this Agreement is local funds. The government of Guam and GHS/OCD shall have no liability under this Agreement to the Hotel or to anyone else beyond the certified funds available for this Agreement.

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Page 2 of 27

### V. Price Adjustment Clause

- A. Price Adjustment Methods. Any adjustment in contract price pursuant to clauses in this Agreement shall be made in one or more of the following ways:
  - 1. by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
  - 2. by unit prices specified in the Offer, Agreement, or subsequently agreed upon;
  - by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the Agreement or subsequently agreed upon;
  - 4. in such other manner as the parties may mutually agree; or
  - 5. in the absence of an agreement between the parties, by a unilateral determination by the Procurement Officer of costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the Procurement Officer in accordance with generally accepted accounting principles and applicable sections under Chapter 7 (Cost Principles) of the Guam Procurement Regulations and subject to the provisions of Article 5, Chapter 5 of 5 GCA (Legal and Contractual Remedies) of the Guam Procurement Law.
- B. Submission of Cost or Pricing Data. The Hotel shall submit cost or pricing data for any price adjustments subject to the provision of Section 3118 (Cost or Pricing Data) of the Guam Procurement Regulations. GHS OCD may require the Hotel to provide invoices, paid bills, or any other proof it deems appropriate to determine compliance with this provision.

### VI. Changes

A. All contract change orders must be approved in writing by the GHS/OCD on a form approved by GHS/OCD to record change orders.

The Procurement Officer with the consent by GHS/OCD at any time, and without notice to the parties, in a signed writing designated or indicated to be a change order, may order:

- (1) changes in the services within the scope of the Agreement; and
- (2) changes in the time for performance of the Agreement that do not alter the scope of the Agreement.

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B. Adjustments of Price or Time for Performance. GHS/OCD reserves the right to increase or decrease any unit priced quantity as may be deemed reasonable or necessary in order to complete the Services contemplated under this Agreement.

If any such change order increases or decreases the Hotel's cost of, or the time required for, performance of any part of the services under this Agreement, whether or not changed by the order, an adjustment shall be made and the Agreement modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Standard Price Adjustment Clause of this Agreement. Failure of the parties to agree to an adjustment shall not excuse a Hotel from proceeding with the Agreement as changed, provided that the government of Guam promptly and duly make such provisional adjustments in payments or time for performance as may be reasonable. By proceeding with the services, the Hotel shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion. All changes must be recorded on a contract change order before they can be included in an application for payment/invoice.

- C. Written Certification. The Hotel shall not perform any change order in excess of \$5,000 unless it bears, or the Hotel has separately received, a written certification, signed by the Procurement Officer CEO or other responsible official that funds are available therefor, and, if acting in good faith, the Hotel may rely upon the validity of such certification.
- D. Time Period for Claim. Within 30 days after receipt of a written change order under Paragraph (I) (Change Order) of this clause, unless such period is extended by the Procurement Officer in writing, the Hotel shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the Hotel's claim unless the government of Guam is prejudiced by the delay in notification.
- E. Claim Barred After Final Payment. No claim by the Hotel for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this Agreement.
- F. Claims Not Barred. In the absence of such a change order, nothing in this clause shall restrict the Hotel's right to pursue a claim arising under the Agreement, if pursued in accordance with the clause entitled Claims Based Upon GHS OCD's Actions or Omissions or for breach of contract.

### VII. Subcontractors

A. Subcontractor. A subcontractor is a person or entity who has a direct contract with the Hotel or a higher tier subcontractor to perform a portion of the Services set forth in this Agreement.

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- B. Award of Subcontracts and Other Contracts for Portions of the Services.
  - 1. Unless otherwise stated in this Agreement, the Hotel, as soon as practicable after execution of this Agreement, shall furnish in writing to GHS/OCD the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Services. GHS OCD may reply within 14 days to the Hotel in writing stating: (1) whether GHS/OCD has reasonable objection to any such proposed person or entity; or (2) that GHS/OCD requires additional time for review. Failure of GHS/OCD to reply within the 14-day period shall constitute notice of no reasonable objection.
  - 2. The Hotel shall not contract with a proposed person or entity to whom GHSIOCD has made reasonable and timely objection. The Hotel shall not be required to contract with anyone to whom the Hotel has made reasonable objection.
  - 3. The Hotel shall not substitute a subcontractor, person or entity previously selected if GHS OCD makes reasonable objection to such substitution.
- C. Subcontractor Relations. By appropriate written agreement the Hotel shall require each subcontractor, to the extent of the Services to be performed by the subcontractor, to be bound to the Hotel by terms of this Agreement, and to assume toward the Hotel all the obligations and responsibilities, including the responsibility for safety of the subcontractor's Services, which the Hotel, by these Documents, assumes toward GHS/OCD. Each subcontract agreement shall preserve and protect the rights of GHS OCD under this Agreement with respect to the Services to be performed by the subcontractor so that subcontracting thereof will not prejudice such rights. Hotel shall have full responsibility under this Agreement, the Offer Documents, conditions, Plans, and Specifications for any subcontracts which the Hotel may let.
- D. Subcontracts. The Hotel or subcontractor shall insert in any subcontracts the clauses set forth in this Agreement, to include a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Hotel shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

### VIII. Suspension of Services

- A. Suspension for Convenience. The Procurement Officer may order the Hotel in writing to suspend, delay, or Interrupt all or any part of the services for such period of time as may be appropriate for the convenience of GHS OCD.
- B. Adjustment of Cost. If the performance of all or any part of the services is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the Procurement Officer in the administration of this Agreement, or by the failure of the Procurement Officer to act within the time specified in this Agreement (or if no time is specified, within reasonable time), an adjustment shall be made for any increase in the cost of performance of this Agreement necessarily caused by such unreasonable suspension, delay, or interruption and the Agreement modified in writing accordingly.

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However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent: (a) that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Hotel; or (b) for which an adjustment is provided for or excluded under any other provision of this Agreement.

- C. Time Restriction on Claim. No claim under this clause shall be allowed: (a) for any costs incurred more than twenty (20) days before the Hotel shall have notified the Procurement Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and (b) Unless the claim is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the Agreement.
- D. Adjustments of Price. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this Agreement.

### IX. Early Termination.

- A. By GHS/OCD. GHS OCD reserves the right to cancel or terminate this Agreement prior to its completion for any reason, including, but not limited to, the following:
- (i) Termination without Cause: GHS OCD may terminate this Agreement, without cause, upon the delivery of written notice to the Hotel at least thirty (30) days prior to the intended date of termination.
- GHS OCD may terminate this Agreement based upon a determination that such termination is in the best interests of the Government of Guam by delivering a written notice of such termination to the Hotel and the effective date of such termination. Circumstances for termination under this clause include but are not limited to Hotel's successful completion of services under this Agreement to the satisfaction of GHS OCD.
- (iii) Termination for Cause Default: If the Hotel refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Procurement Officer may notify the Hotel in writing of the delay or non-performance and if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate the Hotel's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part the Procurement Officer may procure similar supplies or services in a manner and upon terms deemed appropriate by the Procurement Officer. The Hotel shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.



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

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

#### B. By Hotel.

(i) Tennination for Cause: Hotel shall notify GHS OCD in writing of deficiencies or default in the performance of GHS/OCD's duties under this Agreement. GHS/OCD

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

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- D. Preservation of Property. Notwithstanding any termination of this Agreement, and subject to any directions from GHS OCD, the Hotel shall take timely and reasonable and necessary action to protect and preserve the property in the possession of Hotel in which GHS/OCD has an interest.
- E. Additional Provisions. In the event that either party effects an Early Termination, it is expressly provided that GHS OCD may issue a new solicitation with respect to such terminated services. This provision shall not be deemed an admission or waiver of any rights and defense with respect to rights of either Party under this Agreement, including but not limited to, either Parties' rights to assert damages for breach of Agreement.

#### X. Contact Person.

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

### XI. Confidentiality.

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

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

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

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

# XII. Claims Based Upon GUS/OCD's Actions or Omissions

A. Notice of Claim. If any action or omission on the part of GHS OCD or any entity within the government of Guam, requiring performance changes within the scope of the Agreement constitutes the basis for a claim by Hotel for additional compensation, damages, or an extension of time for completion, Hotel shall continue with performance of the Agreement in compliance with the directions or orders of GHS OCD, but by so doing, Hotel shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

- Hotel shall have given written notice to GHS/OCD:
- a) prior to the commencement of the work involved, if at that time, Hotel knows of the occurrence of such action or omission;
- b) within 30 days after Hotel knows of the occurrence of such action or omission, if Hotel did not have such knowledge prior to the commencement of the work; or
  - c) within such further time as may be allowed by the GHS OCD in writing.

This notice shall state that Hotel regards the act or omission as a reason which may entitle Hotel to additional compensation, damages, or an extension of time. The GHS/OCD, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the GHS OCD.

- 2. The notice required by Subparagraph (A) of this Paragraph describes as clearly as practicable at the time the reasons why Hotel believes that additional compensation, damages, or an extension of time may be remedies to which Hotel is entitled; and
- 3. Hotel maintains and, upon request, makes available to the GHS/OCD within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.
- B. Limitations of Clause. Nothing herein contained, however, shall excuse Hotel from compliance with any rules of law precluding any government of Guam officers and any contractors from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Agreement..

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

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

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

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

XVII. Notices. All invoices, reports, correspondence, notices, requests, demands and other communications here under shall be in the English Language, in writing. All notices required to be given under this Agreement by either party to the other may be effected by personal delivery, or by mail (registered or certified, postage, prepaid with return receipt requested). Notices delivered personally shall be deemed communicated as of actual receipt. Mailed notices shall be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first. Notices shall be addressed and delivered to the parties as follows, provided that each party may change the address by giving the other party written notice in accordance with this section:

TO GHS OCD:

GUAM HOMELAND SECURITY OFFICE

OF CIVIL DEFENSE

TO HOTEL:

BRIDGE AINA LE A, LLC 743 CHALAN SAN ANTONIO TAMUNING, GUAM 96913

XVIII. Transmission of Data in Digital Form. If the parties intend to transmit any information or documentation in digital form, they shall establish necessary protocols governing such transmissions, unless otherwise already provided in this Agreement.

XIX. Assignment/Subcontractors. It is expressly acknowledged that Hotel is solely responsible for the fulfillment of its duties and obligations under this Agreement, regardless of whether or not Hotel utilizes one or more subcontractors for such purpose.

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

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

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

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

XXIV. Governing Law and Forum Selection. Except to the extent United States federal law is applicable, the validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of Guam. Hotel expressly recognizes that the Government Claims Act (Title 5 of the Guam Code Annotated, Chapter 6) applies with respect only to claims of money owed by or to the Hotel/Hotel against the Government, if the claim arises out of or in connection with this Agreement. Hotel also expressly recognizes that all other claims by the Hotel. Hotel against the Government are subject to the Guam Procurement Law (Title 5 of the Guam Code Annotated, Chapter 5).

XXV. Consent to Jurisdiction. Hotel hereby expressly consents to the jurisdiction and venue of Guam with respect to any protest or dispute resolution, and the forum of the courts of Guam with respect to any and all claims which may arise by reason of this Agreement, except as otherwise may be provided by Guam Procurement Law. Hotel waives any and all rights it may otherwise have to contest the same or to proceed with any claims arising by reason of this Agreement in a different jurisdiction, forum, or venue.

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#### XXVI. Compliance with Laws.

- A. In General. The Hotel shall comply with all U.S. and Guam laws, statutes, regulations and ordinances applicable to this Agreement. The Hotel represents and warrants that it is fully licensed to do business in Guam to render the services to be provided herein.
- B. Non-Discrimination in Employment. The Hotel agrees: (i) not to unlawfully discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap; (ii) to include a provision similar to that contained in subsection (i) above in any subcontract or assignment agreement except a subcontract for standard commercial supplies or raw materials; and (iii) to post and to cause subcontractors andlor assignees to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

# XXVII. Retention and Access to Records and Audit Review.

The GHSJOCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives must have the right of access to any documents, papers, or other records of the Hotel which are pertinent to the contract, in order to make audits, examinations, excerpts, and transcripts, and to inspect supplies and services and audit records at any Hotel or proposed subcontractor's facility or place of business and perform tests both: prior to award of a contract, to determine responsibility and capability of performing any contract to be awarded under a solicitation, and to determine whether the Hotel's or subcontractor's facilities, supplies, or services conform to solicitation requirements; or after award, to determine whether the awarded contractor is conforming to contract requirements, and its performance is therefore acceptable. This right also includes timely and reasonable access to the Hotel's personnel for the purpose of interview and discussion related to such documents. The Hotel agrees to abide by the following access, audit, and inspection terms:

Access to Records and Retention. The Hotel, including its subcontractors, if any, agrees that it shall maintain and retain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and relative to its cost or pricing data, and shall make such materials available at all reasonable times after submission of its Offer, during any awarded contract term, and for three (3) years from the date of final payment under any awarded contract or for three (3) years from the date that all other pending matters are closed, whichever is later, for inspection in Guam or at any reasonable location designated by the GHS OCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives, unless the Offeror is notified in writing by the Federal Emergency Management Agency, the cognizant agency for audit, the oversight agency for audit, the cognizant agency for indirect costs, or the GHS/OCD to extend the retention period. If any litigation, claim, or audit is started before the expiration of the threeyear period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. Records for real property and equipment acquired with the funds from the awarded contract must be retained for three (3) years after final disposition of the real property and equipment. Each subcontract by the Offeror shall include a provision containing the conditions of this Section for any contract awarded under this solicitation.

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Right to Audit. Hotel shall establish and maintain a reasonable accounting system that enables the GHS OCD or the Federal Emergency Management Agency to readily identify Offeror's assets, expenses, costs of goods, and use of funds. The GHSJOCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to its Offer, the solicitation, or this Agreement, which are kept by or under the control of the Hotel, including, but not limited to those kept by the Hotel, its employees, agents, assigns, successors, and subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including bids of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back-charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Hotel shall, at all times during the term of any awarded contract and for a period of three (3) years after the date of final payment under any awarded contract, maintain such records, together with such supporting or underlying documents and materials.

The Hotel shall at any time requested by GHS/OCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives before, during, or after completion of an awarded contract, and at Hotel's own expense make such records available for inspection and audit (including copies and extracts of records as required) by GHS OCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives Such records shall be made available to GHS OCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives, during normal business hours at the Hotel's office or place of business without prior notice. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for GHS OCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives. Hotel shall ensure GHS OCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives has these rights with Hotel's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Hotel and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Hotel's obligations to GHS OCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives. Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by GHS/OCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives unless certain exemption criteria are met.

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C. Right to Enter and Inspect. GHS/OCD the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives may, at any time, without notice, enter and inspect the Hotel's or subcontractor's facilities, place(s) of business, or any place(s) of performance of this Agreement. The GHS OCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives may enter and inspect any plans, supplies, services, equipment, work and records at these locations which are related to the performance of this Agreement, and may conduct any testing deemed necessary to determine whether the Hotel's or subcontractor's compliance or conformity to the solicitation or contract requirements. Guam may enter and audit the cost or pricing data, books, and records of the Hotel or any subcontractor, and/or investigate in connection with an action to debar or suspend a person from consideration for award of contracts pursuant to § 9102 (Authority to Debar or Suspend) of the Guam Procurement Rules and Regulations.

XXVIII. Program Fraud and False or Fraudulent Statements or Related Acts. Hotel stipulates that Title 5 GCA Chapter 37, the False Claims and Whistle blower Act applies to this Agreement and to all Hotel's actions pertaining to this Agreement. The False Claims and Whistle blower Act was passed as Public Law 34-116, Chapter III, Section 20 (lapsed into law August 24, 2018) and codified at Title 5 GCA Chapter 37.

# XXIX. Government of Guam and GHS/OCD Not Liable.

- A. General Liability. GHS OCD and the government of Guam assume no liability for any accident or injury that may occur to Hotel, its agents, dependents, or personal property while in execution of duties under this Agreement.
- B. Prior Work GHS OCD and the government of Guam shall not be liable to Hotel for any services performed by Hotel prior to the approval of this Agreement by the Procurement Officer and the Hotel hereby expressly waives any and all claims for compensation for acts performed in expectation of this Agreement prior to its approval by the Governor of Guam.
- C. GHS/OCD not Liable. GHS/OCD assumes no liability for any accident, loss, claim, judgment, action or injury that may occur to the Hotel and/or the Hotel's Partner's, officers, directors, agents, servants, subcontractors and/or employees, and or to the personal property of any such person or entity, arising out of the performance of services under this Agreement except to the extent caused or contributed to by the negligent act or omission of GHS/OCD.

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No officer, agent, or employee of GHS OCD shall be liable personally under or by reason of this Agreement or any of its provisions. In addition, GHS OCD assumes no liability for any accident or injury that may occur to Hotel's officers, directors, employees, agents, or dependents while traveling to and from Guam in furtherance of this Agreement.

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

XXXI. Modifications including those Due to Public Welfare, Change in Law or Change in Marketing Conditions.

GHS/OCD shall have the unilateral power to modify the Agreement at any time subject to the written agreement of Hotel. GHS OCD shall have the power to make changes in the Agreement and to impose new rules and regulations on the Hotel under the Agreement relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare or due to a change in law. GHS/OCD shall give the Hotel notice of any proposed change in the Agreement and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Hotel.

In the event GHS OCD materially alters the obligations of the Hotel, or the benefits to GHS OCD, then the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of the Hotel, then the Hotel or GHS OCD shall be entitled to an adjustment in the rates and charges established under the Agreement. Hotel shall be entitled to terminate this Agreement rather than accept modified terms. Nothing contained in the Agreement shall require any party to perform any act or function contrary to law. GHS OCD and the Hotel agree to enter into good faith negotiations regarding modifications to the Agreement, which may be required in order to implement changes in the interest of the public welfare or due to changes in law. When such modifications are made to the Agreement, GHS OCD and the Hotel shall negotiate in good faith a reasonable and appropriate adjustment for any changes in services or other obligations required of the Hotel directly and demonstrably due to any modification in the Agreement under this clause.

XXXII. Non-segregated Facilities. The Hotel must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The Hotel may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The Hotel's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the Hotel's control, where the facilities are segregated.

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The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The Hotel shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

XXXIII. Hotel Employee Benefits, Taxes, and Insurance. Hotel agrees there shall be no government of Guam employee benefits accruing to Hotel under this Agreement, including, but not limited to:

- a) Insurance coverage provided by the GHS OCD;
- b) Participation in the government of Guam retirement system
- c) Accumulation of vacation leave or sick leave;
- and d) Workers Compensation coverage.

A. Status of Hotel. The Hotel and its officers, agents, servants, subcontractors and employees are independent contractors performing Services for GHS OCD and are not employees of either GHS/OCD or the government of Guam. The Hotel and its officers, agents, servants and employees shall not accrue vacation or sick leave, participate in the government of Guam retirement system, insurance coverage, bonding, use of government vehicles or any other benefits accorded to government of Guam employees as a result of this Agreement. Hotel agrees that Hotel and its aforementioned employees, officers, directors, agents, servants, and subcontractors are not and will not become an employee, officer or Board member of GHS/OCD at any time during the duration of this Agreement, and will otherwise comply with the provisions of the Guam Procurement Law regarding ethics in public contracting (Title 5 Guam Code Annotated, Chapter 5, Article 11, and its associated rules and regulations).

Nothing in this Agreement or any action taken under this Agreement shall be deemed or construed in any manner or for any purpose to evidence or establish as between Hotel and GHS/OCD a relationship of partnership, agency, association, joint venture or representative, nor does this Agreement authorize any party to undertake or bind any obligation or responsibility on behalf of the other party. In addition, there shall be no withholding of taxes by GHS/OCD for the Hotel.

B. Tax and Withholding Liability, The Hotel assumes responsibility for its personnel and subcontractors providing services hereunder and will make all deductions and payments for social security and withholding taxes and for contributions to employment compensation funds, employee benefits, or any other payments required by the governments of the United States and Guam, if required. Hotel is responsible for paying when due any and all income taxes, gross receipts taxes or business privilege taxes, or any other taxes or assessments incurred as a result of the services performed by the Hotel and Hotel's employees or agents under this Agreement or the compensation paid to Hotel for services performed under this Agreement, unless Hotel is a non-resident person or entity without a valid Guam Business License, in which case a withholding fee equal to four percent (4%) of the total dollar value of this Agreement will be withheld for the payment of Guam's Business Privilege Tax in accordance with 11 GCA § 71114 (PL 33-166).

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Wage and Benefits Compliance. Hotel warrants it shall comply with all applicable federal and local laws, rules, and regulations regarding the payment of minimum wages and benefits, in particular in accordance with the Wage Determination for Guam issued and promulgated by the U.S. Department of Labor and with Guam Public Law 26-111. Hotel guarantees health and similar benefits for its employees, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, as required by any applicable law. Hotel further guarantees a minimum of ten (10) paid holidays per annum per employee, as required by any applicable law. Hotel assumes all liability for, and hereby indemnifies BSP GCMP from, any violation of any applicable law, rule, or regulation relating to the payment of wages or benefits. In addition, this Agreement contains extension and/or renewal clauses. Therefore, at the time of any extension or renewal adjustments, there shall be a stipulation contained in the extension or renewal document stating that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the extension or renewal date shall apply, as required by any applicable law. Any renewal or extension to which this provision applies shall also contain provisions mandating health and similar benefits for employees, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee, as required by any applicable law.

XXXIV. Equal Employment Opportunity Compliance. The Hotel and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633. The Hotel and all subcontractors must also comply with the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b).

A. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the Hotel's project activities under this Agreement.

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The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this Agreement. In the execution of this Agreement, the Hotel agrees to comply with the following minimum specific requirement activities of EEO:

- 1. The Hotel will work with GHS/OCD and the Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the Agreement.
- 2. The Hotel will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of payor other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

- B. EEO Officer: The Hotel will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively
- administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
- C. Dissemination of Policy: All members of the Hotel's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Hotel's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
  - 1. Periodic meetings of supervisory and personnel office employees will be conducted before the start of services and then periodically, at which times the Hotel's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
  - 2. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the Hotel's EEO obligations within thirty days following their reporting for duty with the Hotel.
  - 3. All personnel who are engaged in direct recruitment for the Project will be instructed by the EEO Officer in the Hotel's procedures for locating and hiring minorities and women.
  - 4. Notices and posters setting forth the Hotel's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.



- 5. The Hotel's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- D. Recruitment: When advertising for employees, the Hotel will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project workforce would normally be derived.
  - 1. The Hotel will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the Hotel will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the Hotel for employment consideration.
  - 2. In the event the Hotel has a valid bargaining agreement providing for exclusive hiring hall referrals, the Hotel is expected to observe the provisions of that agreement to the extent that the system meets the Hotel's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the Hotel to do the same, such implementation violates Federal non-discrimination provisions.
  - 3. The Hotel will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- E. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
  - 1. The Hotel will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project personnel.
  - 2. The Hotel will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
  - 3. The Hotel will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Hotel will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
  - 4. The Hotel will promptly investigate all complaints of alleged discrimination made to the Hotel in connection with its obligations under this Agreement, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Hotel will inform every complainant of all of their avenues of appeal.

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### F. Training and Promotion:

- 1. The Hotel will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- 2. Consistent with the Hotel's workforce requirements and as permissible under Federal and State regulations, the Hotel shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this Agreement, this subparagraph will be superseded as indicated in the special provision. GHS/OCD may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- 3. The Hotel will advise employees and applicants for employment of available training programs and entrance requirements for each.
- 4. The Hotel will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- G. Unions: If the Hotel relies in whole or in part upon unions as a source of employees, the Hotel will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the Hotel, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
  - 1. The Hotel will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
  - 2. The Hotel will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex. national origin, age or disability.
  - 3. The Hotel is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Hotel, the Hotel shall so certify to GHS/OCD and shall set forth what efforts have been made to obtain such information.
  - 4. In the event the union is unable to provide the Hotel with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the Hotel will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women.

July 1

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The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the Hotel from the requirements of this paragraph. In the event the union referral practice prevents the Hotel from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, the Hotel shall immediately notify GHS OCD.

- H. Reasonable Accommodation for Applicants Employees with Disabilities: The Hotel must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
- i. Selection of Subcontractors. Procurement of Materials and Leasing of Equipment: The Hotel shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Hotel shall take all necessary and reasonable steps to ensure non-discrimination in the administration of this Agreement.
  - 1. The Hotel shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this Agreement.
  - 2. The Hotel will use good faith efforts to ensure subcontractor compliance with their EEO obligations,
- J. Records and Reports: The Hotel shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the Hotel for all the Services under this Agreement and shall be available at reasonable times and places for inspection by authorized representatives of GHS OCD.
  - K. The records kept by the Hotel shall document the following:
  - a. The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
  - The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
  - c. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
  - 2. If required, the Hotel and any subcontractors will submit an annual report to GHS OCD each July for the duration of the Project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the Services under this Agreement.

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The staffing data should represent the project workforce on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the Hotel will be required to collect and report training data. The employment data should reflect the workforce on board during all or any part of the last payroll period preceding the end of July.

XXXV. Disclosure. The Flotel hereby represents that it has disclosed to GHS OCD all matters regarding Hotel which if not disclosed to GHS OCD would materially affect GHS/OCD's decision to enter into this Agreement with Hotel.

### XXXVI. Mandatory Representations by Hotel:

- A. Persons Convicted of Sex Offense. Hotel warrants that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 Guam Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of Hotel while on government of Guam property, with the exception of public highways. If any employee of Hotel is providing services on government property and is convicted subsequent to an award of a contract, then Hotel warrants that it will notify GHS/OCD of the conviction within twenty-four hours of the conviction, and will immediately remove such convicted person from providing services on government property. If Hotel is found to be in violation of any of the provisions of this paragraph, then GHS OCD will give notice to Hotel to take corrective action. Hotel shall take corrective action within twenty-four (24) hours of notice from GHS OCD, and Hotel shall notify GHS/OCD when action has been taken. If Hotel fails to take corrective steps within twenty-four (24) hours of notice from GHS OCD, then GHS OCD in its sole discretion may temporarily suspend this agreement.
- B. Gratuities and Kickbacks. Hotel warrants it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107.
- C. Contingent Fees. Hotel warrants it has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies.
- D. Ethical Standards. Hotel warrants it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article II of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.



## XXXVII. Hotel's Ethical Warranties.

Warranty against Employment of Sex Offenders. Hotel warrants that: (1) no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 Guam Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of Hotel while on government of Guam property, with the exception of public highways; and (2) that if any person providing services on behalf of Hotel 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 at any time during the performance of the contract, that such person will be immediately removed from working on government property and Hotel warrants that it will notify the Director of the AGENCY within twenty-four (24) hours of such conviction. If Hotel is found to be in violation of any of the provisions of this paragraph, then GHS OCD will give notice to Hotel to take corrective action. Hotel shall take corrective action within twenty-four (24) hours of notice from GHS/OCD, and Hotel shall notify GHS OCD when action has been taken. If Hotel fails to take corrective steps within twenty-four (24) hours of notice from GHS/OCD, then GHS OCD in its sole discretion may temporarily suspend this agreement.

- B. Covenant against Contingent Fees. Hotel represents that it has not retained a person to solicit or secure a government of Guam 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.
- C. Representation Regarding Gratuities. Kickbacks, and Favor. The Hotel represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities, kickbacks, and favors set forth in the Guam Procurement Law.
- D. Ethical Standard. Hotel represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article II (Ethics in Public Contracting) of the Guam Procurement Law and in Article II of the government of Guam Procurement Regulations.

XXXVIII. Guam Debarment. Hotel warrants that it will comply with the provisions of 5 GCA Chapter 5 Articles 9 and 11, subject to debarment or suspension, and that it will not employ any subcontractors who have been federally debarred or debarred by the government of Guam.

AXXIX. Federal Debarment. Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award of federal funds (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM): in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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Hotel warrants that it is not a party listed on the government wide exclusions in the System for Award Management (SAM), and will comply with the provisions of Subpart C of 2 CFR Part 1326, "Non-procurement Debarment and Suspension," (published in the Federal Register on December 21,2006, 71 FR 76573) which generally prohibits entities that have been debarred, suspended, or voluntarily excluded from participating in non-procurement transactions either through primary or lower tier covered transactions, and which sets forth the responsibilities of recipients of federal financial assistance regarding transactions with other persons, including subrecipients and contractors.

Hotel agrees to the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Lower Tier Covered Transaction (Sub-Recipient), which is a material representation of fact, and agrees to include the following notice in the awarded contract, sub-award, or subcontract, as applicable:

"Applicants/bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of a DOC official) are subject to 2 CFR Part

1326, Subpart C, "Government-wide Debarment and Suspension (Non-procurement)." In addition, applicants/bidders for a lower tier covered transaction for a sub-award, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to 15 CFR Part 28, "New Restrictions on Lobbying."

Contractors should familiarize themselves with these provisions, including the certification requirements. Therefore, during contract performance applications for a lower tier covered transaction must include a Form CD-512, "Certification Regarding Lobbying Lower Tier Covered Transactions," completed without modification.

XL. Procurement of Recovered Materials. This is a federally funded project and pursuant to 2 CFR § 200.322, any Hotel awarded a contract under this RFP and all of its subcontractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, with CFR 1210MB Guidance § 200.324 where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## XLI. Drug Free Workplace.

Hotel agrees to comply with Title V of the Drug-Free Workplace Act of 1988, 34 CFR Part 85, Subpart F (Pub. L. No. 100-690, Title V, Sec. 5153, as amended by Pub. L. No. 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U. S. c. § 8102); and the implementing regulations published at 2 CFR Part 182, "Government-wide Requirements for Drug-free Workplace (Financial Assistance)"; and the laws and regulations promulgated by the Federal Government and to maintain a drug-free workplace.

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1. Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance as defined and listed in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812), and as further defined by regulation at 21 CFR 1308.11 through 1308.15,] is prohibited in the Hotel's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

2. Establish an ongoing drug-free awareness program to inform such employees about.

(i) The dangers of drug abuse in the workplace;

- (ii) The Hotel's policy of maintaining a drug-free workplace;
- (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- 3. Provide all employees engaged in performance of the Agreement with a copy of the statement required by paragraph (1) of this clause;
- 4. Notify such employees in writing in the statement required by subparagraph (b)(l) of this clause that, as a condition of continued employment on this Agreement, the employee will:
  - (i) Abide by the terms of the statement; and
  - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
- 5. Notify the Procurement Officer in writing within 10 days after receiving notice under subdivision (4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- 6. Within 30 days after receiving notice under subdivision (4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
- (i) Taking appropriate personnel action against such employee, up to and including termination; or
- (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- 7. Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (1) through (6) of this clause.



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- B. The Hotel, if an individual, agrees by award of this Agreement not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this Agreement.
- C. In addition to other remedies available to GHS OCD, the Hotel's failure to comply with the requirements of paragraph (B) or (C) of this clause may render the Hotel subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

### XLII. Disputes.

- A. GHS OCD and the Hotel agree to attempt resolution of all controversies which arise under, or are by virtue of, this procurement and any resulting contract through mutual agreement. If the controversy is not resolved by mutual agreement, then the Hotel shall request the government in writing to issue a final decision within sixty days after receipt of the written request. If the government does not issue a written decision within sixty days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Hotel may proceed as though the government had issued a decision adverse to the Hotel.
- B. GHS OCD shall immediately furnish a copy of the decision to the Hotel, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.
- C. GHS OCD's decision shall be final and conclusive, unless fraudulent or unless the Hotel appeals the decision.
- D. This subsection applies to appeals of GHS OCD's decision on a dispute. For money owed by or to GHS OCD under this Agreement, the Hotel shall appeal the decision in accordance with the Government Claims Act by initially filing a claim with the Office of the Attorney General no later than eighteen months after the decision is rendered by GHS OCD or from the date when a decision should have been rendered. For all other claims by or against GHS OCD arising under this Agreement, the Office of the Public auditor has jurisdiction over the appeal from the decision of GHS/OCD. Appeals to the Office of the Public Auditor must be made within sixty days of GHS OCD's decision or from the date the decision should have been made.
- E. The Hotel shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.
- F. The Hotel shall comply with GHS OCD's decision and proceed diligently with performance of the Agreement pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, the Agreement, except where the Hotel claims a material breach of the Agreement by GHS OCD. However, if GHS/OCD determines in writing that continuation of services under the Agreement is essential to the public's health or safety, then the Hotel shall proceed diligently with performance of the Agreement notwithstanding any claim of material breach by GHS OCD.

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XLIII. Indemnification. To the fullest extent permitted by law the Hotel shall indemnify and hold harmless the government of Guam, GHS'OCD, its Contractors and Subcontractors, if any, and the agents and employees of any of them, from and against claims, damages, losses, expenses, actions, recoveries, and judgments of every nature, including but not limited to attorneys' fees, arising out of or resulting from Hotel's performance of the Services. Hotel shall indemnify the government of Guam, GHS OCD, its Project Manager and its Contractors, if any, and the agents and employees of any of them, or any Assignee against, and hold them harmless from, any and all claims, actions, damages, including reasonable attorneys' fees, obligations, liabilities, and liens arising or imposed without the fault or negligence of Hotel, in connection with latent or other defects, or any claim for patent, trademark, copyright, or "trade secret" infringement, or under the doctrine of "strict liability," imposed or incurred by or asserted against the government of Guam, GHSiOCD, its Project Manager, or their respective successors or assigns, arising out of the manufacture, purchase, lease, possession, operation, condition, use or return of the Equipment, or by operation of law. Hotel shall be liable if any claim, damage, loss or expense attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (including the Equipment itself) is caused by the negligent acts or omissions of the Hotel, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

Hotel's indemnification does not extend to liabilities caused solely by the gross negligence or intentional wrongdoing of the government of Guam. Hotel shall give GHS/OCD prompt written notice of any matter hereby indemnified against and agrees that upon written notice by GHS/OCD of the assertion of such a claim, action, damage, obligation, liability, or lien, Hotel shall assume full responsibility for the defense thereof. The government of Guam shall have an opportunity to participate in the defense at its own expense with respect to attorneys' fees and costs, but not liability; particularly when there are substantial principles of government or public law involved, when litigation might create precedent affecting future governmental operations or liability, or when involvement of the government of Guam is otherwise mandated by law. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person under this Agreement.

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

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

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

MARIA BARRETTO (PROPERTY MANAGER)

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PLEASE RESPOND BACK WITH QUOTE OR NO QUOTE SI YU'US MA'ASE

## REQUEST FOR QUOTATION

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# PLEASE RESPOND BACK WITH QUOTE OR NO QUOTE SIYU'US MÅ'ÅSE

Page 002

BUYE		- GSA : 475-1727					
	ase respond as soon possi no later than: 5/15/202			Q20028	0164	• -	ate: 5/12/2020
1 023 1 1	DOR: ONWARD AGANA BEAC 36001 445 GOV. C.CARLOS TAMUNING, GU 9691	CAMACHO RD.	PLEASE FUR   AND TERMS   THE ITEMS   THE ABOVE 	BASED LISTED	ON F.O.B.	DESTINAT:	ION FOR
Pho	ne (671) 647-7777 Fax (67	1) 646-1724					
Quo   	ted by Print/Signature:		Quote Date	•	Phon	e Number:	**************************************
**	Delivery Date Required:	The party ma	aking the for agrees, tha				
j **	Delivery Date Offered:	compliance	with Title 5	G.C.A	. Chapter	5 - 5801	and 5802
Ter	ms:	recent issue	ination, and ed by U.S. D	.O.L.	for the p	ositions :	required
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1	AFFECTED AREAS		1	1 1	•	XHIBIT	1
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# PLEASE RESPOND BACK WITH QUOTE OR NO QUOTE SI YU'US MA'ASE

EXHIBIT 7
Page 003

### REQUEST FOR QUOTATION

BUYER : Cruz, Anita T TELEPHONE: 475-1713 FAX NO.: 475-1727 Please respond as soon possible Requisition Number: Q200280164 | Date: | but no later than: 5/15/2020 | RFQ #: RFQ20001593 [ 5/12/2020] I VENDOR: ONWARD AGANA BEACH HOTEL | PLEASE FURNISH PRICE QUOTE, DELIVERY TIME 1 02336001 445 GOV. C.CARLOS CAMACHO RD. | AND TERMS BASED ON F.O.B. DESTINATION FOR TAMUNING, GU 96913 ! THE ITEMS LISTED BELOW. PLEASE RESPOND BY I THE ABOVE DATE. | Phone (671) 647-7777 Fax (671) 646-1724 | Quoted by Print/Signature: | Quote Date: | Phone Number: \*\* Delivery Date Required: | The party making the foregoing bid is genuine and that | said bidder agrees, that they are fully aware and is in | \*\* Delivery Date Offered: | compliance with Title 5 G.C.A. Chapter 5 - 5801 and 5802; | Wage Determination, and that the attached is the most Terms: | recent issued by U.S. D.O.L. for the positions required | | to implement the required service as per the following Prices good for: Days | specification. | Therefore, under penalty of perjury, I certify that the | | facts stated above are true. | Signature Date: | 1. Offering Recycle Products ( )YES ( ) NO | 2. Offering Biodegradable Products ( ) YES ( ) NO | Please separate your offer of recyclable and/or biodegradable products from regular products. THIS I S NOT AN ORDER UNIT TOTAL |AVAILA-| |ITEM| DESCRIPTION - OR EQUAL | QTY | UOM | PRICE PRICE |BILITY | TO BE DRAWN ON AN AS NEEDED |BASIS COMMENCING UPON RECEIPT OF PURCHASE ORDER AND EXPIRING ON 8/16/20 OR UPON EXHAUSTION 10F FUNDS WHICHEVER OCCURS |FIRST. QUARANTINE RATE: EST. 98 RMS. 1\$99.00 PER OCCUPIED ROOM

PLEASE RESPOND BACK WITH QUOTE OR NO QUOTE SIYU'US MA'ASE

Page 004

BUYE TELF	R : Cruz, Anita T PHONE: 475-1713 FAX NO.: 47	- GSA						
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PLEASE RESPOND BACK WITH QUOTE OR NO QUOTE SI YU ' US MÅ ' ÅSE

**Page 005** 

	BUYER : Cruz, Anita T - GSA TELEPHONE: 475-1713 FAX NO.: 475-1727					
	Please respond as soon possible   Requisition   but no later than: 5/15/2020   RFQ #: RFQ20		20028(	0164	•	ate: 5/12/2020
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	Phone (671) 647-7777 Fax (671) 646-1724					
	Quoted by Print/Signature:   Qu	ote Date:		Phon	e Number:	
ائد ا	** Delivery Date Required:   The party making   said bidder agr					
	** Delivery Date Offered:   compliance with   Wage Determinat	Title 5	G.C.A.	Chapter	5 - 5801	and 5802
Total Control	Terms:   recent issued by   to implement the	y U.S. D.	0.L. f	for the p	ositions :	required
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Par483	PATRICK LEON GUERRERO 687-6864       MARIE QUENGA 489-4742     DENILLE CALVO 489-0581   MICHAEL TAIJERON 929-1070				***	
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PLEASE RESPOND BACK WITH QUOTE OR NO QUOTE SIYU'US MA'ÁSE

### REQUEST FOR QUOTATION

BUYER : Cruz, Anita T - GSA FELEPHONE: 475-1713 FAX NO.: 475-1727

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but no later than: 5/15/2020	# RFQ #: RFQ2000:	.593			1	5/12/2020:
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TAMUNING, GU 96913	THE I	TEMS I	ISTEI	DELOW. P	lease res	POND BY
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Phone (671) 647-7777 Fax (671)	646-1724					i
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EXHIBIT 7
Page 006

PLEASE RESPOND BACK WITH QUOTE OR NO QUOTE SIYU'US MA'ASE

## REQUEST FOR QUOTATION

	BUYER : Cruz, Anita T - GSA TELEPHONE: 475-1713 FAX NO.: 475-1727	
	Please respond as soon possible   Requisit   but no later than: 5/15/2020   RFQ #: R	
, and the second	VENDOR: ONWARD AGANA BEACH HOTEL O2336001 445 GOV. C.CARLOS CAMACHO RD. TAMUNING, GU 96913	PLEASE FURNISH PRICE QUOTE, DELIVERY TIME AND TERMS BASED ON F.C.B. DESTINATION FOR THE ITEMS LISTED BELOW. PLEASE RESPOND BY THE ABOVE DATE.
	Phone (671) 647-7777 Fax (671) 646-1724	[ 
	Quoted by Print/Signature:   	Quote Date:   Phone Number:
The same of	said bidder   said bidder   compliance	aking the foregoing bid is genuine and that agrees, that they are fully aware and is in with Title 5 G.C.A. Chapter 5 - 5801 and 580
Manager Comme	Terms:   recent issu   to implemen	ination, and that the attached is the most ed by U.S. D.O.L. for the positions required the the tollowing
	Prices good for: Days   specificati   Therefore,   facts state   Signature	on.  under penalty of perjury, I certify that the displayment above are true.  Date:
The second	1 1. Offering Recycle Products () YES () No. 1 2. Offering Biodegradable Products () YES () Please separate your offer of recyclable from regular products.	5 ( ) NO
N. Commercial Commerci	THIS IS NO	OT AN ORDER
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EXHIBIT 7
Page 007

## **HOTEL NON-CONGREGATE SHELTERS**

1. HOTEL QUARANTINE FACILITY. 14 days mandatory quarantine for all arriving passengers from a COVID-19 affected area. Quarantine operations, require  $154 \pm 17$  rooms.

#### OPTION 1

- Open purchase order for fully furnished utilized rooms to include meals and laundry services.
- Any non-resident individual traveling to Guam for reasons other than performance of essential governmental service functions, including, but not limited to tourists and nonresident family members will be required to pay 14 days quarantine out of pocket.
- Any member of the federal government or U.S. Armed Forces to include dependents traveling to Guam on official orders will be required to pay out of pocket.

Occupied Roo	m Rate	\$
Unoccupied H	olding (Reserve) Room Rate	\$
OPTION 2  - Lease the entire than the room records	e facility. Holding fee will be paid for unutilized ate to include meals and laundry services.	l rooms at a rate less
Occupied Room	m Rate	\$
Unoccupied Ho	olding (Reserve) Room Rate	\$
*****	<del>*************************************</del>	*******
2. HOTEL ISOLAT uture isolation ope	ION FACILITY. Isolation of asymptomatic CO rations, will require 36 ± 11 rooms for surge.	VID-19 positive patients. For
OPTION 1 - Open purchase than the room r	order. Holding fee will be paid for unutilized reate to include meals, laundry services and dec	ooms at a rate less ontamination services.
Occupied Roor	m Rate	\$
Unoccupied Ho	olding (Reserve) Room Rate	\$

<ul> <li>OPTION 2         <ul> <li>Lease all rooms on a single hotel floor. Holding fee will be pai at a rate less than the room rate to include meals, laundry sen decontamination services.</li> </ul> </li> </ul>	
Occupied Room Rate	\$
Unoccupied Holding (Reserve) Room Rate	\$
*********************	*********
OPTION 3  - Is to combine the Quarantine Facility and Isolation Facility in a dedicated floors and/or wings. Create zones within the facility hospital. Site would require DPHSS and GMH assessment to	similar to a
Occupied Room Rate	\$
Unoccupied Holding (Reserve) Room Rate	\$
*****************	************
3. MEDICAL STAFF LODGING. To provide for Housing medical interactions with COVID-19 positive patients. Medical staff housin rooms.	I staff who have sustained g operations, require $135 \pm 25$
Occupied Room Rate	\$
Unoccupied Holding (Reserve) Room Rate	\$
<del>*****************************</del>	**********
NOTE PREFERENCE: To secure one (1) facility with multiple win Patents, Quarantined Individuals, and Medical Staff.  Quarantine Facility – From Floor to Wing  Isolation Facility – From Floor to Wing  Medical Staff Lodging – From Floor to Wing	ngs to house Isolation
Hotel rooms must include daily cleaning supplies (i.e. disinfect toilet cleaner, and two (2) rags).	ctant spray, toilet brush,

From:

Anita Cruz

Sent:

Tuesday, May 12, 2020 6:02 PM

To:

'marilynquenga@onwardbeach.com'

Cc:

gsaprocurement

Subject:

REVISED REQUEST FOR QUOTE HOTEL NON-CONGREGATE SHELTERS

Attachments:

REVISED 5-12-20 SPECIFICATIONS FOR HOTEL NON-CONGREGATE SHELTERS.PDF

Tracking:

Recipient

Delivery

'marilynquenga@onwardbeach.com'

gsaprocurement

Delivered: 5/12/2020 6:02 PM

REQUEST FOR QUOTE REVISION FOR THE HOTEL NON-CONCREGATE SHELTERS. THIS IS AN EMERGENCY PROCUREMENT. PLEASE RESPOND WITH A "QUOTE" OR "NO QUOTE" BY:

5/14/20 BY CLOSE OF BUSINESS 5:00PM





# **Transmission Report**

Date/Time Local ID 1 Local ID 2

05-18-2020 6714751727

0000000

01:20:42 p.m.

Transmit Header Text

Local Name 1 Local Name 2 **GSA PURCHASING** 

Q200280164 - - To ONWARD AGANA BEACH H

**GSA** anita.cruz

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

All correspondences for this APQ must reference the Requisition humber. Please send any correspondences to vog.mcug.tobszg@inamaruaciqcag

PLEASE RESPOND BACK WITH QUOTE OR NO QUOTE SIYU'US MA'ASE

SPECIFIE FER GIRMATIEN

Flease respond as soon possib	la: Eastabeles t		.=:=			
Feat to later than: 8,18.2020	FEG to Decom	######################################	32 3-4	-2164	1 :	Sace: 5'12/2620
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Total Pages: 34

Total Pages Confirmed: 34

No. Job	Remote Station	Start Time	Duration	Pages	Line	Mode	Job Type	Results
001   120	6477793	01:05:20 p.m. 05-18-2020		34/34	1			CP14400

Abbreviations:

HS: Host send

HR: Host receive

W5: Waiting send

PL: Polled local

PR: Polled remote

MS: Mailbox save

MP: Mailbox print

RP: Report FF: Fax Forward **CP: Completed** 

FA: Fail

TU: Terminated by user

TS: Terminated by system

G3: Group 3 **EC: Error Correct** 

From: Lou Perez <lp.lprealty@gmail.com>
Sent: Thursday, May 14, 2020 2:49 PM

To: Anita Cruz

Subject: Re: REVISED REQUEST FOR QUOTE HOTEL NON-CONGREGATE SHELTERS

Thank you for this RFP. At this time my clients won't be submitting a proposal. They are interested in other programs. Pls advise if there are others forthcoming.

Sincerely,

Lou M Perez LP Realty Principal Broker

Sent from my iPhone

On May 13, 2020, at 1:23 PM, Anita Cruz < Anita. Cruz@gsadoa.guam.gov> wrote:

Yes, I will send you as soon as I complete the terms

From: Lou Perez <lp.lprealty@gmail.com>
Sent: Wednesday, May 13, 2020 12:38 PM
To: Anita Cruz <Anita.Cruz@gsadoa.guam.gov>

Subject: Re: REVISED REQUEST FOR QUOTE HOTEL NON-CONGREGATE SHELTERS

Acknowledged receipt. Do you have one more for homeless?

Sent from my iPhone

On May 13, 2020, at 12:30 PM, Anita Cruz < Anita. Cruz@gsadoa.guam.gov> wrote:

Hi Lou

Sorry, incorrect email see below and the attachment.

Anita

From: Anita Cruz

Sent: Tuesday, May 12, 2020 5:47 PM

To: 'lprealty@gmail.com' < !prealty@gmail.com>

From:

Anita Cruz

Sent:

Tuesday, May 12, 2020 5:47 PM

To: Cc:

'lprealty@gmail.com'

Subject:

gsaprocurement

Tracking:

REVISED REQUEST FOR QUOTE HOTEL NON-CONGREGATE SHELTERS REVISED 5-12-20 SPECIFICATIONS FOR HOTEL NON-CONGREGATE SHELTERS.PDF

Attachments:

Recipient

Delivery

Read

'lprealty@gmail.com'

gsaprocurement

Delivered: 5/12/2020 5:48 PM

Read: 5/13/2020 9:41 AM

REQUEST FOR QUOTE REVISION FOR THE HOTEL NON-CONCREGATE SHELTERS. THIS IS AN EMERGENCY PROCUREMENT. PLEASE RESPOND WITH A "QUOTE" OR "NO QUOTE" BY:

5/14/20 BY CLOSE OF BUSINESS 5:00PM





From: Anita Cruz

**Sent:** Tuesday, May 12, 2020 11:57 AM

To: 'lprealty@gmail.com'
Cc: gsaprocurement

Subject:FW: REQUEST FOR QUOTE HOTEL NON-CONGREGATE SHELTERSAttachments:HOTEL NON-CONGREGATE SHELTERS SPECIFICATIONS & TERMS AND

**CONDITIONS.PDF** 

Importance: High

SORRY ATTACHED SPECIFICATIONS AND TERMS & CONDITIONS FOR THE HOTEL NON-CONGREGATE SHELTERS.

From: Anita Cruz

Sent: Tuesday, May 12, 2020 11:56 AM

To: 'lprealty@gmail.com' <lprealty@gmail.com>

Cc: gsaprocurement < gsaprocurement@gsadoa.guam.gov>

Subject: REQUEST FOR QUOTE HOTEL NON-CONGREGATE SHELTERS

PLEASE REPOND NO LATER THAN 5/13/20 AT 12:00PM NOON. THIS IS AN EMERGENCY PROCUREMENT





From:

Marilyn Palarca <marilyn.palarca@nikkoguam.com>

Sent:

Thursday, May 14, 2020 9:20 AM

To:

Anita Cruz

Cc:

gsaprocurement

Subject:

RE: REVISED REQUEST FOR QUOTE HOTEL NON-CONGREGATE SHELTERS

Hafa Adai Ms. Cruz,

As of now, Hotel Nikko Guam response will be a "NO QUOTE" due to not available as per request.

Thank you & have a nice day,

Marilyn Palarca | Sales/Room Reservations Manager Hotel Nikko Guam P.O. Box 12819, Tamuning, Guam 96931 Phone +1 671 642-8861 | Fax +1 671 649-8817





"CONFIDENTIALITY STATEMENT"

This electronic message transmission, including any attachments, contains information from Hotel Nikko Guam which may be considerated or privileged and exempt from disclosure under applicable law. The information is intended only for the use of incliniqual or entity named above. If the reader of this message is not the intended recipient, or the entitled that disclosure, distribution, copying or use of the contents of this information is strictly prohibited. If you have received this electronic communication in error, please notify sender immediately by a "reply to sender only" message, or by contacting sender by telephone and destroy all electronic and hard copies of this communication, including a technicals.

From: Anita Cruz [mailto:Anita.Cruz@gsadoa.guam.gov]

**Sent:** Tuesday, May 12, 2020 6:01 PM

To: 'rmrsvn@nikkoguam.com'

Cc: gsaprocurement

Subject: REVISED REQUEST FOR QUOTE HOTEL NON-CONGREGATE SHELTERS

REQUEST FOR QUOTE REVISION FOR THE HOTEL NON-CONCREGATE SHELTERS. THIS IS AN EMERGENCY PROCUREMENT. PLEASE RESPOND WITH A "QUOTE" OR "NO QUOTE" BY:

5/14/20 BY CLOSE OF BUSINESS 5:00PM

From:

Anita Cruz

Sent:

Tuesday, May 12, 2020 5:49 PM

To:

'rmrsvn@nikkoguam.com'

Cc:

gsaprocurement

Subject:

REVISED REQUEST FOR QUOTE HOTEL NON-CONGREGATE SHELTERS

Attachments:

REVISED 5-12-20 SPECIFICATIONS FOR HOTEL NON-CONGREGATE SHELTERS.PDF

Tracking:

Recipient

Delivery

Read

'rmrsvn@nikkoguam.com'

gsaprocurement

Delivered: 5/12/2020 6:01 PM

Read: 5/13/2020 9:43 AM

REQUEST FOR QUOTE REVISION FOR THE HOTEL NON-CONCREGATE SHELTERS. THIS IS AN EMERGENCY PROCUREMENT. PLEASE RESPOND WITH A "QUOTE" OR "NO QUOTE" BY:

5/14/20 BY CLOSE OF BUSINESS 5:00PM





From:

Anita Cruz

Sent:

Tuesday, May 12, 2020 10:32 AM

To:

'rmrsvn@nikkoguam.com'

Cc:

gsaprocurement

Subject:

REQUEST FOR QUOTE HOTEL NON-CONGREGATE SHELTERS

Attachments:

Q200280164 - RFQ20001593 - To HOTEL NIKKO GUAM - Assigned to GSACRUZA - 5-12-2020 10 09 19 AM.pdf; OHS HOTEL SERVICES - SPECIFICATION FOR QFAC-

ISOFAC-ACF.docx; TERMS & CONDITIONS HOTEL SERVICES.doc

Tracking:

Recipient

Delivery

'rmrsvn@nikkoguam.com'

gsaprocurement

Delivered: 5/12/2020 10:32 AM

THIS IS A REQUEST FOR QUOTE FOR EMERGENCY PROCUREMENT. PLEASE PROVIDE A RESPONSE BY 05/13/2020 BY 12:00 NOON.





From:

Marilyn Palarca <marilyn.palarca@nikkoguam.com>

Sent:

Wednesday, May 13, 2020 9:23 AM

To:

Anita Cruz

Cc:

gsaprocurement

Subject:

RE: REVISED REQUEST FOR QUOTE HOTEL NON-CONGREGATE SHELTERS

Dear Ms. Cruz,

Hafa Adai and greetings from Hotel Nikko Guam.

Received all your attached documents and inquiry.

I had forwarded it to our General Manager for review and response.

Thank you & have a nice day,

Marilyn Palarca| Sales/Room Reservations Manager Hotel Nikko Guam P.O. Box 12819, Tamuning, Guam 96931 Phone +1 671 642-8861| Fax +1 671 649-8817





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From: Anita Cruz [mailto:Anita.Cruz@gsadoa.guam.gov]

Sent: Tuesday, May 12, 2020 6:01 PM

To: 'rmrsvn@nikkoguam.com'

Cc: gsaprocurement

Subject: REVISED REQUEST FOR QUOTE HOTEL NON-CONGREGATE SHELTERS

REQUEST FOR QUOTE REVISION FOR THE HOTEL NON-CONCREGATE SHELTERS. THIS IS AN EMERGENCY PROCUREMENT. PLEASE RESPOND WITH A "QUOTE" OR "NO QUOTE" BY:

5/14/20 BY CLOSE OF BUSINESS 5:00PM

Anita T. Cruz

## Transmission Report

Date/Time Local ID 1 Local ID 2

05-12-2020 6714751727

08:47:25 a.m.

Transmit Header Text

Local Name 1 Local Name 2

**GSA PURCHASING** 

anita.cruz

0000000 Q200280164 - RFQ20001593 - To HOTEL NIK

Owner

This document: Confirmed (reduced sample and details below)

Document size: 8.5"x11"

All correspondences for this RFQ must reference the Requisition Number Please send any correspondences to gsaprocurement@gsadaa.guam.gov

PLEASE RESPOND BACK WITH QLOTE OR NO QUOTE SIYU US MA ASE

Care:

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ETVER : Oris, Anice T - : TELEFFINE: 475-07.9 | FAN 170: 475-1737

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5/12/1323 ELEASE FURNISK BATTE (MOTE, DELIVERY TIME BAND TERMS BASED ON F.C E. DESTINATION FOR BISE STEMS LISTED BELOW, FIRRER RESEMD BY

: THE RELAE DATE.

TAMINING, ST 94931 Shone 6"1. 649-9915 Fax (671) 646-0237

Cores by Print Suparture:

TERRORS ATTENTED CONTROLLER F 0 30X 13839

> Çzate Date: Firms Ember:

\*\* Deliver, Case Required: " The party making the foregoing bid is gordine and that resid bidder agrees, that the are full, aware and is in prompliance with Cible 8 G.C.A. Chapter 5 - 8711 and 8800 \*\* Dalivery Date Offered. Poices good forc Degs | specification.

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facts stated atoms ave time. Signature Dates

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Total Pages: 3

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Abbreviations:

HS: Host send HR: Host receive WS: Waiting send PL: Polled local PR: Polled remote MS: Mallbox save

MP: Mailbox print RP: Report FF: Fax Forward

**CP: Completed** FA: Fail TU: Terminated by user TS: Terminated by system

G3: Group 3 EC: Error Correct

# PLEASE RESPOND BACK WITH QUOTE OR NO QUOTE SIYU'US MA'ASE

EXHIBIT 9
Page 006

BUYER : Cruz, Anita T TELEPHONE: 475-1713 FAX NO.:	- GSA 475-1727									
Please respond as soon possible but no later than: 5/15/2020	ele  Requisit:   RFQ #: R	ion Number: Ç FQ20001593	200280:	164	-	ate: 5/12/2020				
VENDOR: HOTEL NIKKO GUAM		PLEASE FURN	ISH PR	ICE QUOT	E, DELIVE	RY TIME				
	N8226701 ATTN: THE CONTROLLER					ION FOR				
P O BOX 12819		THE ITEMS LISTED BELOW. PLEASE RESPOND BY								
TAMUNING, GU 96931		THE ABOVE DATE.								
Phone (671) 649-8815 Fax (671	) 646-0030	] ] 1								
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# PLEASE RESPOND BACK WITH QUOTE OR NO QUOTE SIYU'US MA'ASE

**Page 007** 

BUYER : Cruz, Anita T - GSA TELEPHONE: 475-1713 FAX NO.: 475-1727					
Please respond as soon possible   Requisition   but no later than: 5/15/2020   RFQ #: RFQ20	Number: Q200280164   Date: 0001593   5/12/2020				
N8226701 ATTN: THE CONTROLLER   AN	LEASE FURNISH PRICE QUOTE, DELIVERY TIME ID TERMS BASED ON F.O.B. DESTINATION FOR HE ITEMS LISTED BELOW. PLEASE RESPOND BY HE ABOVE DATE.				
Phone (671) 649-8815 Fax (671) 646-0030					
Quoted by Print/Signature:   Qu	note Date:   Phone Number:				
	ng the foregoing bid is genuine and that sees, that they are fully aware and is in				
** Delivery Date Offered:   compliance with	Title 5 G.C.A. Chapter 5 - 5801 and 5802 ion, and that the attached is the most				
Terms:   recent issued b	.S. D.O.L. for the positions required equired service as per the following				
Prices good for: Days   specification.   Therefore, unde   facts stated ab   Signature	er penalty of perjury, I certify that the cove are true.  Date:				
1 1. Offering Recycle Products ()YES () NO 1 2. Offering Biodegradable Products () YES ( 1 Please separate your offer of recyclable and/ 2 from regular products.					
II THIS IS NOT	AN ORDER				
	UNIT   TOTAL  AVAILA-   QTY  UOM  PRICE   PRICE  BILITY				
QUARANTINE FACILTY" FOR THE     14 DAY MANADATORY QUARANTINE     FOR ALL ARRIVING PASSENGER     FROM A COVID-19 AFFECTED AREA.     TO CONTINUE QUARANTINE     OPERATIONS					
SEE ATTACHMENTS    1. SPECIFICATION    2. TERMS AND CONDITIONS 					

PLEASE RESPOND BACK WITH QUOTE OR NO QUOTE SIYU'US MA'ASE

BUYER	:	Cruz, Anii	ta T		_	GSA
TELEPHONE:	:	475-1713	FAX	NO.:	475-1727	

Please respond as soon possik			Q200280	164	1 E	ate:
but no later than: 5/15/2020   RFQ #: RFQ20001593					***************************************	5/12/2020
						_
VENDOR: HOTEL NIKKO GUAM		PLEASE FUR	NISH PR	ICE QUOT	E, DELIVE	RY TIME
N8226701 ATTN: THE CONTROLL	JER	AND TERMS	BASED O	W F.O.B.	DESTINAT	ION FOR
P O BOX 12819		THE ITEMS	LISTED I	BELOW. P	LEASE RES	POND BY
TAMUNING, GU 96931	•	THE ABOVE	DATE.			
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Prices good for: Days	specification	) 10	~~ ~~~~.	ירב פט דיי	er one ro	TTOMTHG
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	Therefore, under penalty of perjury, I certify that the     facts stated above are true.					
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2. Offering Biodegradable Pro						
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Q20-0280-165 ISOLATION FA	c.	1	1 1			1
Q20-0280-166		j	1 1		1	1
MEDICAL STAFF LODGING		1	1 1	!	}	1
		ı	1 1	1	I	1 1

# **HOTEL NON-CONGREGATE SHELTERS**

Specification: Revised 5/12/20	
1. HOTEL QUARANTINE FACILITY. 14 day mandatory of from a COVID-19 affected area. Quarantine operations, re	quarantine for all arriving passengers equire 154 ± 17 rooms.
OPTION 1 - Open purchase order for <u>fully furnished</u> utilized room laundry services.	ns to include meals and
Occupied Room Rate	\$_140, additional occupant \$30/person
Unoccupied Holding (Reserve) Room Rate	\$ 90 hotel occupancy tax not included
OPTION 2  - Lease the entire facility. Holding fee will be paid for us than the room rate to include meals and laundry service.	nutilized rooms at a rate less es.
Occupied Room Rate	\$
Unoccupied Holding (Reserve) Room Rate	\$
**************************************	**********
2. HOTEL ISOLATION FACILITY. Isolation of asymptom future isolation operations, will require 36 $\pm$ 11 rooms for s	atic COVID-19 positive patients. For urge.
OPTION 1 - Open purchase order. Holding fee will be paid for unuthan the room rate to include meals, laundry services a	itilized rooms at a rate less and decontamination services.
Occupied Room Rate	\$
Unoccupied Holding (Reserve) Room Rate	\$
OPTION 2  - Lease all rooms on a single hotel floor. Holding fee wi at a rate less than the room rate to include meals, laur decontamination services.	II be paid for unutilized rooms dry services, and
Occupied Room Rate	<b>¢</b>

Unoccupied Holding (Reserve) Room Rate

<ul> <li>OPTION 3         <ul> <li>Is to combine the Quarantine Facility and Isolation dedicated floors and/or wings. Create zones within hospital. Site would require DPHSS and GMH ass</li> </ul> </li> </ul>	n the facility similar to a						
Occupied Room Rate	Occupied Room Rate \$						
Unoccupied Holding (Reserve) Room Rate	\$						
***********************	**************						
<ol> <li>MEDICAL STAFF LODGING. To provide for Housinteractions with COVID-19 positive patients. Medical rooms.</li> </ol>	sing medical staff who have sustained staff housing operations, require $135 \pm 25$						
Occupied Room Rate	\$ <u>140 additional occupant</u> \$30/person						
Unoccupied Holding (Reserve) Room Rate  \$\frac{90}{\text{in cluded}}\$							
********************	**************						
NOTE PREFERENCE: To lease one (1) hotel with de accommodate alternate Care Facilities.	edicated floors on separated wings to						
1 Floor – Quarantine Facility – Separated Wing							
1 Floor – Isolation Facility – Separated Wing							
1 Floor - Medical Staff Lodging - Separated Wing							
Hotel must include daily cleaning supplies (i.e. disinfectant spray, toilet brush, toilet cleaner, and two (2) rags).							

GU AM	PUR GENER DEPARTM GOVE
* 440	สมหับ เมื่อวิจจาก (สิทธิ์ พล

# PURCHASE ORDER

GENERAL SERVICES AGENCY DEPARTMENT OF ADMINISTRATION GOVERNMENT OF GUAM

> 148 Route 1 Marine Drive Pili Guarn 95925

TRAN CODE

THIS PURCHASE ORDER NUMBER

No. 9206E03326

MUST APPEAR ON ALLINVOICES PACKING SUPS PACKAGES BE CORRESPONDENCE FTC

DATE JICE OFCER NO TORICL. -628020025234 236

E N Ď Ó TO:

CORE TECH INTERNATIONAL

38% SOUTH MARINE CORFS DRIVE

SUITE 400

TAMUNING, SU 96913

Telephone: 671 473-5000 Fax: 671 473-5500

Email:

CONSIDER DESERVATION & MASKING **VENDOR** ारा प्रतत्**या** 

EXPRIES.

MUCHA

100.000.0

SOVERNORS OFFICE P.O. BOX 2950

HAGATNA, 60 96937-0660

COVID-19 MANDATORY QUARANTINE

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\* thereta acres 本本 CCHERA, 10K.

GiY

UNIT

THE FORTELLVENY SEE BELOW

SHAT PRICE

CHSC (SUME IF GAC)

DOCUMENT NUMBER

5290175

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Craudia Alma Actalle

Chief Producement, Officer

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Contracton please supply promptly the above articles or services. All correspondence pertaining to this order including invoices, shipping documents and packages must bear the purchase order number srown above see beverse side for purchase order terms and conditions

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PAGE 2 OF 5

SIGNATURE.

Claudia Sama Accalle

Chief Frecurement Officer

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# PURCHASE ORDER

**GENERAL SERVICES AGENCY** DEPARTMENT OF ADMINISTRATION GOVERNMENT OF GUAM

> 148 Route 1 Marine Drive Piti. Guam 96925

TRAN CODE

THIS PURCHASE ORDER NUMBER No. P206E00326

MUST APPEAR ON ALL INVOICES PACKING SUPS PACKAGES BA CORRESPONDENCE ETC

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JORE TECH INTERNATIONAL

368 SOUTH MARINE CORPS DRIVE

SUITE 400

TAMUNING, 3U 96913

Telephone: 671 473-5000 Fax: 671 473-5500

\* AR PROPER TOWN TOWN THE VIA

Email:

COMPARE DEGLARON & MARRING VENDOR

> GOVERNORS OFFICE F.G. BOX 2353

HAGAINA, GU 96932-0000

COVID-13 MANDATORY QUARANTINE

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TO:

\*\* PROTATION NET 李孝 COMPACITAL

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ARTICLES OF SERVICES QN LINE! PRICE **AMOUNT** DOCUMENT NUMBER FAC THIS OPPER IS SUBJECT TO THE FOLLOWING TERMS AND CONCITIONS: Acknowledgment copy of this order must be signed and returned advising approximate or definite shipping date. 2. W. variation in any of the terms, quaditions, deliveries, prices, quantity, quality, or specification on this order, irrespective of the wording of the seller's acceptance, will te effective without duyer's written oinsent. c. Parking list must arrumpany each shipment, showing our order number, description and part/ estial number for each item. 4. Chipments must be identified as "EARTIAL" or "COMFISTE". 1. Material is subject to fuyer's inspection and approval within a reasonable time after delivery; if specifications are not net, nevertal shall be returned at seller's expense. 6. In connection with any prompt payment discourt offered, time will be completed from date of delivery and acceptance at destination, or frut the date the correct invokee or voucher is received in the office specified by the Government of Guam, if the lacter is later than date of delivery and appendance. Payment is defined to be made, for the purpose of earning;

7. Overshipments, unless specifically authorized, will not be accepted.

9. In connection with bid awards and contracts, this purchase order shall be governed by the Special Provisions and Bid General Terms and Conditions as specified.

SPECIAL INSTRUCTION S TO VENDOR

B. SHAD CERTIFIED OFFICIALAND THREE (1) COPIES OF INVOICE TO DIVISION OF ACCOUNTS, DEPARTMENT OF ADMINISTRATION. GOVERNMENT OF GUAM, HO BOX 884, AGAMA, GUAM 76910

discount, on the date of the mailing of the check.

PAYMENT IN THIRTY (30) DAYS UPON RECEIPT OF MERCHANDISE IN GUAN IN GOOD CONDITION

D. THIS ORDER SUBJECT TO CONDITIONS ON REVENSE SIDE.

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PAGE 4 OF

Claudia <sub>Name</sub> Ac**f**alle

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**Page 007** 

## I. Statement of Leased Premises and Services to be Performed.

- A. This Agreement ensures Hotel will lease fully furnished hotel rooms with 24 hours supervision/service for all persons subject to the GHS OCD's quarantine orders to GHS OCD for the entire term of this Agreement and any renewals or extensions thereof.
- B. Hotel shall provide regular linen and towel service for all persons quarantined at the facility. These linens and towels shall be professionally laundered/cleaned per CDC guidelines as they pertain to COVID-19.
- C. Hotel agrees to provide basic house-keeping supplies for all areas of the facility
- D. Hotel agrees to maintain and promptly address any concerns arising out of the physical facility, including but not limited to, air conditioning units, plumbing issues, and furniture.
  - E. Hotel shall provide quarantined persons with
    - a. Deliver palatable quality food to all quarantined persons at the facility.
       Food services must meet all applicable federal and local guidelines, laws,
       and regulations and meet the guidelines prescribed herein.
    - Provide an efficient system whereby occupants receive meals that provide proper nutrition and meet specific dietary needs of individual medical conditions, religious requirements or management plans.
    - c. Provide nutritious meals to quarantined person three (3) times a day, seven (7) days a week.
  - F. Hotel shall furnish at its own expense, all proper and adequate equipment, materials, labor, personnel, and supplies necessary to provide the Leased Premises and perform the Services in a safe, professional, workmanlike and diligent manner, and shall provide and have available at all times for use by its employees engaged in the performance of such services all safety equipment and appliances needed for maximum protection of its employees and other persons against injuries.

### II. Term of Agreement.

- A. Effective Date. This Agreement shalt be effective starting 5/21/2020 GHS OCD shall not be responsible for any services prior to that date, and HOTEL warrants that no services shall be performed under this Agreement prior to the effective date.
- B. Initial Term. The Initial Term of this Agreement shall begin immediately on the effective date and shall end on \_\_\_\_\_.

D. Decontamination Period. Upon expiration of the Initial Term or any subsequent renewal term (whichever is later), GHSIOCD shall be allowed a decontamination period to last fifteen (15) days, at no cost to GHSiOCD, for the sole purpose of cleaning the facility per CDC guidelines.

## III. Compensation.

- A. Compensation. Compensation for Services: Hotel shall receive compensation based on the following formula: FULLY FURNISHED UTILIZED ROOM PER DAY. (SEE ATTACHED "SPECIFICATION").
- B. Contract Type. This is a Finn Fixed-Price Lease and Related Services Contract. The compensation/price stated herein is not subject to adjustment or increase because of variations in the Hotel's actual cost of performing the work and Services specified in this Agreement. Any price adjustments to this Agreement may only be made in accordance with valid, approved Change Orders pursuant to the Change Orders Clause of this Agreement and the Price Adjustment Clause of this Agreement.
- C. No Compensation Prior to Approval of Agreement. GHS OCD shall not be liable to Hotel for any services performed by Hotel prior to full execution of this Agreement by all parties, and Hotel expressly waives any and all claims for services performed in expectation of this Agreement prior to its full execution.
- D. Final Payment. Final payment shall be made upon satisfactory performance of all services required to be performed by Hotel under this Agreement. Prior to the final payment due Hotel, and as a condition precedent thereto, Hotel shall execute and deliver to GHS-OCD a release in form approved by GHS OCD of claims against GHS-OCD arising under this Agreement. Hotel expressly waives the provision of Section 82602 of Title 18, Guam Code Annotated, which states:

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

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

## IV. Availability of Funds.

This Agreement is contingent upon the availability of governmental funds. Funds are available for the first fiscal period of this Agreement. The initial source of the funds for this Agreement is local funds. The government of Guam and GHS OCD shall have no liability under this Agreement to the Hotel or to anyone else beyond the certified funds available for this Agreement.

# V. Price Adjustment Clause

- A. Price Adjustment Methods. Any adjustment in contract price pursuant to clauses in this Agreement shall be made in one or more of the following ways:
  - 1. by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
  - 2. by unit prices specified in the Offer, Agreement, or subsequently agreed upon;
  - by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the Agreement or subsequently agreed upon;
  - 4. in such other manner as the parties may mutually agree; or
  - 5. in the absence of an agreement between the parties, by a unilateral determination by the Procurement Officer of costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the Procurement Officer in accordance with generally accepted accounting principles and applicable sections under Chapter 7 (Cost Principles) of the Guam Procurement Regulations and subject to the provisions of Article 5, Chapter 5 of 5 GCA (Legal and Contractual Remedies) of the Guam Procurement Law.
- B. Submission of Cost or Pricing Data. The Hotel shall submit cost or pricing data for any price adjustments subject to the provision of Section 3118 (Cost or Pricing Data) of the Guam Procurement Regulations. GHS OCD may require the Hotel to provide invoices, paid bills, or any other proof it deems appropriate to determine compliance with this provision.

### VI. Changes

A. All contract change orders must be approved in writing by the GHS/OCD on a form approved by GHS/OCD to record change orders.

The Procurement Officer with the consent by GHS/OCD at any time, and without notice to the parties, in a signed writing designated or indicated to be a change order, may order:

- (1) changes in the services within the scope of the Agreement; and
- (2) changes in the time for performance of the Agreement that do not alter the scope of the Agreement.

B. Adjustments of Price or Time for Performance. GHS OCD reserves the right to increase or decrease any unit priced quantity as may be deemed reasonable or necessary in order to complete the Services contemplated under this Agreement.

If any such change order increases or decreases the Hotel's cost of, or the time required for, performance of any part of the services under this Agreement, whether or not changed by the order, an adjustment shall be made and the Agreement modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Standard Price Adjustment Clause of this Agreement. Failure of the parties to agree to an adjustment shall not excuse a Hotel from proceeding with the Agreement as changed, provided that the government of Guam promptly and duly make such provisional adjustments in payments or time for performance as may be reasonable. By proceeding with the services, the Hotel shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion. All changes must be recorded on a contract change order before they can be included in an application for payment/invoice.

- C. Written Certification. The Hotel shall not perform any change order in excess of \$5,000 unless it bears, or the Hotel has separately received, a written certification, signed by the Procurement Officer CEO or other responsible official that funds are available therefor; and, if acting in good faith, the Hotel may rely upon the validity of such certification.
- D. Time Period for Claim. Within 30 days after receipt of a written change order under Paragraph (I) (Change Order) of this clause, unless such period is extended by the Procurement Officer in writing, the Hotel shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the Hotel's claim unless the government of Guam is prejudiced by the delay in notification.
- E. Claim Barred After Final Payment. No claim by the Hotel for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this Agreement.
- F. Claims Not Barred. In the absence of such a change order, nothing in this clause shall restrict the Hotel's right to pursue a claim arising under the Agreement, if pursued in accordance with the clause entitled Claims Based Upon GHS OCD's Actions or Omissions or for breach of contract.

## VII. Subcontractors

A. Subcontractor. A subcontractor is a person or entity who has a direct contract with the Hotel or a higher tier subcontractor to perform a portion of the Services set forth in this Agreement.

- B. Award of Subcontracts and Other Contracts for Portions of the Services.
  - 1. Unless otherwise stated in this Agreement, the Hotel, as soon as practicable after execution of this Agreement, shall furnish in writing to GHS/OCD the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Services. GHS OCD may reply within 14 days to the Hotel in writing stating: (1) whether GHS/OCD has reasonable objection to any such proposed person or entity; or (2) that GHS/OCD requires additional time for review. Failure of GHS/OCD to reply within the 14-day period shall constitute notice of no reasonable objection.
  - 2. The Hotel shall not contract with a proposed person or entity to whom GHSIOCD has made reasonable and timely objection. The Hotel shall not be required to contract with anyone to whom the Hotel has made reasonable objection.
  - 3. The Hotel shall not substitute a subcontractor, person or entity previously selected if GHS OCD makes reasonable objection to such substitution.
- C. Subcontractor Relations. By appropriate written agreement the Hotel shall require each subcontractor, to the extent of the Services to be performed by the subcontractor, to be bound to the Hotel by terms of this Agreement, and to assume toward the Hotel all the obligations and responsibilities, including the responsibility for safety of the subcontractor's Services, which the Hotel, by these Documents, assumes toward GHS/OCD. Each subcontract agreement shall preserve and protect the rights of GHS OCD under this Agreement with respect to the Services to be performed by the subcontractor so that subcontracting thereof will not prejudice such rights. Hotel shall have full responsibility under this Agreement, the Offer Documents, conditions, Plans, and Specifications for any subcontracts which the Hotel may let.
- D. Subcontracts. The Hotel or subcontractor shall insert in any subcontracts the clauses set forth in this Agreement, to include a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Hotel shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

## VIII. Suspension of Services

- A. Suspension for Convenience. The Procurement Officer may order the Hotel in writing to suspend, delay, or interrupt all or any part of the services for such period of time as may be appropriate for the convenience of GHS OCD.
- B. Adjustment of Cost. If the performance of all or any part of the services is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the Procurement Officer in the administration of this Agreement, or by the failure of the Procurement Officer to act within the time specified in this Agreement (or if no time is specified, within reasonable time), an adjustment shall be made for any increase in the cost of performance of this Agreement necessarily caused by such unreasonable suspension, delay, or interruption and the Agreement modified in writing accordingly.

However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent: (a) that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Hotel; or (b) for which an adjustment is provided for or excluded under any other provision of this Agreement.

- C. Time Restriction on Claim. No claim under this clause shall be allowed: (a) for any costs incurred more than twenty (20) days before the Hotel shall have notified the Procurement Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and (b) Unless the claim is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the Agreement.
- D. Adjustments of Price. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this Agreement.

## IX. Early Termination.

- A. By GHS/OCD. GHS OCD reserves the right to cancel or terminate this Agreement prior to its completion for any reason, including, but not limited to, the following:
- (i) Termination without Cause: GHS OCD may terminate this Agreement, without cause, upon the delivery of written notice to the Hotel at least thirty (30) days prior to the intended date of termination.
- (ii) Termination in the Best Interest of the Government of Guam: GHS OCD may terminate this Agreement based upon a determination that such termination is in the best interests of the Government of Guam by delivering a written notice of such termination to the Hotel and the effective date of such termination. Circumstances for termination under this clause include but are not limited to Hotel's successful completion of services under this Agreement to the satisfaction of GHS OCD.
- (iii) Termination for Cause Default: If the Hotel refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Procurement Officer may notify the Hotel in writing of the delay or non-performance and if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate the Hotel's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part the Procurement Officer may procure similar supplies or services in a manner and upon terms deemed appropriate by the Procurement Officer. The Hotel shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

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

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

### B. By Hotel.

(i) Termination for Cause: Hotel shall notify GHS/OCD in writing of deficiencies or default in the performance of GHS/OCD's duties under this Agreement. GHS/OCD

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

- C. Termination/Modification for Lack of Funds. GHS/OCD may terminate or modify this Agreement based upon a lack of funding. In such an event, GHS OCD shall promptly provide notice to Hotel and within twenty (20) days of the notice, the Parties shall renegotiate the terms of this Agreement in good faith. If the parties are unable to reach an agreement on the renegotiation, then either Party may terminate this Agreement pursuant to Section IV of this Agreement as applicable.
- D. Preservation of Property. Notwithstanding any termination of this Agreement, and subject to any directions from GHS OCD, the Hotel shall take timely and reasonable and necessary action to protect and preserve the property in the possession of Hotel in which GHS/OCD has an interest.
- E. Additional Provisions. In the event that either party effects an Early Termination, it is expressly provided that GHS OCD may issue a new solicitation with respect to such terminated services. This provision shall not be deemed an admission or waiver of any rights and defense with respect to rights of either Party under this Agreement, including but not limited to, either Parties' rights to assert damages for breach of Agreement.

#### X. Contact Person.

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

### XI. Confidentiality.

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

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

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

It is specifically provided that the limitations contained in this paragraph A shall not apply (i) to the extent required by applicable law, (ii) to the extent that any Information is now or hereafter becomes part of the public domain, but only to the limited extent that such Information, or any portion thereof, is in the public domain not as a result of any breach or violation of this Agreement, or (iii) to the extent that a party is directed otherwise under the terms of a valid and effective order, issued by a court of competent jurisdiction.

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

# XII. Claims Based Upon GUS/OCD's Actions or Omissions

A. Notice of Claim. If any action or omission on the part of GHS OCD or any entity within the government of Guam, requiring performance changes within the scope of the Agreement constitutes the basis for a claim by Hotel for additional compensation, damages, or an extension of time for completion, Hotel shall continue with performance of the Agreement in compliance with the directions or orders of GHS OCD, but by so doing, Hotel shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

- 1. Hotel shall have given written notice to GHS/OCD:
- a) prior to the commencement of the work involved, if at that time, Hotel knows of the occurrence of such action or omission;
- b) within 30 days after Hotel knows of the occurrence of such action or omission, if Hotel did not have such knowledge prior to the commencement of the work; or
  - c) within such further time as may be allowed by the GHS OCD in writing.

This notice shall state that Hotel regards the act or omission as a reason which may entitle Hotel to additional compensation, damages, or an extension of time. The GHS/OCD, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the GHS/OCD.

- 2. The notice required by Subparagraph (A) of this Paragraph describes as clearly as practicable at the time the reasons why Hotel believes that additional compensation, damages, or an extension of time may be remedies to which Hotel is entitled; and
- 3. Hotel maintains and, upon request, makes available to the GHS/OCD within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.
- B. Limitations of Clause. Nothing herein contained, however, shall excuse Hotel from compliance with any rules of law precluding any government of Guam officers and any contractors from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Agreement..

- XIII. Waiver. No waiver by any party of any right on any occasion shall be construed as a bar to or waiver of any right or remedy on any future occasion.
- XIV. Severability. If any provision of this Agreement shall be held or deemed by a court of competent jurisdiction to be invalid, inoperative or unenforceable, the remaining provisions herein contained shall nonetheless continue to be valid, operative and enforceable as though the invalid, inoperative or unenforceable provision had not been included in the Agreement.
- XV. Survival of Warranties. All representations, warranties, agreements, covenants and obligations in this Agreement shall be deemed to have been relied upon by the other party, and shall survive the completion of this Agreement and shall not merge in the performance of any obligation by any party hereto.
- XVI. Fees and Expenses. Each of the Parties shall bear its own expenses in connection with the negotiation and consummation of the transactions contemplated by this Agreement.
- XVII. Notices. All invoices, reports, correspondence, notices, requests, demands and other communications here under shall be in the English Language, in writing. All notices required to be given under this Agreement by either party to the other may be effected by personal delivery, or by mail (registered or certified, postage, prepaid with return receipt requested). Notices delivered personally shall be deemed communicated as of actual receipt. Mailed notices shall be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first. Notices shall be addressed and delivered to the parties as follows, provided that each party may change the address by giving the other party written notice in accordance with this section:

TO GHS OCD:

GUAM HOMELAND SECURITY OFFICE OF CIVIL DEFENSE

TO HOTEL:

- XVIII. Transmission of Data in Digital Form. If the parties intend to transmit any information or documentation in digital form, they shall establish necessary protocols governing such transmissions, unless otherwise already provided in this Agreement.
- XIX. Assignment/Subcontractors. It is expressly acknowledged that Hotel is solely responsible for the fulfillment of its duties and obligations under this Agreement, regardless of whether or not Hotel utilizes one or more subcontractors for such purpose.

The right and interest of Hotel under this Agreement (including, but not limited to, Hotel's right to or interest in any part of or all payments under this Agreement) may not be assigned, transferred or subcontracted to any other person, Hotel, corporation or other entity, whether by agreement, merger, operation of law or otherwise, without the prior, express written consent of GHS.OCD. In the event of a permissive subcontract or assignment of this Agreement by Hotel, Hotel agrees that any subcontractors retained by Hotel or assignees shall be subject to all provisions of this Agreement.

- XX. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns and transferees, except as otherwise provided for under the terms of this Agreement.
- XXI. Scope of Agreement. This Agreement (i) supersedes any and all other Agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and (ii) contain all of the covenants and Agreements between the Parties with respect to such subject matter in any manner whatsoever. The Hotel and GHS OCD each acknowledge that no representations, inducements, promises or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in the Agreement shall be valid or binding.
- XXII. Captions. All Section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the content of the Agreement.
- **XXIII.** Counterparts. This Agreement may be executed in counterparts, all of which taken together shall be deemed one original.
- XXIV. Governing Law and Forum Selection. Except to the extent United States federal law is applicable, the validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of Guam. Hotel expressly recognizes that the Government Claims Act (Title 5 of the Guam Code Annotated, Chapter 6) applies with respect only to claims of money owed by or to the Hotel/Hotel against the Government, if the claim arises out of or in connection with this Agreement. Hotel also expressly recognizes that all other claims by the Hotel. Hotel against the Government are subject to the Guam Procurement Law (Title 5 of the Guam Code Annotated, Chapter 5).
- XXV. Consent to Jurisdiction. Hotel hereby expressly consents to the jurisdiction and venue of Guam with respect to any protest or dispute resolution, and the forum of the courts of Guam with respect to any and all claims which may arise by reason of this Agreement, except as otherwise may be provided by Guam Procurement Law. Hotel waives any and all rights it may otherwise have to contest the same or to proceed with any claims arising by reason of this Agreement in a different jurisdiction, forum, or venue.

#### XXVI. Compliance with Laws.

- A. In General. The Hotel shall comply with all U.S. and Guam laws, statutes, regulations and ordinances applicable to this Agreement. The Hotel represents and warrants that it is fully licensed to do business in Guam to render the services to be provided herein.
- B. Non-Discrimination in Employment. The Hotel agrees: (i) not to unlawfully discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap; (ii) to include a provision similar to that contained in subsection (i) above in any subcontract or assignment agreement except a subcontract for standard commercial supplies or raw materials; and (iii) to post and to cause subcontractors and/or assignees to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

# XXVII. Retention and Access to Records and Audit Review.

The GHSJOCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives must have the right of access to any documents, papers, or other records of the Hotel which are pertinent to the contract, in order to make audits, examinations, excerpts, and transcripts, and to inspect supplies and services and audit records at any Hotel or proposed subcontractor's facility or place of business and perform tests both: prior to award of a contract, to determine responsibility and capability of performing any contract to be awarded under a solicitation, and to determine whether the Hotel's or subcontractor's facilities, supplies, or services conform to solicitation requirements; or after award, to determine whether the awarded contractor is conforming to contract requirements, and its performance is therefore acceptable. This right also includes timely and reasonable access to the Hotel's personnel for the purpose of interview and discussion related to such documents. The Hotel agrees to abide by the following access, audit, and inspection terms:

Access to Records and Retention. The Hotel, including its subcontractors, if any, agrees that it shall maintain and retain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and relative to its cost or pricing data, and shall make such materials available at all reasonable times after submission of its Offer, during any awarded contract term, and for three (3) years from the date of final payment under any awarded contract or for three (3) years from the date that all other pending matters are closed, whichever is later, for inspection in Guam or at any reasonable location designated by the GHS OCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives, unless the Offeror is notified in writing by the Federal Emergency Management Agency, the cognizant agency for audit, the oversight agency for audit, the cognizant agency for indirect costs, or the GHS:OCD to extend the retention period. If any litigation, claim, or audit is started before the expiration of the threeyear period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. Records for real property and equipment acquired with the funds from the awarded contract must be retained for three (3) years after final disposition of the real property and equipment. Each subcontract by the Offeror shall include a provision containing the conditions of this Section for any contract awarded under this solicitation.

Right to Audit. Hotel shall establish and maintain a reasonable accounting system that enables the GHS OCD or the Federal Emergency Management Agency to readily identify Offeror's assets, expenses, costs of goods, and use of funds. The GHSJOCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to its Offer, the solicitation, or this Agreement, which are kept by or under the control of the Hotel, including, but not limited to those kept by the Hotel, its employees, agents, assigns, successors, and subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including bids of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back-charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Hotel shall, at all times during the term of any awarded contract and for a period of three (3) years after the date of final payment under any awarded contract, maintain such records, together with such supporting or underlying documents and materials.

The Hotel shall at any time requested by GHS/OCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives before, during, or after completion of an awarded contract, and at Hotel's own expense make such records available for inspection and audit (including copies and extracts of records as required) by GHS OCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives Such records shall be made available to GHS OCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives, during normal business hours at the Hotel's office or place of business without prior notice. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for GHS OCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives. Hotel shall ensure GHS OCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives has these rights with Hotel's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Hotel and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Hotel's obligations to GHS OCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives. Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by GHS/OCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives unless certain exemption criteria are met.

If the audit identifies overpricing or overcharges (of any nature) by the Hotel to GHSJOCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives in excess of one-half of one percent (.5%) of the total contract billings, the Hotel shall reimburse the GHS OCD or the entity that conducted the audit for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the GHS OCD may recoup the costs of the audit work from the Hotel. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Hotel's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of GHS OCD the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives' findings to Hotel.

- C. Right to Enter and Inspect. GHS/OCD the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives may, at any time, without notice, enter and inspect the Hotel's or subcontractor's facilities, place(s) of business, or any place(s) of performance of this Agreement. The GHS OCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives may enter and inspect any plans, supplies, services, equipment, work and records at these locations which are related to the performance of this Agreement, and may conduct any testing deemed necessary to determine whether the Hotel's or subcontractor's compliance or conformity to the solicitation or contract requirements. Guam may enter and audit the cost or pricing data, books, and records of the Hotel or any subcontractor, and/or investigate in connection with an action to debar or suspend a person from consideration for award of contracts pursuant to § 9102 (Authority to Debar or Suspend) of the Guam Procurement Rules and Regulations.
- XXVIII. Program Fraud and False or Fraudulent Statements or Related Acts. Hotel stipulates that Title 5 GCA Chapter 37, the False Claims and Whistle blower Act applies to this Agreement and to all Hotel's actions pertaining to this Agreement. The False Claims and Whistle blower Act was passed as Public Law 34-116, Chapter III, Section 20 (lapsed into law August 24, 2018) and codified at Title 5 GCA Chapter 37.

# XXIX. Government of Guam and GHS/OCD Not Liable.

- A. General Liability. GHS/OCD and the government of Guam assume no liability for any accident or injury that may occur to Hotel, its agents, dependents, or personal property while in execution of duties under this Agreement.
- B. Prior Work. GHS OCD and the government of Guam shall not be liable to Hotel for any services performed by Hotel prior to the approval of this Agreement by the Procurement Officer and the Hotel hereby expressly waives any and all claims for compensation for acts performed in expectation of this Agreement prior to its approval by the Governor of Guam.
- C. GHS/OCD not Liable. GHS OCD assumes no liability for any accident, loss, claim, judgment, action or injury that may occur to the Hotel and/or the Hotel's Partner's, officers, directors, agents, servants, subcontractors and/or employees, and or to the personal property of any such person or entity, arising out of the performance of services under this Agreement except to the extent caused or contributed to by the negligent act or omission of GHS/OCD.

No officer, agent, or employee of GHS OCD shall be liable personally under or by reason of this Agreement or any of its provisions. In addition, GHS OCD assumes no liability for any accident or injury that may occur to Hotel's officers, directors, employees, agents, or dependents while traveling to and from Guam in furtherance of this Agreement.

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

XXXI. Modifications including those Due to Public Welfare, Change in Law or Change in Marketing Conditions.

GHS OCD shall have the unilateral power to modify the Agreement at any time subject to the written agreement of Hotel. GHS OCD shall have the power to make changes in the Agreement and to impose new rules and regulations on the Hotel under the Agreement relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare or due to a change in law. GHS OCD shall give the Hotel notice of any proposed change in the Agreement and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Hotel.

In the event GHS OCD materially alters the obligations of the Hotel, or the benefits to GHS OCD, then the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of the Hotel, then the Hotel or GHS OCD shall be entitled to an adjustment in the rates and charges established under the Agreement. Hotel shall be entitled to terminate this Agreement rather than accept modified terms. Nothing contained in the Agreement shall require any party to perform any act or function contrary to law. GHS OCD and the Hotel agree to enter into good faith negotiations regarding modifications to the Agreement, which may be required in order to implement changes in the interest of the public welfare or due to changes in law. When such modifications are made to the Agreement, GHS OCD and the Hotel shall negotiate in good faith a reasonable and appropriate adjustment for any changes in services or other obligations required of the Hotel directly and demonstrably due to any modification in the Agreement under this clause.

XXXII. Non-segregated Facilities. The Hotel must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The Hotel may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The Hotel's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the Hotel's control, where the facilities are segregated.

The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The Hotel shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

XXXIII. Hotel Employee Benefits, Taxes, and Insurance. Hotel agrees there shall be no government of Guam employee benefits accruing to Hotel under this Agreement, including, but not limited to:

- a) Insurance coverage provided by the GHS OCD;
- b) Participation in the government of Guam retirement system
- c) Accumulation of vacation leave or sick leave; and d) Workers Compensation coverage.
- A. Status of Hotel. The Hotel and its officers, agents, servants, subcontractors and employees are independent contractors performing Services for GHS OCD and are not employees of either GHS OCD or the government of Guam. The Hotel and its officers, agents, servants and employees shall not accrue vacation or sick leave, participate in the government of Guam retirement system, insurance coverage, bonding, use of government vehicles or any other benefits accorded to government of Guam employees as a result of this Agreement. Hotel agrees that Hotel and its aforementioned employees, officers, directors, agents, servants, and subcontractors are not and will not become an employee, officer or Board member of GHS OCD at any time during the duration of this Agreement, and will otherwise comply with the provisions of the Guam Procurement Law regarding ethics in public contracting (Title 5 Guam Code Annotated, Chapter 5, Article 11, and its associated rules and regulations).

Nothing in this Agreement or any action taken under this Agreement shall be deemed or construed in any manner or for any purpose to evidence or establish as between Hotel and GHS/OCD a relationship of partnership, agency, association, joint venture or representative, nor does this Agreement authorize any party to undertake or bind any obligation or responsibility on behalf of the other party. In addition, there shall be no withholding of taxes by GHS/OCD for the Hotel.

B. Tax and Withholding Liability, The Hotel assumes responsibility for its personnel and subcontractors providing services hereunder and will make all deductions and payments for social security and withholding taxes and for contributions to employment compensation funds, employee benefits, or any other payments required by the governments of the United States and Guam, if required. Hotel is responsible for paying when due any and all income taxes, gross receipts taxes or business privilege taxes, or any other taxes or assessments incurred as a result of the services performed by the Hotel and Hotel's employees or agents under this Agreement or the compensation paid to Hotel for services performed under this Agreement, unless Hotel is a non-resident person or entity without a valid Guam Business License, in which case a withholding fee equal to four percent (4%) of the total dollar value of this Agreement will be withheld for the payment of Guam's Business Privilege Tax in accordance with 11 GCA § 71114 (PL 33-166).

- C. Insurance. Hotel shall maintain at the Hotel's expense all necessary insurance for its employees including but not limited to Workman's Compensation, Errors and Omissions, and liability insurance for each employee as required under U.S. and Guam Law and the mandates of the underlying RFP to this Agreement. Hotel agrees to hold harmless and indemnify GHS/OCD, its officers, directors, employees, agents, representatives, successors and assigns, for any and all claims, demands, costs, losses, fees, penalties, interest, or damages, including attorney's fees, which may be brought or asserted due to: (i) any injury, death, or property damage arising from the negligence or other wrongful or tortuous acts of Hotel or Hotel's employees, officers, contractors, directors, agents, representatives, successors, or assigns; or (ii) Hotel's failure to comply with terms of this subparagraph B.
- Wage and Benefits Compliance. Hotel warrants it shall comply with all applicable federal and local laws, rules, and regulations regarding the payment of minimum wages and benefits, in particular in accordance with the Wage Determination for Guam issued and promulgated by the U.S. Department of Labor and with Guam Public Law 26-111. Hotel guarantees health and similar benefits for its employees, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, as required by any applicable law. Hotel further guarantees a minimum of ten (10) paid holidays per annum per employee, as required by any applicable law. Hotel assumes all liability for, and hereby indemnifies BSP GCMP from, any violation of any applicable law, rule, or regulation relating to the payment of wages or benefits. In addition, this Agreement contains extension and/or renewal clauses. Therefore, at the time of any extension or renewal adjustments, there shall be a stipulation contained in the extension or renewal document stating that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the extension or renewal date shall apply, as required by any applicable law. Any renewal or extension to which this provision applies shall also contain provisions mandating health and similar benefits for employees, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee, as required by any applicable law.
- XXXIV. Equal Employment Opportunity Compliance. The Hotel and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633. The Hotel and all subcontractors must also comply with the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b).
- A. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the Hotel's project activities under this Agreement.

The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this Agreement. In the execution of this Agreement, the Hotel agrees to comply with the following minimum specific requirement activities of EEO:

- 1. The Hotel will work with GHS OCD and the Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the Agreement.
- 2. The Hotel will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of payor other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

B. EEO Officer: The Hotel will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively

administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

- C. Dissemination of Policy: All members of the Hotel's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Hotel's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
  - 1. Periodic meetings of supervisory and personnel office employees will be conducted before the start of services and then periodically, at which times the Hotel's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
  - 2. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the Hotel's EEO obligations within thirty days following their reporting for duty with the Hotel.
  - 3. All personnel who are engaged in direct recruitment for the Project will be instructed by the EEO Officer in the Hotel's procedures for locating and hiring minorities and women.
  - 4. Notices and posters setting forth the Hotel's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

- 5. The Hotel's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- D. Recruitment: When advertising for employees, the Hotel will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project workforce would normally be derived.
  - 1. The Hotel will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the Hotel will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the Hotel for employment consideration.
  - 2. In the event the Hotel has a valid bargaining agreement providing for exclusive hiring hall referrals, the Hotel is expected to observe the provisions of that agreement to the extent that the system meets the Hotel's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the Hotel to do the same, such implementation violates Federal non-discrimination provisions.
  - 3. The Hotel will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- E. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
  - 1. The Hotel will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project personnel.
  - 2. The Hotel will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
  - 3. The Hotel will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Hotel will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
  - 4. The Hotel will promptly investigate all complaints of alleged discrimination made to the Hotel in connection with its obligations under this Agreement, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Hotel will inform every complainant of all of their avenues of appeal.

# F. Training and Promotion:

- 1. The Hotel will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- 2. Consistent with the Hotel's workforce requirements and as permissible under Federal and State regulations, the Hotel shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this Agreement, this subparagraph will be superseded as indicated in the special provision. GHS/OCD may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- 3. The Hotel will advise employees and applicants for employment of available training programs and entrance requirements for each.
- 4. The Hotel will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- G. Unions: If the Hotel relies in whole or in part upon unions as a source of employees, the Hotel will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the Hotel, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
  - 1. The Hotel will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
  - 2. The Hotel will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
  - 3. The Hotel is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Hotel, the Hotel shall so certify to GHS/OCD and shall set forth what efforts have been made to obtain such information.
  - 4. In the event the union is unable to provide the Hotel with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the Hotel will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women.

The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the Hotel from the requirements of this paragraph. In the event the union referral practice prevents the Hotel from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, the Hotel shall immediately notify GHS/OCD.

- H. Reasonable Accommodation for Applicants Employees with Disabilities: The Hotel must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
- I. Selection of Subcontractors. Procurement of Materials and Leasing of Equipment: The Hotel shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Hotel shall take all necessary and reasonable steps to ensure non-discrimination in the administration of this Agreement.
  - 1. The Hotel shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this Agreement.
  - 2. The Hotel will use good faith efforts to ensure subcontractor compliance with their EEO obligations.
- J. Records and Reports: The Hotel shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the Hotel for all the Services under this Agreement and shall be available at reasonable times and places for inspection by authorized representatives of GHS-OCD.
  - K. The records kept by the Hotel shall document the following:
  - a. The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
  - b. The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
  - c. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
  - 2. If required, the Hotel and any subcontractors will submit an annual report to GHS OCD each July for the duration of the Project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the Services under this Agreement.

The staffing data should represent the project workforce on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the Hotel will be required to collect and report training data. The employment data should reflect the workforce on board during all or any part of the last payroll period preceding the end of July.

XXXV. Disclosure. The Hotel hereby represents that it has disclosed to GHS OCD all matters regarding Hotel which if not disclosed to GHS OCD would materially affect GHS/OCD's decision to enter into this Agreement with Hotel.

## XXXVI. Mandatory Representations by Hotel:

- A. Persons Convicted of Sex Offense. Hotel warrants that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 Guam Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of Hotel while on government of Guam property, with the exception of public highways. If any employee of Hotel is providing services on government property and is convicted subsequent to an award of a contract, then Hotel warrants that it will notify GHS OCD of the conviction within twenty-four hours of the conviction, and will immediately remove such convicted person from providing services on government property. If Hotel is found to be in violation of any of the provisions of this paragraph, then GHS OCD will give notice to Hotel to take corrective action. Hotel shall take corrective action within twenty-four (24) hours of notice from GHS OCD, and Hotel shall notify GHS OCD when action has been taken. If Hotel fails to take corrective steps within twenty-four (24) hours of notice from GHS OCD in its sole discretion may temporarily suspend this agreement.
- B. Gratuities and Kickbacks. Hotel warrants it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107.
- C. Contingent Fees. Hotel warrants it has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies.
- D. Ethical Standards. IIotel warrants it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article II of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

# XXXVII. Hotel's Ethical Warranties.

- Warranty against Employment of Sex Offenders. Hotel warrants that: (1) no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 Guam Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of Hotel while on government of Guam property, with the exception of public highways; and (2) that if any person providing services on behalf of Hotel 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 at any time during the performance of the contract, that such person will be immediately removed from working on government property and Hotel warrants that it will notify the Director of the AGENCY within twenty-four (24) hours of such conviction. If Hotel is found to be in violation of any of the provisions of this paragraph, then GHS OCD will give notice to Hotel to take corrective action. Hotel shall take corrective action within twenty-four (24) hours of notice from GHS/OCD, and Hotel shall notify GHS/OCD when action has been taken. If Hotel fails to take corrective steps within twenty-four (24) hours of notice from GHS/OCD, then GHS OCD in its sole discretion may temporarily suspend this agreement.
- B. Covenant against Contingent Fees. Hotel represents that it has not retained a person to solicit or secure a government of Guam contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of hona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
- C. Representation Regarding Gratuities. Kickbacks, and Favor. The Hotel represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities, kickbacks, and favors set forth in the Guam Procurement Law.
- D. Ethical Standard. Hotel represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article II (Ethics in Public Contracting) of the Guam Procurement Law and in Article II of the government of Guam Procurement Regulations.
- XXXVIII. Guam Debarment. Hotel warrants that it will comply with the provisions of 5 GCA Chapter 5 Articles 9 and 11, subject to debarment or suspension, and that it will not employ any subcontractors who have been federally debarred or debarred by the government of Guam.
- AXXIX. Federal Debarment. Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award of federal funds (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM). in, accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Hotel warrants that it is not a party listed on the government wide exclusions in the System for Award Management (SAM), and will comply with the provisions of Subpart C of 2 CFR Part 1326, "Non-procurement Debarment and Suspension," (published in the Federal Register on December 21,2006, 71 FR 76573) which generally prohibits entities that have been debarred, suspended, or voluntarily excluded from participating in non-procurement transactions either through primary or lower tier covered transactions, and which sets forth the responsibilities of recipients of federal financial assistance regarding transactions with other persons, including subrecipients and contractors.

Hotel agrees to the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Lower Tier Covered Transaction (Sub-Recipient), which is a material representation of fact, and agrees to include the following notice in the awarded contract, sub-award, or subcontract, as applicable:

"Applicants/bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of a DOC official) are subject to 2 CFR Part

1326, Subpart C, "Government-wide Debarment and Suspension (Non-procurement)." In addition, applicants/bidders for a lower tier covered transaction for a sub-award, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to 15 CFR Part 28, "New Restrictions on Lobbying."

Contractors should familiarize themselves with these provisions, including the certification requirements. Therefore, during contract performance applications for a lower tier covered transaction must include a Form CD-512, "Certification Regarding Lobbying Lower Tier Covered Transactions," completed without modification.

XL. Procurement of Recovered Materials. This is a federally funded project and pursuant to 2 CFR § 200.322, any Hotel awarded a contract under this RFP and all of its subcontractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, with CFR 1210MB Guidance § 200.324 where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

# XLI. Drug Free Workplace.

Hotel agrees to comply with Title V of the Drug-Free Workplace Act of 1988, 34 CFR Part 85, Subpart F (Pub. L. No. 100-690, Title V, Sec. 5153, as amended by Pub. L. No. 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U. S. c. § 8102); and the implementing regulations published at 2 CFR Part 182, "Government-wide Requirements for Drug-free Workplace (Financial Assistance)"; and the laws and regulations promulgated by the Federal Government and to maintain a drug-free workplace.

- A. The Hotel shall, within 30 days after award:
- 1. Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance as defined and listed in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812), and as further defined by regulation at 21 CFR 1308.11 through 1308.15,] is prohibited in the Hotel's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
  - 2. Establish an ongoing drug-free awareness program to inform such employees about-
    - (i) The dangers of drug abuse in the workplace;
    - (ii) The Hotel's policy of maintaining a drug-free workplace;
    - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
  - 3. Provide all employees engaged in performance of the Agreement with a copy of the statement required by paragraph (1) of this clause;
  - 4. Notify such employees in writing in the statement required by subparagraph (b)(l) of this clause that, as a condition of continued employment on this Agreement, the employee will:
    - (i) Abide by the terms of the statement; and
    - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
  - 5. Notify the Procurement Officer in writing within 10 days after receiving notice under subdivision (4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
  - 6. Within 30 days after receiving notice under subdivision (4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
  - (i) Taking appropriate personnel action against such employee, up to and including termination; or
  - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
  - 7. Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (1) through (6) of this clause.

- B. The Hotel, if an individual, agrees by award of this Agreement not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this Agreement.
- C. In addition to other remedies available to GHS:OCD, the Hotel's failure to comply with the requirements of paragraph (B) or (C) of this clause may render the Hotel subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

## XLII. Disputes.

- A. GHS OCD and the Hotel agree to attempt resolution of all controversies which arise under, or are by virtue of, this procurement and any resulting contract through mutual agreement. If the controversy is not resolved by mutual agreement, then the Hotel shall request the government in writing to issue a final decision within sixty days after receipt of the written request. If the government does not issue a written decision within sixty days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Hotel may proceed as though the government had issued a decision adverse to the Hotel.
- B. GHS OCD shall immediately furnish a copy of the decision to the Hotel, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.
- C. GHS OCD's decision shall be final and conclusive, unless fraudulent or unless the Hotel appeals the decision.
- D. This subsection applies to appeals of GHS OCD's decision on a dispute. For money owed by or to GHS OCD under this Agreement, the Hotel shall appeal the decision in accordance with the Government Claims Act by initially filing a claim with the Office of the Attorney General no later than eighteen months after the decision is rendered by GHS OCD or from the date when a decision should have been rendered. For all other claims by or against GHS OCD arising under this Agreement, the Office of the Public auditor has jurisdiction over the appeal from the decision of GHS/OCD. Appeals to the Office of the Public Auditor must be made within sixty days of GHS OCD's decision or from the date the decision should have been made.
- E. The Hotel shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.
- F. The Hotel shall comply with GHS OCD's decision and proceed diligently with performance of the Agreement pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, the Agreement, except where the Hotel claims a material breach of the Agreement by GHS OCD. However, if GHS/OCD determines in writing that continuation of services under the Agreement is essential to the public's health or safety, then the Hotel shall proceed diligently with performance of the Agreement notwithstanding any claim of material breach by GHS OCD.

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XLIII. Indemnification. To the fullest extent permitted by law the Hotel shall indemnify and hold harmless the government of Guam, GHS OCD, its Contractors and Subcontractors, if any, and the agents and employees of any of them, from and against claims, damages, losses, expenses, actions, recoveries, and judgments of every nature, including but not limited to attorneys' fees, arising out of or resulting from Hotel's performance of the Services. Hotel shall indemnify the government of Guam, GHS OCD, its Project Manager and its Contractors, if any, and the agents and employees of any of them, or any Assignee against, and hold them harmless from, any and all claims, actions, damages, including reasonable attorneys' fees, obligations, liabilities, and liens arising or imposed without the fault or negligence of Hotel, in connection with latent or other defects, or any claim for patent, trademark, copyright, or "trade secret" infringement, or under the doctrine of "strict liability," imposed or incurred by or asserted against the government of Guam, GHSJOCD, its Project Manager, or their respective successors or assigns, arising out of the manufacture, purchase, lease, possession, operation, condition, use or return of the Equipment, or by operation of law. Hotel shall be liable if any claim, damage, loss or expense attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (including the Equipment itself) is caused by the negligent acts or omissions of the Hotel, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

Hotel's indemnification does not extend to liabilities caused solely by the gross negligence or intentional wrongdoing of the government of Guam. Hotel shall give GHS/OCD prompt written notice of any matter hereby indemnified against and agrees that upon written notice by GHS/OCD of the assertion of such a claim, action, damage, obligation, liability, or lien, Hotel shall assume full responsibility for the defense thereof. The government of Guam shall have an opportunity to participate in the defense at its own expense with respect to attorneys' fees and costs, but not liability; particularly when there are substantial principles of government or public law involved, when litigation might create precedent affecting future governmental operations or liability, or when involvement of the government of Guam is otherwise mandated by law. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person under this Agreement.

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

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

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

CCUE, ANITO T - GSA REMARKS: 3113 EMERGENCY PROCUREMENT EXECUTIVE ORDER 2020-04 REF: PUBLIC HEALTH EMERGENCY 10 GCA 19403 QUARANTIME FACILITY FOR 98 ROOMS	DATE		Vendor No: LOO:5294   Vendor Name:   Vendor Name:   LOTTE HOTEL GUAH, LLC   185 GUN REACH ROAD   TUMCH, GU 94913     Point of Contact:   NO RESPONSE   Date:   Phone: 671 646-6811   Pax #: 671 646-1403   Delivery:				.c	BOTAL ORGED CHAR HOTEL 626 PALE SM VITORES RD 1 TURON, GU 96911 1 Point of Conteat: 1 Point of Conteat: 1 No RESPONSE 1 Date: 1 Phone: 671 649-2000 1 Fax \$: 671 649-3053 2 Delivery: 3							Vendor No: 01476001  Vendor Name:  OUAN NETF BOTEL  1317 PALE SAN VITORES RD  TUECH, GU 96911  Point of Contect:  NO RESPONST  Date:  Phone: 671 648-1834  Fax #: 671 649-0130  Delivery:						
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I CERTIFY THAT THE FOREGOING STATEMENT OF INFORMAL QUOTATION IS TRUE AND CORRECT AND PRICES CHARGED ARE JUST, FAIR AND REASONABLE, AND THE BEST OBTAINABLE FOR THE DESCRIBED BELOW. DOCUMENT NO.: QZDQZ8Q164 APPROPRIATION NO.: \$100GZQQZ8QECQZ5Z3Q Vendor No: 02336001 Vendor Name: | Vendor No: WGC11287 | Vendor Name: | Vendor No: PC097812 | Vendor Name: 5/16/2020 - G31 Cruz, Anita T ONWARD AGAIL BEACH HOTEL 445 GGV. C.CARLOS CAMACH TARENING, GU 96913 PERLAS COURTE ROMEOUNERS AND THE OFFICE OF THE AT GENERAL, 287 WEST O'BRIE HAGATNA, GU 96910 BUYER WYNDHAM GARDEN GUAN PLIA EMPREMENT PROCURENTIT EXECUTIVE UNDER 2020-04 REF: PUBLIC HEALTE EMERGENCY 10 GCA 19403 Point of Contact: MARIA BARRETTO Point of Contact: Point of Contact: NO RESPONSE QUARANTINE FACILITY FOR 98 ROOMS VALERIE 5/15/2020 Date: 5/15/2020 Phone: 671 646-7257 Fex #: 671 646-7257 Delivery: Date: 5/15/2020 Phone: 671 646-3060 Fax #: 671 646-3059 Delivery: Date: Date: Phone: 671 647-7777 Fax #: 671 646-1721 DESCRIPTION QTY | UNIT; QTY | UNIT PRICE; EXTENSION | QTY | UNIT PRICE; EXTENSION | QTY | UNIT PRICE; EXTENSION BLANKET FURCHASE AGREEMENT
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QUARANTINE FACILITY IN   RESPONSE TO THE GOVERNMENT OF	!!!	!!!				
GUAR IN ORDER TO STILIZE AND	i i i					
PREPURPOSE SUCH FACILITIES FOR COVID-19 FOR 14 DAY MANDATORY	1 1	1 1				
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QUARANTIME RATE: EST. 270 RES.	1 1	1 1				
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PER PERSON ABBITIONAL FOR OCCUPIED ROOM RATE.			1 1			
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UNOCCUPIED HOLDING (RESERVE)   ROOM RATE: \$90.00 PER PERSON	!!			i i		
(HOTEL OCCUPANCY TAX NOT	i i					
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FULLY FURNISHED ROOMS   INCLUSIVE OF THREE (3) HEALS:	1 1					
BREAKFAST/LUNCH/DINNER; AND   LAUNDRY SERVICES:	1 1		į į			
EACH ROOM TO BE PROVIDED WITH						
PHONE SERVICES FOR LOCAL CALLS	1 1		1 1			
CMLY; CLEANING SUPPLIES FOR     EACH ROOM SUCH AS DISINFECTANT	1 1					
SPRAY, TOILET CLEANER, TOILET   BRUSH, AND 2 RAGS.	ii	<u> </u>				
ii			! ! !			
CHARLES ESTEVES 687-4821	1 1		! ! !			
LEO ESPIA 483-0361   PATRICK LEON GUERRERO 587-6864	!!		1	i i		
HARIE QUENGA 489-4742 DENILLE CALVO 489-0581	įį	į į į				
HICHAEL TAIDERON 929-1070	; ;		1 1 1			
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SPECIFICATIONS & TERMS AND   CONDITIONS.	1 1		i i i	į į į		
EMERGENCY PROCUREMENT						
EXECUTIVE ORDER 2020-04	; ;					
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REF: 10 GCA 19403 PUBLIC REALTH EMERGENCY Lourdes A. Leon Guerrero Governor **GSA** 

# GENERAL SERVICES AGENCY (Ahensian Setbision Hinirat)

Government of Guam

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

Edward M. Birn Director, DOA Edith C. Pangelinan Deputy Director, DOA

Joshua F. Tenorio

Lt. Governor

5/27/2020 ISSUE DATE

VENDOR: HOTEL SANTA FE
BEACH RESORTS, LLC
132 LAGOON DRIVE
TAMUNING, GU 96913

Amendment No.: 2020000001

VENDOR NO.: H0097179 PHONE: €71 647-8855 FAX: 671 647-88€0 EMAIL:

SUBJECT: Purchase Order No. P206E00310 Dated 5/16/2020 Focument No. Q200280164

In reference to the above subject matter, please take the following action(s) upon receipt of this Pro Forma letter. (X) marked in the Lox opposite the action, is/are the actions to be taken:

- ( X ) Cancel in its entirety
  ( ) The substitute item(s) is/are acceptable, proceed with the shipment
  ( ) Cancel the balance and consider the order complete
  ( ) Please ship VIA; A.P.F., Ocean Freight, P.P., Book Lost
  ( X ) Others: (as stated below)
  - CANCEL IN ITS ENTIRETY DUE TO VENDOR DID NOT COMPLY WITH THE SPECIFICATIONS INCLUSIVE OF THE TERMS AND CONDITIONS

\*\* MOTE: AMENDMENT CHANGES P/O VALUE. \*\*
Your immediate action in this matter is requested.

Singerely yours,

Claudia S. Adfalle Chief Producement Officer

Please fax or email back to GSA

ACKNOWLEDGMENT COPY
(PLEASE PRINT)

Received by:

Date: \_\_\_\_\_\_\_
Vendor Name: \_\_\_\_\_\_

Fax: 671-472-4217

Email: gsaprocurement@gsadoa.guam.gov

COMMITTED TO EXCELLENCE

**COMMITTED TO EXCELLENCE** 

Page 001

HOTEL NON-CONGREGATE SHE	ELTERS							
Specification: Revised 5/12/20								
1. HOTEL QUARANTINE FACILITY. 14 days mandatory quaranterism a COVID-19 affected area. Quarantine operations, require 1								
OPTION 1 - Open purchase order for fully furnished utilized rooms to include laundry services.	de meals and							
<ul> <li>Any non-resident individual traveling to Guam for reasons other than performance of essential governmental service functions, including, but not limited to tourists and non- resident family members will be required to pay 14 days quarantine out of pocket.</li> </ul>								
<ul> <li>Any member of the federal government or U.S. Armed Forces to include dependents traveling to Guam on official orders will be required to pay out of pocket.</li> </ul>								
Occupied Room Rate	\$							
Unoccupied Holding (Reserve) Room Rate	\$							
OPTION 2 - Lease the entire facility. Holding fee will be paid for unutilized than the room rate to include meals and laundry services.	rooms at a rate less							
Occupied Room Rate	\$							
Unoccupied Holding (Reserve) Room Rate	\$							
************************************	*********							
2. HOTEL ISOLATION FACILITY. Isolation of asymptomatic CO future isolation operations, will require 36 $\pm$ 11 rooms for surge.	VID-19 positive patients. For							
OPTION 1 - Open purchase order. Holding fee will be paid for unutilized re	ooms at a rate less							

than the room rate to include meals, laundry services and decontamination services.

Occupied Room Rate	\$
Unoccupied Holding (Reserve) Room Rate	\$

<ul> <li>OPTION 2         <ul> <li>Lease all rooms on a single hotel floor. Holding fee will be pa at a rate less than the room rate to include meals, laundry ser decontamination services.</li> </ul> </li> </ul>	aid for unutilized rooms vices, and							
Occupied Room Rate	\$							
Unoccupied Holding (Reserve) Room Rate	\$							
*************	**************							
<ul> <li>OPTION 3         <ul> <li>Is to combine the Quarantine Facility and Isolation Facility in a dedicated floors and/or wings. Create zones within the facility hospital. Site would require DPHSS and GMH assessment to</li> </ul> </li> </ul>	similar to a							
Occupied Room Rate	\$							
Unoccupied Holding (Reserve) Room Rate	\$							
*************************	********							
3. MEDICAL STAFF LODGING. To provide for Housing medical staff who have sustained interactions with COVID-19 positive patients. Medical staff housing operations, require 135 $\pm$ 25 rooms.								
Occupied Room Rate	\$							
Unoccupied Holding (Reserve) Room Rate	\$							
<del>`````</del>	*********							
NOTE PREFERENCE: To secure one (1) facility with multiple wings to house Isolation Patents, Quarantined Individuals, and Medical Staff.								
Quarantine Facility – From Floor to Wing								
Isolation Facility - From Floor to Wing								
Medical Staff Lodging – From Floor to Wing								
Hotel rooms must include daily cleaning supplies (i.e. disinfectant spray, toilet brush, toilet cleaner, and two (2) rags).								

# I. Statement of Leased Premises and Services to be Performed.

- A. This Agreement ensures Hotel will lease fully furnished hotel rooms with 24 hours supervision/service for all persons subject to the GHS OCD's quarantine orders to GHS OCD for the entire term of this Agreement and any renewals or extensions thereof.
- B. Hotel shall provide regular linen and towel service for all persons quarantined at the facility. These linens and towels shall be professionally laundered/cleaned per CDC guidelines as they pertain to COVID-19.
- C. Hotel agrees to provide basic house-keeping supplies for all areas of the facility
- D. Hotel agrees to maintain and promptly address any concerns arising out of the physical facility, including but not limited to, air conditioning units, plumbing issues, and furniture.
  - E. Hotel shall provide quarantined persons with
    - Deliver palatable quality food to all quarantined persons at the facility.
       Food services must meet all applicable federal and local guidelines, laws, and regulations and meet the guidelines prescribed herein.
    - Provide an efficient system whereby occupants receive meals that provide proper nutrition and meet specific dietary needs of individual medical conditions, religious requirements or management plans.
    - Provide nutritious meals to quarantined person three (3) times a day, seven (7) days a week.
  - F. Hotel shall furnish at its own expense, all proper and adequate equipment, materials, labor, personnel, and supplies necessary to provide the Leased Premises and perform the Services in a safe, professional, workmanlike and diligent manner, and shall provide and have available at all times for use by its employees engaged in the performance of such services all safety equipment and appliances needed for maximum protection of its employees and other persons against injuries.

# II. Term of Agreement.

	A.	Effectiv	c Date. Thi	s Agreem	ent shalt be	effective	starting		
GHS OCD	snall not t	e respon	sible for any	y services	prior to that	it date, an	d HOTEL	warrants	that
no services	shall be po	erformed	under this A	greement	prior to the	effective	date.		

	B.	Initial T	Term.	The	Initial	Term	of this	Agreement	shall	begin	immedia	telv
on the effective	e date a	nd shall	end on					_				

- C. Renewal Terms. At the option of GHS:OCD, and as agreed to by the Hotel, this Agreement may be renewed for ten (10) additional one (1) month periods, subject to wage and benefit compliance and the appropriation, allocation and availability of funds (each being a "Renewal Term"). Upon expiration of the Renewal Term, this Agreement shall expire, unless sooner terminated.
- D. Decontamination Period. Upon expiration of the Initial Term or any subsequent renewal term (whichever is later), GHSiOCD shall be allowed a decontamination period to last fifteen (15) days, at no cost to GHSiOCD, for the sole purpose of cleaning the facility per CDC guidelines.

#### III. Compensation.

- A. Compensation. Compensation for Services: Hotel shall receive compensation based on the following formula: FULLY FURNISHED UTILIZED ROOM PER DAY. (SEE ATTACHED "SPECIFICATION").
- B. Contract Type. This is a Firm Fixed-Price Lease and Related Services Contract. The compensation/price stated herein is not subject to adjustment or increase because of variations in the Hotel's actual cost of performing the work and Services specified in this Agreement. Any price adjustments to this Agreement may only be made in accordance with valid, approved Change Orders pursuant to the Change Orders Clause of this Agreement and the Price Adjustment Clause of this Agreement.
- C. No Compensation Prior to Approval of Agreement. GHS OCD shall not be liable to Hotel for any services performed by Hotel prior to full execution of this Agreement by all parties, and Hotel expressly waives any and all claims for services performed in expectation of this Agreement prior to its full execution.
- D. Final Payment. Final payment shall be made upon satisfactory performance of all services required to be performed by Hotel under this Agreement. Prior to the final payment due Hotel, and as a condition precedent thereto, Hotel shall execute and deliver to GHS OCD a release in form approved by GHS OCD of claims against GHS OCD arising under this Agreement. Hotel expressly waives the provision of Section 82602 of Title 18, Guam Code Annotated, which states:

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

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

#### IV. Availability of Funds.

This Agreement is contingent upon the availability of governmental funds. Funds are available for the first fiscal period of this Agreement. The initial source of the funds for this Agreement is local funds. The government of Guam and GHS OCD shall have no liability under this Agreement to the Hotel or to anyone else beyond the certified funds available for this Agreement.

#### V. Price Adjustment Clause

- A. Price Adjustment Methods. Any adjustment in contract price pursuant to clauses in this Agreement shall be made in one or more of the following ways:
  - 1. by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
  - 2. by unit prices specified in the Offer, Agreement, or subsequently agreed upon;
  - by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the Agreement or subsequently agreed upon;
  - 4. in such other manner as the parties may mutually agree; or
  - 5. in the absence of an agreement between the parties, by a unilateral determination by the Procurement Officer of costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the Procurement Officer in accordance with generally accepted accounting principles and applicable sections under Chapter 7 (Cost Principles) of the Guam Procurement Regulations and subject to the provisions of Article 5, Chapter 5 of 5 GCA (Legal and Contractual Remedies) of the Guam Procurement Law.
- B. Submission of Cost or Pricing Data. The Hotel shall submit cost or pricing data for any price adjustments subject to the provision of Section 3118 (Cost or Pricing Data) of the Guam Procurement Regulations. GHS OCD may require the Hotel to provide invoices, paid bills, or any other proof it deems appropriate to determine compliance with this provision.

#### VI. Changes

A. All contract change orders must be approved in writing by the GHS/OCD on a form approved by GHS/OCD to record change orders.

The Procurement Officer with the consent by GHS/OCD at any time, and without notice to the parties, in a signed writing designated or indicated to be a change order, may order:

- (1) changes in the services within the scope of the Agreement; and
- (2) changes in the time for performance of the Agreement that do not alter the scope of the Agreement.

B. Adjustments of Price or Time for Performance. GHS OCD reserves the right to increase or decrease any unit priced quantity as may be deemed reasonable or necessary in order to complete the Services contemplated under this Agreement.

If any such change order increases or decreases the Hotel's cost of, or the time required for, performance of any part of the services under this Agreement, whether or not changed by the order, an adjustment shall be made and the Agreement modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Standard Price Adjustment Clause of this Agreement. Failure of the parties to agree to an adjustment shall not excuse a Hotel from proceeding with the Agreement as changed, provided that the government of Guam promptly and duly make such provisional adjustments in payments or time for performance as may be reasonable. By proceeding with the services, the Hotel shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion. All changes must be recorded on a contract change order before they can be included in an application for payment/invoice.

- C. Written Certification. The Hotel shall not perform any change order in excess of \$5,000 unless it bears, or the Hotel has separately received, a written certification, signed by the Procurement Officer CEO or other responsible official that funds are available therefor; and, if acting in good faith, the Hotel may rely upon the validity of such certification.
- D. Time Period for Claim. Within 30 days after receipt of a written change order under Paragraph (I) (Change Order) of this clause, unless such period is extended by the Procurement Officer in writing, the Hotel shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the Hotel's claim unless the government of Guam is prejudiced by the delay in notification.
- E. Claim Barred After Final Payment. No claim by the Hotel for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this Agreement.
- F. Claims Not Barred. In the absence of such a change order, nothing in this clause shall restrict the Hotel's right to pursue a claim arising under the Agreement, if pursued in accordance with the clause entitled Claims Based Upon GHS OCD's Actions or Omissions or for breach of contract.

#### VII. Subcontractors

A. Subcontractor. A subcontractor is a person or entity who has a direct contract with the Hotel or a higher tier subcontractor to perform a portion of the Services set forth in this Agreement.

- B. Award of Subcontracts and Other Contracts for Portions of the Services.
  - 1. Unless otherwise stated in this Agreement, the Hotel, as soon as practicable after execution of this Agreement, shall furnish in writing to GHS/OCD the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Services. GHS-OCD may reply within 14 days to the Hotel in writing stating: (1) whether GHS/OCD has reasonable objection to any such proposed person or entity; or (2) that GHS/OCD requires additional time for review. Failure of GHS/OCD to reply within the 14-day period shall constitute notice of no reasonable objection.
  - 2. The Hotel shall not contract with a proposed person or entity to whom GHS/OCD has made reasonable and timely objection. The Hotel shall not be required to contract with anyone to whom the Hotel has made reasonable objection.
  - 3. The Hotel shall not substitute a subcontractor, person or entity previously selected if GHS OCD makes reasonable objection to such substitution.
- C. Subcontractor Relations. By appropriate written agreement the Hotel shall require each subcontractor, to the extent of the Services to be performed by the subcontractor, to be bound to the Hotel by terms of this Agreement, and to assume toward the Hotel all the obligations and responsibilities, including the responsibility for safety of the subcontractor's Services, which the Hotel, by these Documents, assumes toward GHS/OCD. Each subcontract agreement shall preserve and protect the rights of GHS OCD under this Agreement with respect to the Services to be performed by the subcontractor so that subcontracting thereof will not prejudice such rights. Hotel shall have full responsibility under this Agreement, the Offer Documents, conditions, Plans, and Specifications for any subcontracts which the Hotel may let.
- D. Subcontracts. The Hotel or subcontractor shall insert in any subcontracts the clauses set forth in this Agreement, to include a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Hotel shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

# VIII. Suspension of Services

- A. Suspension for Convenience. The Procurement Officer may order the Hotel in writing to suspend, delay, or interrupt all or any part of the services for such period of time as may be appropriate for the convenience of GHS OCD.
- B. Adjustment of Cost. If the performance of all or any part of the services is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the Procurement Officer in the administration of this Agreement, or by the failure of the Procurement Officer to act within the time specified in this Agreement (or if no time is specified, within reasonable time), an adjustment shall be made for any increase in the cost of performance of this Agreement necessarily caused by such unreasonable suspension, delay, or interruption and the Agreement modified in writing accordingly.

However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent: (a) that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Hotel; or (b) for which an adjustment is provided for or excluded under any other provision of this Agreement.

- C. Time Restriction on Claim. No claim under this clause shall be allowed: (a) for any costs incurred more than twenty (20) days before the Hotel shall have notified the Procurement Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and (b) Unless the claim is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the Agreement.
- D. Adjustments of Price. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this Agreement.

# IX. Early Termination.

- A. By GHS/OCD. GHS OCD reserves the right to cancel or terminate this Agreement prior to its completion for any reason, including, but not limited to, the following:
- (i) Termination without Cause: GHS OCD may terminate this Agreement, without cause, upon the delivery of written notice to the Hotel at least thirty (30) days prior to the intended date of termination.
- (ii) Termination in the Best Interest of the Government of Guam: GHS OCD may terminate this Agreement based upon a determination that such termination is in the best interests of the Government of Guam by delivering a written notice of such termination to the Hotel and the effective date of such termination. Circumstances for termination under this clause include but are not limited to Hotel's successful completion of services under this Agreement to the satisfaction of GHS OCD.
- (iii) Termination for Cause Default: If the Hotel refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Procurement Officer may notify the Hotel in writing of the delay or non-performance and if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate the Hotel's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part the Procurement Officer may procure similar supplies or services in a manner and upon terms deemed appropriate by the Procurement Officer. The Hotel shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

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

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

#### B. By Hotel.

(i) Tennination for Cause: Hotel shall notify GHS OCD in writing of deficiencies or default in the performance of GHS/OCD's duties under this Agreement. GHS/OCD

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

- C. Termination/Modification for Lack of Funds. GHS OCD may terminate or modify this Agreement based upon a lack of funding. In such an event, GHS OCD shall promptly provide notice to Hotel and within twenty (20) days of the notice, the Parties shall renegotiate the terms of this Agreement in good faith. If the parties are unable to reach an agreement on the renegotiation, then either Party may terminate this Agreement pursuant to Section IV of this Agreement as applicable.
- D. Preservation of Property. Notwithstanding any termination of this Agreement, and subject to any directions from GHS OCD, the Hotel shall take timely and reasonable and necessary action to protect and preserve the property in the possession of Hotel in which GHS/OCD has an interest.
- E. Additional Provisions. In the event that either party effects an Early Termination, it is expressly provided that GHS OCD may issue a new solicitation with respect to such terminated services. This provision shall not be deemed an admission or waiver of any rights and defense with respect to rights of either Party under this Agreement, including but not limited to, either Parties' rights to assert damages for breach of Agreement.

#### X. Contact Person.

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

# XI. Confidentiality.

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

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

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

It is specifically provided that the limitations contained in this paragraph A shall not apply (i) to the extent required by applicable law, (ii) to the extent that any Information is now or hereafter becomes part of the public domain, but only to the limited extent that such Information, or any portion thereof, is in the public domain not as a result of any breach or violation of this Agreement, or (iii) to the extent that a party is directed otherwise under the terms of a valid and effective order, issued by a court of competent jurisdiction.

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

# XII. Claims Based Upon GUS/OCD's Actions or Omissions

A. Notice of Claim. If any action or omission on the part of GHS OCD or any entity within the government of Guam, requiring performance changes within the scope of the Agreement constitutes the basis for a claim by Hotel for additional compensation, damages, or an extension of time for completion, Hotel shall continue with performance of the Agreement in compliance with the directions or orders of GHS OCD, but by so doing, Hotel shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

- 1. Hotel shall have given written notice to GHS/OCD:
- a) prior to the commencement of the work involved, if at that time, Hotel knows of the occurrence of such action or omission;
- b) within 30 days after Hotel knows of the occurrence of such action or omission, if Hotel did not have such knowledge prior to the commencement of the work; or
  - c) within such further time as may be allowed by the GHS OCD in writing.

This notice shall state that Hotel regards the act or omission as a reason which may entitle Hotel to additional compensation, damages, or an extension of time. The GHS OCD, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the GHS OCD.

- 2. The notice required by Subparagraph (A) of this Paragraph describes as clearly as practicable at the time the reasons why Hotel believes that additional compensation, damages, or an extension of time may be remedies to which Hotel is entitled; and
- 3. Hotel maintains and, upon request, makes available to the GHS/OCD within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.
- B. Limitations of Clause. Nothing herein contained, however, shall excuse Hotel from compliance with any rules of law precluding any government of Guam officers and any contractors from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Agreement..

- XIII. Waiver. No waiver by any party of any right on any occasion shall be construed as a bar to or waiver of any right or remedy on any future occasion.
- XIV. Severability. If any provision of this Agreement shall be held or deemed by a court of competent jurisdiction to be invalid, inoperative or unenforceable, the remaining provisions herein contained shall nonetheless continue to be valid, operative and enforceable as though the invalid, inoperative or unenforceable provision had not been included in the Agreement.
- XV. Survival of Warranties. All representations, warranties, agreements, covenants and obligations in this Agreement shall be deemed to have been relied upon by the other party, and shall survive the completion of this Agreement and shall not merge in the performance of any obligation by any party hereto.
- XVI. Fees and Expenses. Each of the Parties shall bear its own expenses in connection with the negotiation and consummation of the transactions contemplated by this Agreement.
- XVII. Notices. All invoices, reports, correspondence, notices, requests, demands and other communications here under shall be in the English Language, in writing. All notices required to be given under this Agreement by either party to the other may be effected by personal delivery, or by mail (registered or certified, postage, prepaid with return receipt requested). Notices delivered personally shall be deemed communicated as of actual receipt. Mailed notices shall be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first. Notices shall be addressed and delivered to the parties as follows, provided that each party may change the address by giving the other party written notice in accordance with this section:

TO GHS OCD:

GUAM HOMELAND SECURITY OFFICE OF CIVIL DEFENSE

TO HOTEL:

- XVIII. Transmission of Data in Digital Form. If the parties intend to transmit any information or documentation in digital form, they shall establish necessary protocols governing such transmissions, unless otherwise already provided in this Agreement.
- XIX. Assignment/Subcontractors. It is expressly acknowledged that Hotel is solely responsible for the fulfillment of its duties and obligations under this Agreement, regardless of whether or not Hotel utilizes one or more subcontractors for such purpose.

The right and interest of Hotel under this Agreement (including, but not limited to, Hotel's right to or interest in any part of or all payments under this Agreement) may not be assigned, transferred or subcontracted to any other person, Hotel, corporation or other entity, whether by agreement, merger, operation of law or otherwise, without the prior, express written consent of GHS OCD. In the event of a permissive subcontract or assignment of this Agreement by Hotel, Hotel agrees that any subcontractors retained by Hotel or assignees shall be subject to all provisions of this Agreement.

- XX. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns and transferees, except as otherwise provided for under the terms of this Agreement.
- XXI. Scope of Agreement. This Agreement (i) supersedes any and all other Agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and (ii) contain all of the covenants and Agreements between the Parties with respect to such subject matter in any manner whatsoever. The Hotel and GHS OCD each acknowledge that no representations, inducements, promises or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in the Agreement shall be valid or binding.
- XXII. Captions. All Section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the content of the Agreement.
- XXIII. Counterparts. This Agreement may be executed in counterparts, all of which taken together shall be deemed one original.
- XXIV. Governing Law and Forum Selection. Except to the extent United States federal law is applicable, the validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of Guam. Hotel expressly recognizes that the Government Claims Act (Title 5 of the Guam Code Annotated, Chapter 6) applies with respect only to claims of money owed by or to the Hotel/Hotel against the Government, if the claim arises out of or in connection with this Agreement. Hotel also expressly recognizes that all other claims by the Hotel. Hotel against the Government are subject to the Guam Procurement Law (Title 5 of the Guam Code Annotated, Chapter 5).
- XXV. Consent to Jurisdiction. Hotel hereby expressly consents to the jurisdiction and venue of Guam with respect to any protest or dispute resolution, and the forum of the courts of Guam with respect to any and all claims which may arise by reason of this Agreement, except as otherwise may be provided by Guam Procurement Law. Hotel waives any and all rights it may otherwise have to contest the same or to proceed with any claims arising by reason of this Agreement in a different jurisdiction, forum, or venue.

#### XXVI. Compliance with Laws.

- A. In General. The Hotel shall comply with all U.S. and Guam laws, statutes, regulations and ordinances applicable to this Agreement. The Hotel represents and warrants that it is fully licensed to do business in Guam to render the services to be provided herein.
- B. Non-Discrimination in Employment. The Hotel agrees: (i) not to unlawfully discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap; (ii) to include a provision similar to that contained in subsection (i) above in any subcontract or assignment agreement except a subcontract for standard commercial supplies or raw materials; and (iii) to post and to cause subcontractors andlor assignees to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

# XXVII. Retention and Access to Records and Audit Review.

The GHSJOCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives must have the right of access to any documents, papers, or other records of the Hotel which are pertinent to the contract, in order to make audits, examinations, excerpts, and transcripts, and to inspect supplies and services and audit records at any Hotel or proposed subcontractor's facility or place of business and perform tests both: prior to award of a contract, to determine responsibility and capability of performing any contract to be awarded under a solicitation, and to determine whether the Hotel's or subcontractor's facilities, supplies, or services conform to solicitation requirements; or after award, to determine whether the awarded contractor is conforming to contract requirements, and its performance is therefore acceptable. This right also includes timely and reasonable access to the Hotel's personnel for the purpose of interview and discussion related to such documents. The Hotel agrees to abide by the following access, audit, and inspection terms:

A. Access to Records and Retention. The Hotel, including its subcontractors, if any, agrees that it shall maintain and retain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and relative to its cost or pricing data, and shall make such materials available at all reasonable times after submission of its Offer, during any awarded contract term, and for three (3) years from the date of final payment under any awarded contract or for three (3) years from the date that all other pending matters are closed, whichever is later, for inspection in Guam or at any reasonable location designated by the GHS OCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives, unless the Offeror is notified in writing by the Federal Emergency Management Agency, the cognizant agency for audit, the oversight agency for audit, the cognizant agency for indirect costs, or the GHS OCD to extend the retention period. If any litigation, claim, or audit is started before the expiration of the threeyear period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. Records for real property and equipment acquired with the funds from the awarded contract must be retained for three (3) years after final disposition of the real property and equipment. Each subcontract by the Offeror shall include a provision containing the conditions of this Section for any contract awarded under this solicitation.

Right to Audit. Hotel shall establish and maintain a reasonable accounting system that enables the GHS OCD or the Federal Emergency Management Agency to readily identify Offeror's assets, expenses, costs of goods, and use of funds. The GHSJOCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to its Offer, the solicitation, or this Agreement, which are kept by or under the control of the Hotel, including, but not limited to those kept by the Hotel, its employees, agents, assigns, successors, and subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including bids of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back-charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Hotel shall, at all times during the term of any awarded contract and for a period of three (3) years after the date of final payment under any awarded contract, maintain such records, together with such supporting or underlying documents and materials.

The Hotel shall at any time requested by GHS/OCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives before, during, or after completion of an awarded contract, and at Hotel's own expense make such records available for inspection and audit (including copies and extracts of records as required) by GHS OCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives Such records shall be made available to GHS OCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives, during normal business hours at the Hotel's office or place of business without prior notice. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for GHS OCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives. Hotel shall ensure GHS OCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives has these rights with Hotel's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Hotel and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Hotel's obligations to GHS OCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives. Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by GHS/OCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives unless certain exemption criteria are met.

If the audit identifies overpricing or overcharges (of any nature) by the Hotel to GHSJOCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives in excess of one-half of one percent (.5%) of the total contract billings, the Hotel shall reimburse the GHS OCD or the entity that conducted the audit for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the GHS OCD may recoup the costs of the audit work from the Hotel. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Hotel's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of GHS OCD the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives' findings to Hotel.

C. Right to Enter and Inspect. GHS OCD the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives may, at any time, without notice, enter and inspect the Hotel's or subcontractor's facilities, place(s) of business, or any place(s) of performance of this Agreement. The GHS OCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives may enter and inspect any plans, supplies, services, equipment, work and records at these locations which are related to the performance of this Agreement, and may conduct any testing deemed necessary to determine whether the Hotel's or subcontractor's compliance or conformity to the solicitation or contract requirements. Guam may enter and audit the cost or pricing data, books, and records of the Hotel or any subcontractor, and/or investigate in connection with an action to debar or suspend a person from consideration for award of contracts pursuant to § 9102 (Authority to Debar or Suspend) of the Guam Procurement Rules and Regulations.

XXVIII. Program Fraud and False or Fraudulent Statements or Related Acts. Hotel stipulates that Title 5 GCA Chapter 37, the False Claims and Whistle blower Act applies to this Agreement and to all Hotel's actions pertaining to this Agreement. The False Claims and Whistle blower Act was passed as Public Law 34-116, Chapter III, Section 20 (lapsed into law August 24, 2018) and codified at Title 5 GCA Chapter 37.

# XXIX. Government of Guam and GHS/OCD Not Liable.

- A. General Liability. GHS/OCD and the government of Guam assume no liability for any accident or injury that may occur to Hotel, its agents, dependents, or personal property while in execution of duties under this Agreement.
- B. Prior Work. GHS OCD and the government of Guam shall not be liable to Hotel for any services performed by Hotel prior to the approval of this Agreement by the Procurement Officer and the Hotel hereby expressly waives any and all claims for compensation for acts performed in expectation of this Agreement prior to its approval by the Governor of Guam.
- C. GHS/OCD not Liable. GHS/OCD assumes no liability for any accident, loss, claim, judgment, action or injury that may occur to the Hotel and/or the Hotel's Partner's, officers, directors, agents, servants, subcontractors and/or employees, and or to the personal property of any such person or entity, arising out of the performance of services under this Agreement except to the extent caused or contributed to by the negligent act or omission of GHS/OCD.

No officer, agent, or employee of GHS OCD shall be liable personally under or by reason of this Agreement or any of its provisions. In addition, GHS OCD assumes no liability for any accident or injury that may occur to Hotel's officers, directors, employees, agents, or dependents while traveling to and from Guam in furtherance of this Agreement.

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

XXXI. Modifications including those Due to Public Welfare, Change in Law or Change in Marketing Conditions.

GHS/OCD shall have the unilateral power to modify the Agreement at any time subject to the written agreement of Hotel. GHS OCD shall have the power to make changes in the Agreement and to impose new rules and regulations on the Hotel under the Agreement relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare or due to a change in law. GHS OCD shall give the Hotel notice of any proposed change in the Agreement and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Hotel.

In the event GHS OCD materially alters the obligations of the Hotel, or the benefits to GHS OCD, then the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of the Hotel, then the Hotel or GHS OCD shall be entitled to an adjustment in the rates and charges established under the Agreement. Hotel shall be entitled to terminate this Agreement rather than accept modified terms. Nothing contained in the Agreement shall require any party to perform any act or function contrary to law. GHS OCD and the Hotel agree to enter into good faith negotiations regarding modifications to the Agreement, which may be required in order to implement changes in the interest of the public welfare or due to changes in law. When such modifications are made to the Agreement, GHS OCD and the Hotel shall negotiate in good faith a reasonable and appropriate adjustment for any changes in services or other obligations required of the Hotel directly and demonstrably due to any modification in the Agreement under this clause.

XXXII. Non-segregated Facilities. The Hotel must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The Hotel may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The Hotel's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the Hotel's control, where the facilities are segregated.

The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The Hotel shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

XXXIII. Hotel Employee Benefits, Taxes, and Insurance. Hotel agrees there shall be no government of Guam employee benefits accruing to Hotel under this Agreement, including, but not limited to:

- a) Insurance coverage provided by the GHS OCD;
- b) Participation in the government of Guam retirement system
- c) Accumulation of vacation leave or sick leave; and d) Workers Compensation coverage.

A. Status of Hotel. The Hotel and its officers, agents, servants, subcontractors and employees are independent contractors performing Services for GHS OCD and are not employees of either GHS OCD or the government of Guam. The Hotel and its officers, agents, servants and employees shall not accrue vacation or sick leave, participate in the government of Guam retirement system, insurance coverage, bonding, use of government vehicles or any other benefits accorded to government of Guam employees as a result of this Agreement. Hotel agrees that Hotel and its aforementioned employees, officers, directors, agents, servants, and subcontractors are not and will not become an employee, officer or Board member of GHS OCD at any time during the duration of this Agreement, and will otherwise comply with the provisions of the Guam Procurement Law regarding ethics in public contracting (Title 5 Guam Code Annotated, Chapter 5, Article 11, and its associated rules and regulations).

Nothing in this Agreement or any action taken under this Agreement shall be deemed or construed in any manner or for any purpose to evidence or establish as between Hotel and GHS OCD a relationship of partnership, agency, association, joint venture or representative, nor does this Agreement authorize any party to undertake or bind any obligation or responsibility on behalf of the other party. In addition, there shall be no withholding of taxes by GHS OCD for the Hotel.

B. Tax and Withholding Liability, The Hotel assumes responsibility for its personnel and subcontractors providing services hereunder and will make all deductions and payments for social security and withholding taxes and for contributions to employment compensation funds, employee benefits, or any other payments required by the governments of the United States and Guam, if required. Hotel is responsible for paying when due any and all income taxes, gross receipts taxes or business privilege taxes, or any other taxes or assessments incurred as a result of the services performed by the Hotel and Hotel's employees or agents under this Agreement or the compensation paid to Hotel for services performed under this Agreement, unless Hotel is a non-resident person or entity without a valid Guam Business License, in which case a withholding fee equal to four percent (4%) of the total dollar value of this Agreement will be withheld for the payment of Guam's Business Privilege Tax in accordance with 11 GCA § 71114 (PL 33-166).

- C. Insurance. Hotel shall maintain at the Hotel's expense all necessary insurance for its employees including but not limited to Workman's Compensation, Errors and Omissions, and liability insurance for each employee as required under U.S. and Guam Law and the mandates of the underlying RFP to this Agreement. Hotel agrees to hold harmless and indemnify GHS/OCD, its officers, directors, employees, agents, representatives, successors and assigns, for any and all claims, demands, costs, losses, fees, penalties, interest, or damages, including attorney's fees, which may be brought or asserted due to: (i) any injury, death, or property damage arising from the negligence or other wrongful or tortuous acts of Hotel or Hotel's employees, officers, contractors, directors, agents, representatives, successors, or assigns; or (ii) Hotel's failure to comply with terms of this subparagraph B.
- D. Wage and Benefits Compliance. Hotel warrants it shall comply with all applicable federal and local laws, rules, and regulations regarding the payment of minimum wages and benefits, in particular in accordance with the Wage Determination for Guam issued and promulgated by the U.S. Department of Labor and with Guam Public Law 26-111. Hotel guarantees health and similar benefits for its employees, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, as required by any applicable law. Hotel further guarantees a minimum of ten (10) paid holidays per annum per employee, as required by any applicable law. Hotel assumes all liability for, and hereby indemnifies BSP GCMP from, any violation of any applicable law, rule, or regulation relating to the payment of wages or benefits. In addition, this Agreement contains extension and/or renewal clauses. Therefore, at the time of any extension or renewal adjustments, there shall be a stipulation contained in the extension or renewal document stating that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the extension or renewal date shall apply, as required by any applicable law. Any renewal or extension to which this provision applies shall also contain provisions mandating health and similar benefits for employees, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee, as required by any applicable law.
- XXXIV. Equal Employment Opportunity Compliance. The Hotel and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633. The Hotel and all subcontractors must also comply with the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b).
- A. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the Hotel's project activities under this Agreement.

The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this Agreement. In the execution of this Agreement, the Hotel agrees to comply with the following minimum specific requirement activities of EEO:

- 1. The Hotel will work with GHS OCD and the Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the Agreement.
- 2. The Hotel will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of payor other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

- B. EEO Officer: The Hotel will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively
- administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
- C. Dissemination of Policy: All members of the Hotel's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Hotel's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
  - 1. Periodic meetings of supervisory and personnel office employees will be conducted before the start of services and then periodically, at which times the Hotel's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
  - 2. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the Hotel's EEO obligations within thirty days following their reporting for duty with the Hotel.
  - 3. All personnel who are engaged in direct recruitment for the Project will be instructed by the EEO Officer in the Hotel's procedures for locating and hiring minorities and women.
  - 4. Notices and posters setting forth the Hotel's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

- 5. The Hotel's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- D. Recruitment: When advertising for employees, the Hotel will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project workforce would normally be derived.
  - 1. The Hotel will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the Hotel will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the Hotel for employment consideration.
  - 2. In the event the Hotel has a valid bargaining agreement providing for exclusive hiring hall referrals, the Hotel is expected to observe the provisions of that agreement to the extent that the system meets the Hotel's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the Hotel to do the same, such implementation violates Federal non-discrimination provisions.
  - 3. The Hotel will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- E. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
  - 1. The Hotel will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project personnel.
  - 2. The Hotel will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
  - 3. The Hotel will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Hotel will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
  - 4. The Hotel will promptly investigate all complaints of alleged discrimination made to the Hotel in connection with its obligations under this Agreement, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Hotel will inform every complainant of all of their avenues of appeal.

# F. Training and Promotion:

- 1. The Hotel will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- 2. Consistent with the Hotel's workforce requirements and as permissible under Federal and State regulations, the Hotel shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this Agreement, this subparagraph will be superseded as indicated in the special provision. GHS/OCD may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- 3. The Hotel will advise employees and applicants for employment of available training programs and entrance requirements for each.
- 4. The Hotel will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- G. Unions: If the Hotel relies in whole or in part upon unions as a source of employees, the Hotel will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the Hotel, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
  - 1. The Hotel will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
  - 2. The Hotel will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
  - 3. The Hotel is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Hotel, the Hotel shall so certify to GHS/OCD and shall set forth what efforts have been made to obtain such information.
  - 4. In the event the union is unable to provide the Hotel with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the Hotel will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women.

The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the Hotel from the requirements of this paragraph. In the event the union referral practice prevents the Hotel from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, the Hotel shall immediately notify GHS OCD.

- H. Reasonable Accommodation for Applicants Employees with Disabilities: The Hotel must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
- i. Selection of Subcontractors. Procurement of Materials and Leasing of Equipment: The Hotel shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Hotel shall take all necessary and reasonable steps to ensure non-discrimination in the administration of this Agreement.
  - 1. The Hotel shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this Agreement.
  - 2. The Hotel will use good faith efforts to ensure subcontractor compliance with their EEO obligations.
- J. Records and Reports: The Hotel shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the Hotel for all the Services under this Agreement and shall be available at reasonable times and places for inspection by authorized representatives of GHS OCD.
  - K. The records kept by the Hotel shall document the following:
  - a. The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
  - b. The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
  - c. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
  - 2. If required, the Hotel and any subcontractors will submit an annual report to GHS OCD each July for the duration of the Project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the Services under this Agreement.

The staffing data should represent the project workforce on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the Hotel will be required to collect and report training data. The employment data should reflect the workforce on board during all or any part of the last payroll period preceding the end of July

XXXV. Disclosure. The Hotel hereby represents that it has disclosed to GHS OCD all matters regarding Hotel which if not disclosed to GHS OCD would materially affect GHS/OCD's decision to enter into this Agreement with Hotel.

# XXXVI. Mandatory Representations by Hotel:

- A. Persons Convicted of Sex Offense. Hotel warrants that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 Guam Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of Hotel while on government of Guam property, with the exception of public highways. If any employee of Hotel is providing services on government property and is convicted subsequent to an award of a contract, then Hotel warrants that it will notify GHS OCD of the conviction within twenty-four hours of the conviction, and will immediately remove such convicted person from providing services on government property. If Hotel is found to be in violation of any of the provisions of this paragraph, then GHS OCD will give notice to Hotel to take corrective action. Hotel shall take corrective action within twenty-four (24) hours of notice from GHS OCD, and Hotel shall notify GHS OCD when action has been taken. If Hotel fails to take corrective steps within twenty-four (24) hours of notice from GHS OCD, then GHS OCD in its sole discretion may temporarily suspend this agreement.
- B. Gratuities and Kickbacks. Hotel warrants it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107.
- C. Contingent Fees. Hotel warrants it has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies.
- D. Ethical Standards. Hotel warrants it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article II of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

#### XXXVII. Hotel's Ethical Warranties.

- A. Warranty against Employment of Sex Offenders. Hotel warrants that: (1) no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 Guam Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of Hotel while on government of Guam property, with the exception of public highways; and (2) that if any person providing services on behalf of Hotel 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 at any time during the performance of the contract, that such person will be immediately removed from working on government property and Hotel warrants that it will notify the Director of the AGENCY within twenty-four (24) hours of such conviction. If Hotel is found to be in violation of any of the provisions of this paragraph, then GHS OCD will give notice to Hotel to take corrective action. Hotel shall take corrective action within twenty-four (24) hours of notice from GHS/OCD, and Hotel shall notify GHS OCD when action has been taken. If Hotel fails to take corrective steps within twenty-four (24) hours of notice from GHS/OCD, then GHS OCD in its sole discretion may temporarily suspend this agreement.
- B. Covenant against Contingent Fees. Hotel represents that it has not retained a person to solicit or secure a government of Guam 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.
- C. Representation Regarding Gratuities. Kickbacks, and Favor. The Hotel represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities, kickbacks, and favors set forth in the Guam Procurement Law.
- D. Ethical Standard. Hotel represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article II (Ethics in Public Contracting) of the Guam Procurement Law and in Article II of the government of Guam Procurement Regulations.
- XXXVIII. Guam Debarment. Hotel warrants that it will comply with the provisions of 5 GCA Chapter 5 Articles 9 and 11, subject to debarment or suspension, and that it will not employ any subcontractors who have been federally debarred or debarred by the government of Guam.
- and 12689)-A contract award of federal funds (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM). in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Hotel warrants that it is not a party listed on the government wide exclusions in the System for Award Management (SAM), and will comply with the provisions of Subpart C of 2 CFR Part 1326, "Non-procurement Debarment and Suspension," (published in the Federal Register on December 21,2006, 71 FR 76573) which generally prohibits entities that have been debarred, suspended, or voluntarily excluded from participating in non-procurement transactions either through primary or lower tier covered transactions, and which sets forth the responsibilities of recipients of federal financial assistance regarding transactions with other persons, including subrecipients and contractors.

Hotel agrees to the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Lower Tier Covered Transaction (Sub-Recipient), which is a material representation of fact, and agrees to include the following notice in the awarded contract, sub-award, or subcontract, as applicable:

"Applicants/bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of a DOC official) are subject to 2 CFR Part

1326, Subpart C, "Government-wide Debarment and Suspension (Non-procurement)." In addition, applicants/bidders for a lower tier covered transaction for a sub-award, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to 15 CFR Part 28, "New Restrictions on Lobbying."

Contractors should familiarize themselves with these provisions, including the certification requirements. Therefore, during contract performance applications for a lower tier covered transaction must include a Form CD-512, "Certification Regarding Lobbying Lower Tier Covered Transactions," completed without modification.

XL. Procurement of Recovered Materials. This is a federally funded project and pursuant to 2 CFR § 200.322, any Hotel awarded a contract under this RFP and all of its subcontractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, with CFR 1210MB Guidance § 200.324 where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

#### XLI. Drug Free Workplace.

Hotel agrees to comply with Title V of the Drug-Free Workplace Act of 1988, 34 CFR Part 85, Subpart F (Pub. L. No. 100-690, Title V, Sec. 5153, as amended by Pub. L. No. 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U. S. c. § 8102); and the implementing regulations published at 2 CFR Part 182, "Government-wide Requirements for Drug-free Workplace (Financial Assistance)"; and the laws and regulations promulgated by the Federal Government and to maintain a drug-free workplace.

- A. The Hotel shall, within 30 days after award:
- 1. Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance as defined and listed in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812), and as further defined by regulation at 21 CFR 1308.11 through 1308.15,] is prohibited in the Hotel's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
  - 2. Establish an ongoing drug-free awareness program to inform such employees about-
    - (i) The dangers of drug abuse in the workplace;
    - (ii) The Hotel's policy of maintaining a drug-free workplace;
    - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
  - 3. Provide all employees engaged in performance of the Agreement with a copy of the statement required by paragraph (1) of this clause;
  - 4. Notify such employees in writing in the statement required by subparagraph (b)(l) of this clause that, as a condition of continued employment on this Agreement, the employee will:
    - (i) Abide by the terms of the statement; and
    - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
  - 5. Notify the Procurement Officer in writing within 10 days after receiving notice under subdivision (4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
  - 6. Within 30 days after receiving notice under subdivision (4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
  - (i) Taking appropriate personnel action against such employee, up to and including termination; or
  - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
  - 7. Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (1) through (6) of this clause.

- B. The Hotel, if an individual, agrees by award of this Agreement not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this Agreement.
- C. In addition to other remedies available to GHS·OCD, the Hotel's failure to comply with the requirements of paragraph (B) or (C) of this clause may render the Hotel subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

#### XLII. Disputes.

- A. GHS OCD and the Hotel agree to attempt resolution of all controversies which arise under, or are by virtue of, this procurement and any resulting contract through mutual agreement. If the controversy is not resolved by mutual agreement, then the Hotel shall request the government in writing to issue a final decision within sixty days after receipt of the written request. If the government does not issue a written decision within sixty days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Hotel may proceed as though the government had issued a decision adverse to the Hotel.
- B. GHS/OCD shall immediately furnish a copy of the decision to the Hotel, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.
- C. GHS OCD's decision shall be final and conclusive, unless fraudulent or unless the Hotel appeals the decision.
- D. This subsection applies to appeals of GHS OCD's decision on a dispute. For money owed by or to GHS OCD under this Agreement, the Hotel shall appeal the decision in accordance with the Government Claims Act by initially filing a claim with the Office of the Attorney General no later than eighteen months after the decision is rendered by GHS OCD or from the date when a decision should have been rendered. For all other claims by or against GHS OCD arising under this Agreement, the Office of the Public auditor has jurisdiction over the appeal from the decision of GHS/OCD. Appeals to the Office of the Public Auditor must be made within sixty days of GHS OCD's decision or from the date the decision should have been made.
- E. The Hotel shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.
- F. The Hotel shall comply with GHS OCD's decision and proceed diligently with performance of the Agreement pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, the Agreement, except where the Hotel claims a material breach of the Agreement by GHS OCD. However, if GHS/OCD determines in writing that continuation of services under the Agreement is essential to the public's health or safety, then the Hotel shall proceed diligently with performance of the Agreement notwithstanding any claim of material breach by GHS OCD.

XLIII. Indemnification. To the fullest extent permitted by law the Hotel shall indemnify and hold harmless the government of Guam, GHS'OCD, its Contractors and Subcontractors, if any, and the agents and employees of any of them, from and against claims, damages, losses, expenses, actions, recoveries, and judgments of every nature, including but not limited to attorneys' fees, arising out of or resulting from Hotel's performance of the Services. Hotel shall indemnify the government of Guam, GHS OCD, its Project Manager and its Contractors, if any, and the agents and employees of any of them, or any Assignee against, and hold them harmless from, any and all claims, actions, damages, including reasonable attorneys' fees, obligations, liabilities, and liens arising or imposed without the fault or negligence of Hotel, in connection with latent or other defects, or any claim for patent, trademark, copyright, or "trade secret" infringement, or under the doctrine of "strict liability," imposed or incurred by or asserted against the government of Guam, GHS OCD, its Project Manager, or their respective successors or assigns, arising out of the manufacture, purchase, lease, possession, operation, condition, use or return of the Equipment, or by operation of law. Hotel shall be liable if any claim, damage, loss or expense attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (including the Equipment itself) is caused by the negligent acts or omissions of the Hotel, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

Hotel's indemnification does not extend to liabilities caused solely by the gross negligence or intentional wrongdoing of the government of Guam. Hotel shall give GHS/OCD prompt written notice of any matter hereby indemnified against and agrees that upon written notice by GHS/OCD of the assertion of such a claim, action, damage, obligation, liability, or lien, Hotel shall assume full responsibility for the defense thereof. The government of Guam shall have an opportunity to participate in the defense at its own expense with respect to attorneys' fees and costs, but not liability; particularly when there are substantial principles of government or public law involved, when litigation might create precedent affecting future governmental operations or liability, or when involvement of the government of Guam is otherwise mandated by law. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person under this Agreement.

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

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

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



# 132 Lagoon Drive, Tamuning, Guam 96913 Tel. No. (671) 647-8855/8859 Fax No. (671) 647-8860

June 1, 2020

Dear Anita and Claudia,

As a further clarification to my letter to GSA on May 29, 2020, I am invoking our contractual right to a 10 day cure period, as provided in the contract, section IX (iii).

Since GSA did not provide us with their concerns, as per the agreement, I will begin counting the 10 day cure from the day we received the list of concerns, May 27, 2020. The 10 day period will end on June 6, 2020.

However, as I point out in my previous response, the hotel is already compliant with each of the items listed, with the exception of those whose compliance was contingent upon standards that were not provided. As per our agreement, we have gladly and timely complied with any and all of the contractual requirements, with the possible exception of those items where the requirements were not shared or were too ambiguous to follow. Consequently, our position is that our contract remains in good standing, as it has been since May 16, 2020.

Further, we are concerned regarding whether those supervising the contract have acted in bad faith. To cite one example. How is it possible to have an issue with the linen and towel service, when that service is performed weekly, and the guests were on the premises for 6 days? Someone is doing GSA a disservice by providing you with false and misleading information.

Regardless, the point I want to make is that we were in compliance and remain in compliance with the contract as signed.

I look forward to hearing from you.

Thank and kind regards,

Bart Jagkson



132 Lagoon Drive, Tamuning, Guam 96913 Tel. No. (671) 647-8855/8859 Fax No. (671) 647-8860

May 29, 2020

Dear Anita and Claudia,

I am in receipt of your letter cancelling the Purchase Order P206E00310, providing rooms for the quarantine of individuals. As per our agreement, I appreciate your communication of these concerns. Also, as per our agreement, we have 10 days to cure the default. In other words, we will address all of the items, line by line and fully address each to your satisfaction. All of the issues that you mentioned will become compliant in advance of the 10 days cure period, if not so already. At that time, we can again receive individuals who are required to stay in a quarantine facility.

- A. This is incorrect. All rooms are fully furnished. This may refer to the absence of coffee makers and microwaves in some rooms. As per our conversation during the hotel inspection on Friday, May 15, 2020, with both of you present, I told you that some rooms have microwaves and some rooms don't. I said the same thing about coffee makers. You stated that this was not an issue, and we did not have to equip all rooms with the same appliances. Further, there is no list of items that need to be in every room in order to be considered "fully furnished." If you can provide a list, we will address and be fully compliant. And, other than for microwaves and coffee makers, which were provided later, there were no requests for additional furnishings. I trust that you are not referring to our phone issue. As you will recall, I told you during the inspection that our phone switch was down. As an alternative, all rooms were provided with cell phones to call for assistance. Further, all rooms were provided with information letters identifying whom to call and their contact numbers. On May 19, all rooms had working cell phones.
- B. This is incorrect. There was 24 hour supervision. I will forward the hotel work schedule to demonstrate that not only was there 24 hour supervision, there was 24 hour access. There were no specific guidelines in the agreement regarding staffing.
- C. This is incorrect. All rooms were provided with the requisite number of towels and linens. As with the other hotels being used for quarantine services, linens were to be changed out weekly. As our rooms were used for fewer than 7 days, there was no possible violation. Hotel management was asked by some rooms to provide additional linens and bath towels. All of these requests were responded to, without exception. There were no concerns that went unaddressed.

ACKNOWLE	DGBLI	ent court
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DATE	4/1/20	41600

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132 Lagoon Drive, Tamuning, Guam 96913 Tel. No. (671) 647-8855/8859 Fax No. (671) 647-8860

- D. This is incorrect. All housekeeping supplies, as outlined in the contract were provided.
- E. The Lobby Area, which was inspected by you and the inspection group is warmer than expected. We have already begun the sourcing for a replacement unit to correct this situation.
- F. This is incorrect. In every case, adequate meals were provided for all guests, based upon counts provided by the National Guard. On one occasion, a room with 4 guests (4 guests is above the approved occupancy per room) arrived close to 11pm. Our dinner service is from 6pm-8pm. If guests arrive after the meal period, there is no meal provided to them. If this is a request by National Guard (it was not), then we will comply.
- G. There is no beverage request or requirement in the contract. At least one of the other quarantine facilities also does not provide any water for their meals. If it is a requirement for all facilities, we will comply. Further, there were no guidelines provided in the agreement for the handling of food transfers. We ordered our meals from 3 Squares restaurant, which is only 5 minutes away. For every meal period, meals were delivered while still hot. There was no need for any temperature controlled transfer equipment. But, as mentioned before, we will fully comply with the guidelines, when provided.
- H. The distribution of food was handled by the National Guard staff at their request. There were no guidelines in the agreement regarding the methods of transfer or requested equipment. We will fully comply with the guidelines, when provided.
- We were not provided any guidelines by National Guard relative to the need for any specific sanitizing equipment for the purpose of food handling and deliveries. There were no guidelines in the agreement. We will fully comply with the guidelines, when provided.
- J. This is incorrect. The hotel's fire alarm is fully operational and the hotel is fully compliant with all fire safety regulations. As the hotel was empty for 6 weeks, the hotel upgraded its fire alarm system. The system is full operational, but it not yet certified. As per GFD regulations, we have had a 24 hour fire watch in effect, until such time that the system finishes its final certification.

I appreciate your effort in making us aware of these issues. Most of them are misunderstandings or in some instances, failure by the National Guard to communicate that what their guidelines are. The Hotel Santa Fe is in full compliance with the terms of the contract, as provided on May 16, 2020. Per that agreement, had the National Guard, or the managing entity in the hotel communicated these concerns to the hotel staff, they would have been rectified immediately. The agreement gives us the opportunity to address all concerns (requires us to address all concerns) to remain in compliance and avoid the termination. In this case, without any the communication of any specific concerns, we were prevented from properly addressing



### 132 Lagoon Drive, Tamuning, Guam 96913 Tel. No. (671) 647-8855/8859 Fax No. (671) 647-8860

any of the above issues. Had the National Guard or other managing entity shared their concerns with management, all items would have been explained and addressed without delay.

I respectfully request that you respond to this letter as quickly as possible. As you know, the cure period is underway effective 5/27/20, when the official list of concerns was provided to us by GSA.

I want to thank you again for this opportunity to address the above concerns and commit to the full compliance of all unaddressed items within the mandated 10 day cure period.

Kind regards,

Bart Jackson President

Beach Resorts LLC

Dija Hotel Santa Fe Guam

### Transmission Report

Date/Time Local ID 1 05-27-2020 6714724217 11:58:28 a.m.

Transmit Header Text Local Name 1

GSA

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



#### DEPARTMENT OF ADMINISTRATION

DIPATTAMENTON ATMENESTRASION

GEMERAL SERVICES AGENCY (Alteration Sethistion Hinter) Telephone (Frifton) (211) 475-1787/1720 - Fox (Calaly (211) 472-4217/1727



May 27, 202D

Mr. Barl Jackson Hotel Sanla Fe Attn: Miki Yokozeki Hotel Managar 132 Lagoon Drive Tamuning, Guam 96913

#### TERMINATION OF PURCHASE ORDER

This is to inform you that your purchase order number P296E00310, has been cancelled. The reason for the cancellation is based on their Endings by the National Guard and Hemeland Security on their walk through on Saturday, May 23, 2020 of your failure to most the terms of the agreement.

Such failures included, but not limited to:

- Rooms not being fully furnished as required in the purchase order.
- b. 24 haur supervision Not provided.
- c. Linen and Towal Service
- d. Basic Housekeeping supplies, not being provided.
- e. Lobby Area not being adequately air conditioned.
- 1. Failure to provide adequate meals for incoming passengers
- No food handling transfer equipment being used nor temperature-controlled water per meal period when meals were delivered.
- You did not provide enough food transport equipment to meet 100+ meals plus water per meal period for five floors.
- You did not provide hand sanitation, sanitizer sprays/wipes and gloves to properly handle food preparations and deliveries.
- Hotel's fire elarm is not inoperable putting our staff and guess in a potential fire risk, which does not meet safety and protection standards.

Based upon these violations, we are cancelling the purchase order effective May 23, 2020

CLAUDIA S. ACFAILE Chiel Procurement Officer

590 South Marine Corps Orive, ITC Building, Suite 219, Tamuning, Guam 🔸 P. C. Bos 884, Hagātna, Guam 95932

Total Pages Scanned: 1

Total Pages Confirmed: 0

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Abbreviations:

HS: Host send HR: Host receive

PL: Polled local PR: Polled remote MP: Mailbox print RP: Report

CP: Completed FA: Fail

TS: Terminated by system

WS: Waiting send

MS: Mailbox save

FF: Fax Forward

TU: Terminated by user

G3: Group 3 EC: Error Correct

#### Hotel Santa Fe:

Effective XX May 2020, you are hereby notified that Purchase Order Number P206E00310 (referred to as "the contract"), dated 16 May 2020 between the Vendor, Hotel Santa Fe Beach Resorts, LLC and the Government of Guam is terminated in its entirety.

This termination is based upon your failure to meet the following contract requirements:

- I.A. "Fully furnished hotel rooms with 24 hours supervision/service"
  - Rooms were NOT fully furnished.
    - No phone service provided. Cellular phones were brought on-site 20 May 2020 however, this was not a sufficient amount to provide basic phone access to the quarantine rooms. As a result, guests were frequently violating quarantine protocols and leaving their rooms to ask the staff various questions and seek standard amenities.
  - 24-hour supervision/service was NOT provided
    - Four (4) Staff Members of Hotel Santa Fe Identified themselves for the following services: Manager, Engineer, Housekeeper, Security however, only one staff available outside of normal business hours
    - Staff work specific hours and not a 24hr shift
- I.B. "Linen and Towel Service"
  - One day of supply was provided and additional would be requested as needed which caused numerous back and forth to fulfill requests by the Guam National Guard staff on shift
- I.C. "Basic house-keeping supplies"
  - Cleaning supplies were not provided to every room such as disinfectant spray and rags
- I.D. "Maintain and promptly address any concerns arising out of the physical facility, including but not limited to, air conditioning units..."
  - Lobby area did not have adequate air conditioning
  - 254 RHS, Guam Air National Guard provided two large fans to partially meet this requirement

#### I.E. "Food"

- No mechanism in place to provide meals for incoming passengers.
- No food handling transfer equipment was being used nor temperature-controlled equipment when meals were delivered
- I.F. "Adequate equipment, materials, labor, personnel, and supplies..."
  - Hotel did not provide enough food transport equipment to meet 100+ meals plus water per meal period for five floors
  - Hotel did not provide hand sanitation, sanitizer sprays/wipes and gloves to properly handle food preparation and deliveries
  - Hotel did not provide personnel to assist food preparation and deliveries
  - Hotel did not provide any food temperature-controlled equipment such as a food warmer and a refrigerator
  - Hotel did not provide refrigerator in each room for health and medical purposes such as medication
  - Hotel's fire alarm system is inoperable putting our staff and guest in a potential fire risk which does not meet safety and protection needs

- 254 RHS, Guam Air National Guard and Homeland Security provided the gloves and hand sanitizers to properly handle food
- The Guam National Guard provided personnel to support food preparation and deliveries to all passengers
- 254 RHS, Guam Air National Guard provided an additional food cart to help with the 100+ meal and water delivery for five floors

By issuance of this notice of termination, the Government has determined that your failure to perform is not excusable

### **GOVERNMENT OF GUAM**

DEPARTMENT OF ADMINISTRATION DIVISION OF ACCOUNTS



## LIQUIDATE (DEOBLIGATE) FULL OR PARTIAL ENCUMBRANCE

				THE PROPERTY OF
	TRANS	ACTION CODE:	220	
	DOCUM (PO, Work Req. Req. or Non-reg	ENT NUMBER * istered Contract No.)	Q200280164	
	ACCOUNT <u>or</u> JOB OF	TDER NUMBER:	5100G20280EO025-2	230
	AMOUNT TO LIQUIDATE	/ DEOBLIGATE:	100,000.00	_}
		FECTIVE DATE fon takes effect):	05/27/20	
		ENDOR NAME: NK for Requisitions)	HOTEL SANTEFE	
	1	DOR NUMBER: NK for Regulsitions)	H0097179	
*NOTE	: A copy of the document being de-obligate	d <u>and</u> a screen print (	of the year-to-date balance from the AS-	100 <u>must be attached</u> .
JUSTIFICATION:	PLEASE LIQUIDATE ABOV	E PURCHASE /	AGREEMENT IN ITS ENTIRI	ETY VENDOR FAILED
TO MEET TH	E REQUIREMENTS ON SIGNI	ED CONTRACT	PO THEREFORE CONTRA	CT AND PURCHASE
	WILL BE CLOSED.			
PREPARED BY	:		/	+/: /s
MARIE T. QUE	ENGA, Administrative Officer Name & Title	Aft	Signature	JOG / 20
APPROVED BY	:	/		
CHAI	RLES V. ESTEVES Name & Title		Signature	5/24/20
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R	Received By / Date	= Reviewed	≈ Deobligated	Processed By / Date
orm ACC-I IO001	Deviced (OPO)			

From: Anita Cruz

Sent:Tuesday, May 12, 2020 12:02 PMTo:'nsablan@remaxguam.com'

Cc: gsaprocurement

Subject: REQUEST FOR QUOTE HOTEL NON-CONGREGATE SHELTERS

Attachments: HOTEL NON-CONGREGATE SHELTERS SPECIFICATIONS & TERMS AND

**CONDITIONS.PDF** 

Tracking: Recipient Delivery Read

'nsablan@remaxguam.com'

gsaprocurement Delivered: 5/12/2020 12:02 PM Read: 5/12/2020 2:51 PM

REQUEST FOR QUOTE - HOTEL NON-CONGREGATE SHELTERS
PLEASE RESPOND BY 5/13/20 AT 12:00PM NOON. THIS IS AN EMERGENCY PROCUREMENT





From:

Anita Cruz

Sent:

Tuesday, May 12, 2020 5:48 PM

To:

'guamsignaturerealty@gmail.com'

Cc:

gsaprocurement

Subject:

REVISED REQUEST FOR QUOTE HOTEL NON-CONGREGATE SHELTERS

Attachments:

REVISED 5-12-20 SPECIFICATIONS FOR HOTEL NON-CONGREGATE SHELTERS.PDF

Tracking:

Recipient

Delivery

Read

'guamsignaturerealty@gmail.com'

gsaprocurement

Delivered: 5/12/2020 5:48 PM

Read: 5/13/2020 9:42 AM

REQUEST FOR QUOTE REVISION FOR THE HOTEL NON-CONCREGATE SHELTERS. THIS IS AN EMERGENCY PROCUREMENT. PLEASE RESPOND WITH A "QUOTE" OR "NO QUOTE" BY:

5/14/20 BY CLOSE OF BUSINESS 5:00PM





From:

Anita Cruz

Sent:

Tuesday, May 12, 2020 11:59 AM

To:

'guamsignaturerealty@gmail.com'

Cc:

gsaprocurement

Subject:

**REQUEST FOR QUOTE** 

Attachments:

HOTEL NON-CONGREGATE SHELTERS SPECIFICATIONS & TERMS AND

**CONDITIONS.PDF** 

Tracking:

Recipient

Delivery

Read

'guamsignaturerealty@gmail.com'

gsaprocurement

Delivered: 5/12/2020 11:59 AM

Read: 5/12/2020 2:49 PM

REQUEST FOR QUOTE - HOTEL NON-CONGREGATE SHELTERS
PLEASE RESPOND BY 5/13/20 AT 12:00PM NOON. THIS IS AN EMERGENCY PROCUREMENT





#### gsaprocurement

From:

Anita Cruz

Sent:

Tuesday, May 12, 2020 5:44 PM

To:

'reservations@guamreef.com'

Cc:

gsaprocurement

Subject:

REVISED REQUEST FOR QUOTE HOTEL NON-CONGREGATE SHELTERS

Attachments:

REVISED 5-12-20 SPECIFICATIONS FOR HOTEL NON-CONGREGATE SHELTERS.PDF

REQUEST FOR QUOTE REVISION FOR THE HOTEL NON-CONCREGATE SHELTERS. THIS IS AN EMERGENCY PROCUREMENT. PLEASE RESPOND WITH A "QUOTE" OR "NO QUOTE" BY:

5/14/20 BY CLOSE OF BUSINESS 5:00PM





From: Anita Cruz

**Sent:** Tuesday, May 12, 2020 10:37 AM **To:** 'reservations@guamreef.com'

**Cc:** gsaprocurement

Subject: REQUEST FOR QUOTE HOTEL NON-CONGREGATE SHELTERS

Attachments: Q200280164 - RFQ20001593 - To GUAM REEF HOTEL - Assigned to GSACRUZA -

5-12-2020 10 09 19 AM.pdf; OHS HOTEL SERVICES - SPECIFICATION FOR QFAC-

ISOFAC-ACF.docx; TERMS & CONDITIONS HOTEL SERVICES.doc

Tracking: Recipient Delivery

'reservations@guamreef.com'

gsaprocurement Delivered: 5/12/2020 10:37 AM

THIS IS A REQUEST FOR QUOTE FOR EMERGENCY PROCUREMENT. PLEASE PROVIDE A RESPONSE BY 05/13/2020 BY 12:00 NOON.





From:

Marites Blackstar < marites.blackstar@guamreef.com>

To:

Anita Cruz

Sent:

Wednesday, May 13, 2020 7:29 AM

Subject:

Read: REVISED REQUEST FOR QUOTE HOTEL NON-CONGREGATE SHELTERS

#### Your message

Subject: Read: REVISED REQUEST FOR QUOTE HOTEL NON-CONGREGATE SHELTERS Sent: Wednesday, May 13, 2020 7;46:07 AM (UTC+10:00) Guam, Port Moresby

was read on Wednesday, May 13, 2020 7:28:51 AM (UTC+10:00) Guam, Port Moresby.

### **Transmission Report**

Date/Time Local ID 1 Local ID 2

05-12-2020 6714751727

09:30:07 a.m.

Transmit Header Text

Local Name 1 Local Name 2 **GSA PURCHASING** 

GSA

0000000 Q200280164 - RFQ20001593 - To GUAM REEF Name

Owner

anita,cruz

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

All correspondences for this 9FD must reference the Regulation Number Flease send any correspondences to gsaprocurement@gsadaa guam.gov

PLEASE RESPOND BACK WITH QUOTE OR NO QUOTE SIYU US MA ASE

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POWER CETTE, Anits T = TELEFORES 475-17.3 FAX N.: 475-1737

Fleast respend as com possible: Requisionon Finher: Q210235164 ( Care: but no layer than: 8 .8 2020 | 3F2 % EF22001292 5/12/2323 VENDOR: GTAM REEF EDGEL SCHOOL 1517 FALE SAN VITCHES NO. FLEASE TURNISS FRACE QUITE, SELEVERY TIME AND TERMS PASED ON F.C B. DESTINATION FOR TUMEN, 97 96911 THE TIEMS LISTED BELOW. FLEASE RESERVED BY THE RELIE DATE. Shone 6"1 642-1634 Fax (6"1) 649-0132 Coltai by Print Sepasture: Caste Date: Farm Erter: \*r Del. er, Tame Sequired: | The party baking the foregoing bid is genuine and stat , said bidder agrees, that the, are full, astre and is un l re Delivery Date Offered: compliance with Tible 8 G.S.A. Thegree 8 - 8970 and 8800; wage Determination, and make the appared is the mean reserv lessed by U.S. D.J.T. for the positions required Frices good for: \_\_\_\_\_ Days | specific and persons lequines for the process good for: \_\_\_\_\_ Days | specific action. \_\_\_\_\_ Therefore, under penalty of perguny, I sectify that the fairs states above are time. Signature 1. Offering Recycle Explants ( ) FEE . ) NO 2. Offering Blodegministe Francisco | } YES | " NO places aspareta your offer of recyclable and/or blodegradeble produces fram Leguler go duete. THIE IS BUT RU BEEFF TANEE IGTAL IAVALLA-ITES DESTRIPTION - OR ECCAL ( CC: | VC:: | SRICE | ERICE PILIZY ( I BLANKET FUR MADE ADRESSATE 1 703 ETERR CETER ER LO LVARG. RESET OF THE CVERMENT OF SEPTEMBER. P. SEPTEMBERS OF THE SERVICE O AND OPERATORS OF WAROLS PEAL ESTATE FASILITIES IN SIDER ES CTILIES AND REPOPLIS DUC FACILITIES FOR COVER-19 SAVAGEMENT AND TREATMENT (FAIRLIES SUTH AS "EVIE!

Total Pages: 3

Total Pages Confirmed: 1

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Abbreviations:

HS: Host send

HR: Host receive WS: Walting send PL: Polled local PR: Polled remote MS: Mallbox save

MP: Mailbox print RP: Report FF: Fax Forward

**CP: Completed** FA: Fall

TS: Terminated by system G3: Group 3

TU: Terminated by user EC: Error Correct

PLEASE RESPOND BACK WITH QUOTE OR NO QUOTE SI YU'US MA'ĀSE

### REQUEST FOR QUOTATION

BUYER : Cruz, Anita T - GSA TELEPHONE: 475-1713 FAX NO.: 475-1727

I Plance remond as seen march last Province		
Please respond as soon possible   Requisit		Date:
but no later than: 5/15/2020   RFQ #: F	RFQ20001593	5/12/2020
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VENDOR: GUAM REEF HOTEL	PLEASE FURNISH PRICE QUOTE, DEL	
G1476001 1317 PALE SAN VITORES RD.	AND TERMS BASED ON F.O.B. DESTI	NATION FOR
I TUMON, GU 96911	THE ITEMS LISTED BELOW. PLEASE	RESPOND BY
	THE ABOVE DATE.	
]	1	
Phone (671) 648-1634 Fax (671) 649-0130	1	
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Quoted by Print/Signature:	Quote Date:   Phone Numb	ar:
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** Delivery Date Required:   The party m	aking the foregoing bid is genuin	
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	with Title 5 G.C.A. Chapter 5 - 5	801 and 5802
Terms:   recept issue	mination, and that the attached is	the most
Technology   Teceno 1880	ed by U.S. D.O.L. for the position	ns required
to implemen	it the required service as per the	following
Prices good for: Days   specificati		
Therefore,	under penalty of perjury, I certi	fy that the
facts state	ed above are true.	
Signature	Date:	
1 1. Offering Recycle Products ( )YES ( ) N	IO .	<del>* • • • • • • • • • • • • • • • • • • •</del>
2. Offering Biodegradable Products ( ) YE	S ( ) NO	
Please separate your offer of recyclable	and/or biodegradable products	
from regular products.		
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	EXHIBI	T 14

**Page 016** 

### PLEASE RESPOND BACK WITH QUOTE OR NO QUOTE SI YU ' US MÅ ' ÅSE

#### REQUEST FOR QUOTATION

BUYER : Cruz, Anita T - GSA TELEPHONE: 475-1713 FAX NO.: 475-1727

Please respond as soon possible  Requisi	rion Number: 0200290164	
but no later than: 5/15/2020   RFQ #:	DE000001505	Date:
1	VE \$50001232	5/12/2020
VENDOR: GUAM REEF HOTEL	PLEASE FURNISH PRICE QUOTE, DEI	
G1476001 1317 PALE SAN VITORES RD.		
TUMON, GU 96911	AND TERMS BASED ON F.O.B. DESTI	
1	THE ITEMS LISTED BELOW. PLEASE   THE ABOVE DATE.	RESPOND BY
1	I THE ABOVE DATE.	
Phone (671) 648-1634 Fax (671) 649-0130	1	
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1	Quote Date:   Phone Numb	er:
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** Delivery Date Required:   The party	making the foregoing bid is genuin	
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** Delivery Date Offered:   compliance	with Title 5 G.C.A. Chapter 5 - 5	e and is in
	mination, and that the attached is	SUI and 5802
Terms:   recent iss	ued by U.S. D.O.L. for the position	the most
l to impleme	nt the required service as per the	ns required
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1 facto gran	ed above are true.	IV that the
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i i juguature	Date:	
1. Offering Recycle Products ()YES ()	NO	
2. Offering Biodegradable Products ( ) Y		
Please separate your offer of recyclable		
from regular products.	and or prodegraduble broduces	
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QUARANTINE FACILTY" FOR THE	·	1
14 DAY MANADATORY QUARANTINE		i
FOR ALL ARRIVING PASSENGER	1 1 1	₹ 1
FROM A COVID-19 AFFECTED AREA.	1 1 1 1	ſ
TO CONTINUE QUARANTINE		j 1
OPERATIONS	1 1 1	1
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1. SPECIFICATION		1
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	' ' EVLIDI	T 4.8
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	Page	017

PLEASE RESPOND BACK WITH QUOTE OR NO QUOTE SIYU'US MA'ASE

### REQUEST FOR QUOTATION

BUYER : Cruz, Anita T - GSA TELEPHONE: 475-1713 FAX NO.: 475-1727

Please respond as soon possil	ole  Requisiti	ion Number: (	220028	0164	} [	ate:
but no later than: 5/15/2020	)   RFQ #: RE	FQ20001593			1	5/12/2020
VENDOR: GUAM REEF HOTEL G1476001 1317 PALE SAN VITO TUMON, GU 96911		PLEASE FURN AND TERMS IN THE ITEMS IN THE ABOVE IN	BASED LISTED	ON F.O.B.	DESTINAT	ION FOR
Phone (671) 648-1634 Fax (673	l) 649-0130   					
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** Delivery Date Required:	The party ma	king the for agrees, that				
	compliance w Wage Determi	ith Title 5	G.C.A	. Chapter	5 - 5801	and 5802
Terms:	recent issue to implement	d by U.S. D.	O.L.	for the p	ositions	required
Prices good for: Days	specification Therefore, unfacts stated	n. inder penalty	of p			
l 	Signature		· Luc ·	Da:	te:	
1. Offering Recycle Products   2. Offering Biodegradable Pro   Please separate your offer of	ducts ( ) YES	( ) NO	radab	le produc	ts	
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   ITEM  DESCRIPTION - OR EQUAL 		   QTY 	I I I UOM I	UNIT PRICE	TOTAL   PRICE	AVAILA-  BILITY
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From:

Anita Cruz

Sent:

Tuesday, May 12, 2020 5:47 PM

To:

'lotteguamreservation@lotte.net'

Cc:

gsaprocurement

Subject:

REVISED REQUEST FOR QUOTE HOTEL NON-CONGREGATE SHELTERS

Attachments:

REVISED 5-12-20 SPECIFICATIONS FOR HOTEL NON-CONGREGATE SHELTERS.PDF

Tracking:

Delivery

Read

'lotteguamreservation@lotte.net'

gsaprocurement

Delivered: 5/12/2020 5:47 PM

Read: 5/13/2020 9:40 AM

REQUEST FOR QUOTE REVISION FOR THE HOTEL NON-CONCREGATE SHELTERS. THIS IS AN EMERGENCY PROCUREMENT. PLEASE RESPOND WITH A "QUOTE" OR "NO QUOTE" BY:

5/14/20 BY CLOSE OF BUSINESS 5:00PM





#### gsaprocurement

From:

Anita Cruz

Sent:

Tuesday, May 12, 2020 10:22 AM

To:

'lotteguamreservation@lotte.net'

Cc:

gsaprocurement

Subject:

REQUEST FOR QUOTE FOR HOTEL NON-CONGREGATE SHELTER

Attachments:

Q200280164 - RFQ20001593 - To LOTTE HOTEL GUAM, LLC - Assigned to GSACRUZA

- 5-12-2020 10 09 19 AM.pdf; TERMS & CONDITIONS HOTEL SERVICES.doc; OHS

HOTEL SERVICES - SPECIFICATION FOR QFAC-ISOFAC-ACF.docx

THIS IS A REQUEST FOR QUOTE FOR EMERGENCY PROCUREMENT PLEASE PROVIDE A RESPONSE NO LATER THAN 5/13/20 BY 12:00 NOON.





: Cruz, Anita T

| FACILITIES FOR COVI9-19

|MANAGEMENT AND TREATMENT |FACILIIES SUCH AS "HOTEL

BUYER

### PLEASE RESPOND BACK WITH QUOTE OR NO QUOTE SIYU'US MA'ASE

EXHIBIT 14 Page 021

#### REQUEST FOR QUOTATION

- GSA

	- TELEPHONE: 475-1713 FAX NO.: 475-1727		
and the same of th	Please respond as soon possible   Requisition Num   but no later than: 5/15/2020   RFQ #: RFQ20001	eber: Q200280164 .593	Date:   5/12/2020
	I   L0015294 185 GUN BEACH ROAD   AND T	E FURNISH PRICE QUOTE, DE ERMS BASED ON F.O.B. DEST TEMS LISTED BELOW. PLEASE	INATION FOR
	THE A   lou.eugenio@lotte.net	BOVE DATE.	
Account Reserved		Date:   Phone Num	
A TO SECURE	said bidder agrees   ** Delivery Date Offered:   compliance with Ti	he foregoing bid is genui; , that they are fully awa tle 5 G.C.A. Chapter 5 -	re and is in 5801 and 5802
Participant Control	Terms:   recent issued by U   to implement the recent issued by U   to implement the recent issued by U	e, and that the attached in the position of perjury, I certificate true.	ons required e following
and the same of	Signature	Date:	
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Michelland III	1   BLANKET PURCHASE AGREEMENT   DRAWN ON AS NEEDED BASIS IN   RESPONSE TO THE GOVERNEMENT OF	] 1 JOB	1
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### PLEASE RESPOND BACK WITH QUOTE OR NO QUOTE SIYU'US MA'ASE

### REQUEST FOR QUOTATION

BUYER : Cruz, Anita T - GSA TELEPHONE: 475-1713 FAX NO.: 475-1727	
Please respond as soon possible   Requisit   but no later than: 5/15/2020   RFQ #: R	
	PLEASE FURNISH PRICE QUOTE, DELIVERY TIME AND TERMS BASED ON F.O.B. DESTINATION FOR THE ITEMS LISTED BELOW. PLEASE RESPOND BY THE ABOVE DATE.
Quoted by Print/Signature:	Quote Date:   Phone Number:
said bidder	aking the foregoing bid is genuine and that agrees, that they are fully aware and is in
Wage Determine   Wage Determine   Terms:   recent issue   to implement   Prices good for:   Days   specification   Therefore, to implement   Therefore, to implement   Days   specification   Therefore, to implement   Therefor	under penalty of perjury, I certify that the d above are true.
1 1. Offering Recycle Products () YES () NO 1 2. Offering Biodegradable Products () YES 1 Please separate your offer of recyclable a 2 from regular products.	5 ( ) NO
THIS IS NO	OT AN ORDER
  ITEM  DESCRIPTION - OR EQUAL 	UNIT   TOTAL  AVAILA-   QTY  UOM  PRICE   PRICE  BILITY
QUARANTINE FACILTY" FOR THE   14 DAY MANADATORY QUARANTINE   FOR ALL ARRIVING PASSENGER   FROM A COVID-19 AFFECTED AREA.   TO CONTINUE QUARANTINE   OPERATIONS     SEE ATTACHMENTS	
1. SPECIFICATION    2. TERMS AND CONDITIONS	

**Page 022** 

### PLEASE RESPOND BACK WITH QUOTE OR NO QUOTE SIYU'US MÅ'ÂSE

REQUEST FOR QUOTATION

BUYER : Cruz, Anita T - GSA TELEPHONE: 475-1713 FAX NO.: 475-1727	
Please respond as soon possible   Requisition   But no later than: 5/15/2020   RFQ #: RFG	on Number: Q200280164   Date: Q20001593   5/12/2020
L0015294 185 GUN BEACH ROAD   TUMON, GU 96913	PLEASE FURNISH PRICE QUOTE, DELIVERY TIME AND TERMS BASED ON F.O.B. DESTINATION FOR THE ITEMS LISTED BELOW. PLEASE RESPOND BY THE ABOVE DATE.
1 1	Quote Date:   Phone Number:
said bidder a   ** Delivery Date Offered:   compliance wi	king the foregoing bid is genuine and that agrees, that they are fully aware and is in ith Title 5 G.C.A. Chapter 5 - 5801 and 5302
Terms:   recent issued	nation, and that the attached is the most d by U.S. D.O.L. for the positions required the required service as per the following
Therefore, un	nder penalty of perjury, I certify that the above are true.  Date:
1 1. Offering Recycle Products () YES () NO 1 2. Offering Biodegradable Products () YES 1 Please separate your offer of recyclable an 1 from regular products.	( ) NO nd/or biodegradable products
THIS IS NO	
	UNIT   TOTAL  AVAILA-   QTY  UOM  PRICE   PRICE  BILITY

From: Anita Cruz

Sent:Tuesday, May 12, 2020 5:43 PMTo:'reservation@royalorchidguam.com'

Cc: gsaprocurement

Subject: REVISED REQUEST FOR QUOTE HOTEL NON-CONGREGATE

Attachments: REVISED 5-12-20 SPECIFICATIONS FOR HOTEL NON-CONGREGATE SHELTERS.PDF

Tracking: Recipient Delivery Read

'reservation@royalorchidguam.com

gsaprocurement Delivered: 5/12/2020 5:43 PM Read: 5/13/2020 9:37 AM

REQUEST FOR QUOTE REVISION FOR THE HOTEL NON-CONCREGATE SHELTERS. THIS IS AN EMERGENCY PROCUREMENT. PLEASE RESPOND WITH A "QUOTE" OR "NO QUOTE" BY:

5/14/20 BY CLOSE OF BUSINESS 5:00PM





### gsaprocurement

From:

Anita Cruz

Sent: To:

Tuesday, May 12, 2020 10:29 AM 'reservation@royalorchidguam.com'

Cc:

gsaprocurement

Subject:

REQUEST FOR QUOTE HOTEL NON-CONGREGATE SHELTERS

Attachments:

Q200280164 - RFQ20001593 - To ROYAL ORCHID GUAM HOTEL - Assigned to

GSACRUZA - 5-12-2020 10 09 19 AM.pdf; TERMS & CONDITIONS HOTEL

SERVICES.doc; OHS HOTEL SERVICES - SPECIFICATION FOR QFAC-ISOFAC-ACF.docx

THIS IS A REQUEST FOR QUOTE FOR EMERGENCY PROCUREMENT. PLEASE PROVIDE A RESPONSE BY 05/13/2020 BY 12:00 NOON.





### gsaprocurement

From:

Anita Cruz

Sent:

Tuesday, May 12, 2020 10:27 AM

To:

'reservation@royalorchidguam.com'

Cc:

gsaprocurement

Subject:

REQUEST FOR QUOTE HOTEL NON-CONGREGATE SHELTERS

Attachments:

Q200280164 - RFQ20001593 - To ROYAL ORCHID GUAM HOTEL - Assigned to

GSACRUZA - 5-12-2020 10 09 19 AM.pdf

THIS IS A REQUEST FOR QUOTE FOR EMERGENCY PROCUREMENT. PLEASE PROVIDE A RESPONSE BY 05/13/2020 BY 12:00 NOON.





### Transmission Report

Date/Time Local ID 1 Local ID 2 Name

05-12-2020 6714751727

0000000

09:22:25 a.m.

Q200280164 - RFQ20001593 - To ROYAL ORC

Transmit Header Text

Local Name 1 Local Name 2 **GSA PURCHASING** 

**GSA** anita.cruz

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Owner

OFF cirt tol correspondences for this FFO must reference the Requisitor Aumber. Please send any correspondences to gsaprocurement@gsadoa guam.gov

PLEASE RESPOND BACK WITH QLOTE OR NO QUOTE SIYU UBMA ASE

FECURET FUE THOUTATION

e Gras. Antos I TELEFRONE: 475-1703 FAX (100: 475-1727

Flears respond as soon possessie Requisionon Number: 1201280168 but no later then: E 18'0323 ( 5FQ p; BFQ:1011892 I Dave: 5/12/12/11 FOYAL CROPTO MAY BITTL E BLASE TURNISE BRITE QUOTE, DELIVERY TIME PROBLEMS - 626 PALE SAN TETURES RD AND TERMS PASED ON FIG B DESTINATION FOR THE TYPES LISTED SELON, FIRMER RESERVED BY TTECH, SU 969.1 HE AS. E CATE. Fhome 674 849-2310 Fax (671) 649-1330 Cared by Print Signature: · Insta Cata: Face Bakers \*\* Del. 'er, Tate Require's The party making the foregoing but is genuine and then a said bidder agrees, that the are fully a size and is in compliance with fible 5 W.C.A. Chapter 5 - 570 and 5000; \*\* Dalivasy Dice Offered Wage Determination, and that the attached in the most retermination, and that the attached in the most reterm assued by U.S. D.J.D. for the projection Legisled Terra in implement the required service as per the following Prione pout for: Deas : sperificantion. Therefore, under penalty of perjury, I recounty than the facts states above are type. Simmature 1. Offesing Recycle Explicits ( 1988 - ) NO 2. Offesing Biodegraticle Professor ( ) VES ( , 42 Please separate your offer of recycleble end or bindegradable products i Tulm iegažes pi dimins THIS IS NOT AN ORDER דבונט IDEAL INVALES-ITEM DESCRIPTION - OR EQUAL THE POST FRAME PRICE | BILLIN | L BLANKET PROPERTY. <del>- 203</del> (DEACOT ON AS MEEDED EASIS IN PERFORM IN THE SUVERNEMENT OF (SOMA READMENTS OUT TO CONTES REAL STORMS OF VERSORS FRAL ENDING SECTIONS OF SECTIONS TO JUSTIME BEST OF SECTIONS FACILITIES FOR COMIS-19 MANAPANETT AND TELAMENT FROCITED BERN AS PEOLES

Total Pages: 3

Total Pages Confirmed: 0

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Abbreviations:

HS: Host send

HR: Host receive

W5: Walting send

PL: Polled local

PR: Polled remote

MS: Mallbox save

MP: Mallbox print RP: Report FF: Fax Forward

FA: Fall

**CP: Completed** 

TS: Terminated by system

TU: Terminated by user

G3: Group 3 EC: Error Correct

### PLEASE RESPOND BACK WITH QUOTE OR NO QUOTE SI YU'US MÂ'ÂSE

#### REQUEST FOR QUOTATION

BUYER : Cruz, Anita T - GSA TELEPHONE: 475-1713 FAX NO.: 475-1727

Flease respond as soon possible   but no later than: 5/15/2029	ole  Requisition Nur )   RFQ #: RFQ20001	mber: Q20025	0164	•	ate: 5/12/2020
VENDOR: ROYAL CRCHID GUAM   ROOSSESS 626 PALE SAN VITOS   TUMON, GU 96911	RES RD   AND	SE FURNISH E TERMS BASED TEMS LISTEI ABOVE DATE.	ON F.C.B.	DESTINAT	ION FOR
Phone (671) 649-2000 Fax (673	1) 649-3053				
Quoted by Print/Signature:	Quote	: Date:	Phon	e Number:	
** Delivery Date Required:	The party making t said bidder agrees	he foregoin	g bid is	genuine a:	nd that
** Delivery Date Offered:	compliance with Ti Wage Determination	tle 5 G.C.A	. Chapter	5 - 5201	and 5502
Terms:	recent issued by T to implement the r specification.	J.5. D.C.L.	for the p	ositions :	required
	Therefore, under p facts stated above Signature	enalty of p are true.		certify te:	that the
1. Offering Recycle Products 2. Offering Biodegradable Pro Please separate your offer of from regular products.	ducts ( ) YES ( ) N		le produc	ts	
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EXHIBIT 14 Page 028

### PLEASE RESPOND BACK WITH QUOTE OR NO QUOTE SI YU ' US MĀ ' ĀSE

#### REQUEST FOR QUOTATION

BUYER : Cruz, Anita T - GSA TELEPHONE: 475-1713 FAX NC.: 475-1727

Please respond as soon possible but no later than: 5/15/2929	Requisition Nu RFQ #: RFQ2900	mber: (	220025	0164	} I	ate: 5/12/2020
VENDOR: ROYAL ORCHID GUAM HOT ROODSSED 626 PALE SAN VITORES TUMON, GU 96911	E, DELIVE DESTINAT LEASE RES	ION FOR				
Phone (671) 649-2000 Fax (671) 6	549-3053					
Quoted by Print/Signature:	Quot	e Date:		Phon	e Number:	
** Delivery Date Required: ) Th	e party making id bidder agree	the for	regoin	g bid is	genuine a	nd that
** Delivery Date Offered:   co	ompliance with I	itle 5	G.C.A	. Chapter	5 - 5501	and 5502
Wage Determination, and that the attached is the most recent issued by U.S. D.C.I. for the positions required service as per the following specification.    Therefore, under penalty of perjury, I certify that is facts stated above are true.    Signature   Date:						required llowing
1. Offering Recycle Products ( ) 2. Offering Biodegradable Produc   Please separate your offer of re   from regular products.	ts ( ) YES ( )		radab	le produc	T.S	
THIS	IS NCT	AN C	RD	E R		***************************************
		i QTY	UOM	UNII PRICE	TOTAL   PRICE	AVAILA-   BILITY
QUARANTINE FACILTY" FOR THE 14 DAY MANADATORY QUARANTINE FOR ALL ARRIVING PASSENGER FROM A COVID-19 AFFECTED ARE TO CONTINUE QUARANTINE OPERATIONS SEE ATTACHMENTS 1. SPECIFICATION		TOTAL CAN AND CAN GET THE CONTRACT OF THE CONT	and the court of t		C PIN I NO MANNO CHARM PROPE MANNO (MANNO MANNO	e de esta esta esta esta esta esta esta est
2. TERMS AND CONDITIONS		1	Mary Mary Mary Mary Mary Mary Mary Mary		- children	

EXHIBIT 14 Page 029

### PLEASE RESPOND BACK WITH QUOTE OR NO QUOTE SI YU'US MA'ĀSE

#### REQUEST FOR QUOTATION

BUYER : Cruz, Anita T - GSA TELEPHONE: 475-1713 FAX NO.: 475-1727

Please respond as soon possible   Requibut no later than: 5/15/2020   RFQ		Date: 5/12/2020
VENDOR: ROYAL ORCHID GUAM HOTEL ROSSESS 626 PALE SAN VITORES RD TUMON, GU 96911  Fhone (671) 649-2000 Fax (671) 649-30	PLEASE FURNISH PRICE QUOTE, DES AND TERMS BASED ON F.C.B. DES THE ITEMS LISTED BELOW. PLEAS THE ABOVE DATE.	TINATION FOR
Quoted by Print/Signature:	Quote Date: Phone Nu	mber:
** Delivery Date Required:   The par	ty making the foregoing bid is genu dder agrees, that they are fully aw	ine and that
** Delivery Date Offered:   complia	nce with Title 5 G.C.A. Chapter 5 - termination, and that the attached	5801 and 5802
Terms: recent	issued by U.S. D.C.L. for the posit ement the required service as per t	ions required
Frices good for: Days { specific facts s	cation. re, under penalty of perjury, I cer tated above are true.	_
; Signatu	rë Date:	
1. Offering Recycle Products ()YES ( 2. Offering Biodegradable Products ( Please separate your offer of recyclal from regular products.	) YES ( ) NC ole and/or biodegradable products	
THIS IS	NOT AN CRDER	
ltem  description - or equal 		OTAL (AVAILA- RICE (BILLITY
REFERENCE THE FOLLOWING: REFERENCE THE FOLLOWING: ROSS-164 QUARANTINE FAC. ROSS-165 ISOLATION FAC. ROSS-166 REDICAL STAFF LODGING	And the same that the same tha	A Marker . Sector . S

ASSIGNED BUYER: GSATEDTC REQUISITION EMERGENCY | REQUISITION #: Q200280164 | APPROPRIATION: 5100G200280E0025230| TO: PROCUREMENT FACILITIES MGMT.DIVISION ADMINISTRATOR | ENCUMBERED DATE 5/09/2020 SUBMITTED BY: Quenga, Marie T. -Office of Homeland S AUTHORIZED DEPARTMENT REPRESENTATIVE SIGNATURE | DEPARTMENT/DIVISION: STATE HOMELAND SECURITY PROGRA REQUEST DATE: 5/09/2020 | NO. | DESCRIPTION OF ITEM | UOM | QTY| UNIT PRICE| AMOUNT 1 | BLANKET PURCHASE AGREEMENT TO | JOB| 100000.00] 100000.00 DRAWN ON AS NEEDED BASIS IN | RESPONSE TO THE GOVERNMENT OF | GUAN REACHING OUT TO OWNERS AND OPERATORS OF VAROUS REAL |ESTATE FACILITIES IN ORDER TO UTILIZE AND REPURPOSE SUCH |FACILITIES FOR COVI9-19 | MANAGEMENT AND TREATHENT | FACILTIES SUCH AS "HOTEL |QUARANTINE FACILTY" FOR THE |14 DAY MANADATORY QUARANTINE FOR ALL ARRIVING PASSENGER |FROM A COVID-19 AFFECTED AREA. TO CONTINUE QUARANTINE |OPERATIONS WE WILL NEED 154 |PLUS 17 ROOMS. TOTAL ======> 100000.00 JUSTIFICATION: SUGGESTED VENDOR: NONE

CONTINUED ON NEXT PAGE

DATE

( ) APPROVAL

APPROVING AUTHORITY (DIRECTOR)

\*\* PRINT NAME & SIGN

(CERTIFYING OFFICER)

RECEIVED BY

( ) DISAPPROVAL

ASSIGNED BUYER: GSATEDTC REQUISITION EMERGENCY | REQUISITION #: Q200280164 | APPROPRIATION: 5100G200280E0025230| TO: PROCUREMENT FACILITIES MGMT.DIVISION ADMINISTRATOR | ENCUMBERED DATE 5/09/2020 SUBMITTED BY: | Quenga, Marie T. -Office of Homeland S AUTHORIZED DEPARTMENT REPRESENTATIVE SIGNATURE DATE DEPARTMENT/DIVISION: STATE HOMELAND SECURITY PROGRA REQUEST DATE: 5/09/2020 | ITEM | | NO. | DESCRIPTION OF ITEM UON QTY| UNIT PRICE TOUONA | COA 1: OPEN PURCHASE ORDER WITH HOTEL TO BE DRAWN ON AS NEEDED BASIS GHS WILL ONLY PAY FOR UTILIZED | ROOMS. | MEALS: TO BE PROVIDED BY THE | HOTEL AND INCLUDED IN THE ROOM |LAUNDRY:PROVIDED BY HOTEL AND | INCLUDED IN ROOM FEE. [COA 2. | REQUESTING TO LEASE ENTIRE | FLOOR OF FACILITY. HOLDING FEE | WILL BE PAID FOR UNUTILIZED | ROOMS AT A RATE LESS THAN ROOM RATE. TOTAL ======>> 100000.00 JUSTIFICATION: SUGGESTED VENDOR: NONE \*\* PRINT NAME & SIGN ( ) APPROVAL ( ) DISAPPROVAL

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APPROVING AUTHORITY (DIRECTOR)

DATE

RECEIVED BY

(CERTIFYING OFFICER)

### REQUISITION EMERGENCY

			RIATION #: Q2	00280164 00G200280E0025230
TO: PROCUREMENT FACILITIES MGMT.DIVISI	ON ADMINISTRATOR		ERED DATE 9/2020	
SUBMITTED BY:			······	
Quenga, Marie TOffice of Homeland	æ			
AUTHORIZED DEPARTMENT REPRESENTATIVE	SIGNA	TURE	***************************************	DATE
DEPARTMENT/DIVISION: STATE HOMELAND S	ECURITY PROGRA RE	EQUEST	DATE: 5/09.	/2020   
ITEM   NO.   DESCRIPTION OF ITEM	   MOU   	   QTY 	UNIT PRICE	   AMOUNT   
MEALS: PROVIDE BY HOTEL AND   INCLUDED IN ROOM FEE.   LAUNDRY: PROVIDED BY THE HOTEL   AND INCLUDED IN THE ROOM FEE.				
AUTHORIZED PERSONNEL   CHARLES ESTEVES 687-4821   LEO ESPIA 483-0361   PATRICK LEON GUERRERO 687-6864   MARIE QUENGA 489-4742   DENILLE CALVO 489-0581   NICHAELS TAIJERON 929-1070		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
	lTOTA	I_	l	100000.00
JUSTIFICATION: SUGGESTED VENDOR: NONE				1
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ASSIGNED BUYER: GSATEDTC REQUISITION EMERGENCY | REQUISITION #: Q200280165 | APPROPRIATION: 5100G200280E0025230| TO: PROCUREMENT FACILITIES HIGHT.DIVISION ADMINISTRATOR | ENCUMBERED DATE 5/09/2020 | SUBMITTED BY: | Quenga, Marie T. -Office of Homeland S AUTHORIZED DEPARTMENT REPRESENTATIVE SIGNATURE DATE | DEPARTMENT/DIVISION: STATE HOMELAND SECURITY PROGRA REQUEST DATE: 5/09/2020 | ITEM | | NO. | DESCRIPTION OF ITEM QTY| UNIT PRICE| | UOM| AMOUNT 1 | BLANKET PURCHASE AGREEMENT TO |JOB| 100000.00| 100000.00 | BE DRAWN ON AS NEEDED BASIS TO ITO SECURE HOTEL SERVICES FOR | ISOLATION FACILITIES DUE TO | THE COVID-19 PANDENIC, THE |TERRITORY OF GUAN IS IN NEED OF IMMEDIATE OF ACCOMMODATION | FOR PERSONS WHO DO NOT NEED |TREATMENT IN HOSPITALS BUT WHO | MAY NEED TO BE ISOLATED | BECAUSE THEY HAVE CONTRACTED |COVID-19 OR QUARANTINED EITHER | BECAUSE THEY HAVE BEEN EXPOSED |TO PERSONS WITH COVID-19. | HOTEL ISOLATION FACILTY. | ISOLATION OF ASYNTOMATIC |COVID-19 POSIIVE PATIENTS FOR FUTURE ISOLATION OPERATION TOTAL ======>> 100000.00 JUSTIFICATION: SUGGESTED VENDOR: NONE \*\* PRINT NAME & SIGN ( ) APPROVAL ( ) DISAPPROVAL RECEIVED BY DATE APPROVING AUTHORITY (DIRECTOR) (CERTIFYING OFFICER)

ASSIGNED BUYER: GSATEDTC

#### REQUISITION ENERGENCY

					SITION #: Q PRIATION: 5	200280165 100G200280E0025230
TO:	PROCUREMENT FACILITIES MGMT.DIVISIO	ON ADMINISTRAT	OR		BERED DATE 09/2020	
SUBI	IITTED BY:					
	ga, Marie TOffice of Homeland IORIZED DEPARTHENT REPRESENTATIVE		IGNAT	URE		DATE
DEPA	RTMENT/DIVISION: STATE HOMELAND SE	ECURITY PROGRA	RE	QUEST	DATE: 5/0	9/2020
ITEM No.	  DESCRIPTION OF ITEM 		NON	QTY	UNIT PRIC	 E  AMOUNT
	WE WILL NEED 36 PLUS 11 ROOM   FOR SURGE.		' ' . 	' ! !		
	COA 1:   LEASE THE ENTIRE FACILTY:   HOLDING FEE WILL BE PAID FOR   UNUTILIZED ROOMS AT A RATE   LESS THAN THE ROOM RATE.   MEALS: PROVIDED BY THE HOTEL   AND INCLUDED IN THE ROOM FEE   LAUNDRY: EXTEND EXISTING   LAUNDRY CONTRACT OR START NEW   LAUNDRY CONTRACT. BID SPECS   MUST MATCH HOSPITAL STANDARDS   FOR PATIENT WITH INFECTIOUS   DISEASE AND CDC GUIDELINES.   DECONTAMINATION: INCLUDED WITH   THE ROOM FEE.			                 		
	IFICATION:		TOTAL	, ====	====>	100000.00   
SUG	GESTED VENDOR: NONE					 
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ASSIGNED BUYER: GSATEDTC

### REQUISITION EMERGENCY

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Quen	ga, Marie TOffice of Homeland S		٠			
	AN THE	IGNAT	URE			DATE
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	BE PAID FOR UNUTILIZED ROOMS	1 1	1		1	l
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	LAUNDRY: EXTEND GMH EXISTING	1 1	!		l	1
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ASSIGNED BUYER: GSATEDTC REQUISITION EMERGENCY

| REQUISITION #: Q200280165

			1	APPRO	PRIATION: 51	00G200280E0025230
TO:	PROCUREMENT FACILITIES MGMT.DIVISI	ON ADMINISTRAT	OR		BERED DATE 09/2020	
SUBM	IITTED BY:					
	ga, Marie TOffice of Homeland ORIZED DEPARTMENT REPRESENTATIVE	****	IGNAT	URE		DATE
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 	LEO ESPIA 483-0361  PATRICK LEON GUERRERO 687-6864  MARIE QUENGA 489-4742  DENILLE CALVO 489-0581  MICHAEL TAIJERON 929-1070 			                 		
			TOTAL	. ====		100000.00   
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(CERT	RECEIVED BY DATE (IFYING OFFICER)	APPROVING AU	THORI	TY (D	IRECTOR)	

- b. On or about March 18, 2020, DPHSS learned that President Duterte intended on closing airports in the Philippines. DPHSS was advised by the Guam International Airport Authority and the Guam Customs & Quarantine Agency to expect an unprecedented number of travelers to Guam departing from Manila Ninoy Aquino International Airport. DPHSS understood that a majority of these travelers would be returning residents to Guam and were potential carriers of COVID-19. The threat of an aggressive community spread of COVID-19 throughout the island and the limited amount of resources both obligated the government of Guam to enact a mandatory quarantine, isolation, and medical staff at a facility for all persons arriving on Guam who had traveled to the Philippines in the recent past.
- 2. The Vendor must provide a facility that allows for:
  - a. The health status of quarantined individuals to be monitored regularly to determine if quarantine remains appropriate;
  - b. The ability to promptly remove and isolate a person if reasonably believed that he/she has become infected with a contagious or possibly contagious disease;
  - c. The needs of persons quarantined are addressed in a systematic and competent fashion, including but not limited to, providing adequate food, clothing, shelter, means of communications with those in quarantine and outside these settings, medication and competent medical care;
  - d. The premises to be maintained in a safe and hygienic manner and be designed to minimize the likelihood of further transmission of infection or other harms to persons quarantined.
- 3. The Vendor must also provide staffing necessary to run the lodging to include:
  - a. Checking in persons who are to be quarantined;
  - b. Providing and delivering nutritional meals for breakfast, lunch, and dinner; and
  - c. Providing regular room maintenance.

Chille

CHARLES ESTEVES
ADMINISTRATOR
Office of Civil Defense, Guam Homeland Security



# ISLAND OF GUAM OFFICE OF THE GOVERNOR HAGÁTÑA, GUAM 96932 U.S.A.

#### **EXECUTIVE ORDER NO. 2020-04**

# RELATIVE TO RESPONDING TO CONFIRMED CASES OF NOVEL CORONAVIRUS (COVID-19)

WHEREAS, on March 14, 2020, I, Lourdes A. Leon Guerrero, I Maga'hågan Gudhan, Governor of Guam, acting pursuant to the power provided to me by the Organic Act and the laws of Guam, declared a public health emergency in the island of Guam due to the potential dangers posed by the 2019 novel coronavirus ("COVID-19"); and

WHEREAS, since the declaration of a public health emergency, Guam has confirmed three cases of COVID-19; and

WHEREAS, it is of the upmost importance that *I Maga'hāgan Guāhan* utilizes all available resources of the government of Guam to respond to this public health threat evidenced by these newfound cases; and

WHEREAS, the Director of the Guam Department of Public Health and Social Services ("DPHSS") and members of the Federal Centers for Disease Control and Prevention ("CDC") have advised that Guam undergo an "investigatory period" to detect and track the potential spread of COVID-19; and

WHEREAS, as a community, we place special emphasis on care for those most vulnerable among us, especially the *manamko*, who, along with those with pre-existing medical conditions, are most at risk of severe effects from COVID-19; and

WHEREAS, the CDC and DPHSS recommend implementation of community mitigation strategies, including limiting government operations to essential services and the prohibition of large gatherings in an effort to further prevent the transmission of COVID-19.

NOW, THEREFORE, I, LOURDES A. LEON GUERRERO, I Maga'hagan Guahan, Governor of Guam, by virtue of the authority vested in me by the Organic Act of Guam, as amended, do hereby order:

- CLOSURE OF NON-ESSENTIAL GOVERNMENT OF GUAM OFFICES. Effective immediately and through March 30, 2020, all non-essential government of Guam offices are closed and such services are suspended. Essential personnel shall be identified and contacted by their appropriate supervisors.
- 2. CLOSURE OF ALL SCHOOLS. Pursuant to Section 3317, Article 3, Chapter 3, of Title 10, Guam Code Annotated, beginning March 17, 2020, all public and private schools on Guam serving prekindergarten through 12th grade students must close for educational purposes through March 30, 2020. The definition of habitual truancy pursuant to Article 4, Chapter 6, of Title 17, Guam Code Annotated, is

1 of 3 Executive Order No. 2020-04



# ISLAND OF GUAM OFFICE OF THE GOVERNOR HAGATRA, GUAM 96932 U.S.A.

suspended. And student absences due to school closures and absences connected to the transmission of COVID-19 during the effect of this Executive Order shall not contribute to the calculation of habitual truancy.\

- 3. PROHIBITION ON LARGE GATHERINGS. Pursuant to Section 3317, Article 3, Chapter 3, of Title 10, Guam Code Annotated, effective immediately and through March 30, 2020, gatherings of 50 people or more in a single room or single space at the same time for social, spiritual and recreational activities, including, but not limited to, community, civic, public, leisure, faith-based, or sporting events, parades, concerts, festivals, fiestas, conventions, fundraisers and similar activities are prohibited throughout the island of Guam.
- 4. EMERGENCY MEASURES CONCERNING FACILITIES AND MATERIALS. Effective immediately and through March 30, 2020, any place of business or public accommodation for which attendance is anticipated to be fewer than 50 people, shall operate at no greater than 50% occupancy, and no greater than 50% of seating capacity.

The preceding directive shall not apply to retail establishments providing basic food and necessities (e.g. grocery and convenience stores), hospitals, pharmacies, or other medical offices/facilities. This Order is not intended to prohibit routine business gatherings held at the place of business.

- 5. MANDATORY SOCIAL-DISTANCING. In all other instances not captured by this prohibition, it is strongly recommended that mitigation measures are implemented and enforced. These measures include but are not limited to social distancing of at least six feet; frequent cleaning of all surfaces; posting of signs; and permitting/encouraging teleworking. Older residents and those with pre-existing medical conditions are encouraged to limit excursions of any type.
- 6. RESTRICTING ENTRY INTO GUAM. Pursuant to Section 3333, Article 3, Chapter 3, of Title 10, Guam Code Annotated, all persons who are non-residents who have been in a country with confirmed COVID-19 cases for more than one (1) week and do not possess a DPHSS recognized and certified document that attests that they are not infected with COVID-19, shall be restricted entry into Guam. The date of the test must not be more than one (1) week from the date of attempted entry into Guam.

Any individual who enters into Guam without the proper documentation shall be quarantined pursuant to this Section and Sections 19604 and 19605 of Article 6, Chapter 19 of Title 10, Guam Code Annotated.

Any and all costs associated with the quarantine and/or treatment of individuals who are subject to restricted entry into Guam pursuant to this Executive Order shall be the responsibility of the individual and the carrier that the individual contracted with to travel to Guam.

2 of 3 Executive Order No. 2020-04



#### ISLAND OF GUAM OFFICE OF THE GOVERNOR HAGÁTÑA, GUAM 95932 U.S.A.

- 7. ENFORCEMENT. DPHSS is directed to issue guidance, subject to my approval to implement the terms of this Order. DPHSS shall enforce this Order and, if necessary, may do so with the assistance of the Guam Police Department.
- 8. SEVERABILITY. If any provision of this executive order or its application to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this order that can be given effect without the invalid provision or application, and to this end, the provisions of this order are severable.

SIGNED AND PROMULGATED at Hagâtña, Guam, this 16th day of March 2020.

LOURDES A. LEON GUERRERO

Low Lu Munica

Maga'hågan Guðhan Governor of Guam

Attested by:

JOSHUA F. TENORIO
Sigundo Maga'lahen Guahan
Lieutenant Governor of Guam



3 of 3 Executive Order No. 2020-04



# FIRE ALARM SYSTEMS AND EQUIPMENT ANNUAL TEST REPORT

ierlluler Services Specialises Inc. don 1389 201 lipog Drive Sans 2028 Famming, Guan 96913 Phone: 1671 648-4030 Coll 1671 888-4039 Face: 4074-646-1638 Email Jeschele describer desc Walt: httph://www.abs/corporator

Service and maintenance report for automatic fire alarm systems. As per NFPA 25, NFPA 72, the Guam Fire Department, and as per equipment manufacturer recommendations.

3,5	usiness Name: Hotel Sante Fe Guam Date: May 11	3, 2020
A	ddress: 132 Lagoon Drive, Tamuning, Guam 96913	क क्षेत्र क क्षेत्र की के कि कि कि कि कि कि कि कि कि कि कि कि कि
Ŧ	esting Agency: Utilities Services Specialists, Inc. Phone: (671) 648	~W/3W
l.i	icense #: 8211 Classifications: B. C4, C13, C13A, C15, C19, C20, C37, C40, C43 &	CSI
A	larm System: Honeywell Norifier NFS2.3030	<u> </u>
٠٠.	. Are all fire alarm devices as per the installation drawings for the building?	Yes
₿.	and the second section of the section of the section o	•
	1. Is the power light on?	Yes
	2. Does the danet indicate normal conditions?	<b>h</b> * .
	s cream more arms with party in obstatilis aldels.	Yes
	a sees me counte agat operate:	
	5. Does the silence switch operate?	Yes
	o. Loes the panel have active zones? Yes Number of Zones.	
	7. Does the panel have inactive zones? No Number of Zones:	0
	8. Does the panel have battery backup?	17
	Do the batteries indicate they are properly charged?	Yes
C.	Are all initiating devices in service and operating correctly?	No
D.	Are all notification devices in service and operating correctly?	Yes

### Comments:

Room 316 has a wall addition that blocks the smoke detector and sprinkler, and should not be occupied. Speaker system is currently operational except for 6 devices that are currently disabled. Total of 22 smoke detector sounders are on order for 2<sup>nd</sup> floor, and will be installed upon arrival.

NOTE: Owner to maintain fire watch until needed parts are installed and tested.

### Discrepancies:

- 1. 5 speakers are currently bypassed due to grounds and/or had cards
- 2. 2 power supplies show faults with outputs disconnected Need to be replaced
- 3. Cannot locate 1 smoke detector
- 4. See attached list of repairs completed

I certify that the Fire Alarm System at the above location is fully operational and has been tested in accordance with NFPA 25. NFPA 72, Guam Fire Department, and as per equipment manufacturer recommendations.

Signature: Bruce T. 1	Mus Toward Fredrick - Contractor#: 8211	Date:	May 18, 2020
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The Honoroble LOURDES A. LEON GUERRERO Governor

The Hunorable
JOSHUA F. TENORIO
G. Governor

**GOVERNMENT OF GUAM** 

### **DEPARTMENT OF PUBLIC WORKS**



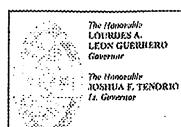
INCENT P. ABBIOLA Director IESSE G. GARCIA Deputy Director

# **PERMIT TO OPERATE**

Equipment: ELEVATOR

Permit No. OP19000996

**************************	HOTEL SAN 132 LAGOON DRIV	E, TAMUNING	PAS	enitype Senger	125 fpm
2/0134_ELV	DPW NO MAK SANFE_2	OTIS	310.20183	ASSENGERS	2500 lbs.
			S ASME CODE		
PERMIT ISSUE DATE	INSPECTED BY:	ACTIVITY	APPROVED BY:	ACTIVI	DATE OF TY EXPIRATION
12/20/2019	PAUL PEREZ	COMMISSIONED #01	OSEPH D. GUEVARA	BI&P ADMINIS	TRATOR 6/17/2020
THIS PER	RMIT TO OPERATE N	IUST BE POSTED C	ONSPICUOUSLY IN A	ND OR NEAR I	vspected equipment.



GOVERNMENT OF GUAM

### **DEPARTMENT OF PUBLIC WORKS**



VINCENT P. ARRIOLA
Director
JESSE G. GARCIA
Deputy Director

# **PERMIT TO OPERATE**

Equipment: ELEVATOR

Permit No. OP19000997

	HOTEL SAN 132 LAGOON DRIV		75-41-74-5-7-4-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1	SENGER	125 fpm
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3/0135_ELV	SANFE_3	OTIS		21	3500 lbs.
	THIS EQUIP	MENT MEET	S ASME CODE	REQUIREMENT	<b>S.</b>
	11	NSPECTI	ON DETAI	ILS .	
PERMIT ISSUE DATE	INSPECTED BY:	ACTIVITY	APPROVED BY:	ACTIVITY	DATE OF EXPIRATION
12/20/2019	PAUL PEREZ	Commissioned #81	JUSEPH D. GUEVARA	BI&P ADMINISTRATOR	6/17/2020
****		7	EP		

váldás Sováves Specialists, Inc. dia 1,550 2011/pmj Dron Suin 2030



# FIRE ALARM SYSTEMS AND EQUIPMENT ANNUAL TEST REPORT

Milliptoy Driver State: 2028 Franciung, Guenn 96913 Phone: 6871 648-0030 Cell: - 6671 648-0039 Fave: - 6671 646-1628 Email: headade describeration Web; http://www.wew.egr.com

Location: Hotel Santa Fe Guam

		Number	Number		Operations	1
Equipment	Total Number	Tested Frevious Report	Tested This Report	Yes	35	N/A
1. Remote Annunciators			*** ****************			አ
2. Zones	4	Unknown	4	X	Х	**********
Manual Stations (Pull)				Partiers Partier attended for de la company de		**********
A. Coded	26	Unknown	26	Z.		
B. Non-Coded				i Martin de di Madilia di Martin de La Cara		Χ
4. Detectors						•
A. Photoelectric	240	Unknown	228	λ	************	
B. Heat	16	Unknown	16	N.		
5. Audible/Visual				· · · · · · · · · · · · · · · · · · ·		·~······
A. Bell			******************			
B. Siren	***********************************			X	(P. P. P. A. A. A. A. A. A. P. P. A. A. A. A. A. A. A. A. A. A. A. A. A.	latations atoma a a a a a a
C. Horn/Strobe	12	Unknown	12	X		
D. Strobe	71	Unknown	71	X		e e e e e e e e e e e e e e e e e e e
6. Dry Hydrant System		***************************************		Particular (not incompressor)	ranca na njerovenska sile	
Date of last Hydro: Unknow	yn Nex	t Hydro Due:	Now	•••••	*************	
Fire Department Connections:	3	lns	pected:	Yes	KARANTAN PERMENTAN PERMENTAN PERMENTAN PERMENTAN PERMENTAN PERMENTAN PERMENTAN PERMENTAN PERMENTAN PERMENTAN P	Personal and a service as a ser
Discrepancies:			affaffaffaffaffa farfaffaffaffarfaffaffaffa ett affaffaffa a	*************	••••••	*****
<ol> <li>No hydro records for dry hy</li> </ol>	drant piping	Will schedu	le hydro test		# 4:# # 4:#:#:#:#:#;#;#;#;#;#;#;#;#;	letististististe arlanataila
<ol><li>Is system reset for normal condition</li></ol>	18?	**************	*********	one and an analysis of the second	************	***********
Yes			************	***************************************	• • • • • • • • • • • • • • • • • • • •	~~~~~~~~~
comments for any "No" answers or exp	lanations:	***************	********	t de la la companya de la companya de la companya de la companya de la companya de la companya de la companya		******
4.A. Awaiting 22 sounder units.			THE PERSON AND PROPERTY AND ASSESSED ASSESSED.		*************	
			• • • • • • • • • • • • • • • • • • • •	* * * #. *.#.;# #;#;#.#;#;#;#;#;#;	ن الوالدوالوالي الوالدية والوالد ( المال الماليات والماليات والد	**********
		***************	et et eta aria la tra la la cialente a arapha la gracia		•••••	

Verified by: Date: M  Bruce T Fredrick - Contractor# 8211
---



# Annual Report of Inspection Water Based Fire Protection Systems

Utiline Scrywer Specialists for the USS 2011hpog thire saw 2028 Inmining. Grain 90213

Phone 1671) 648-0034
Cell. 1671) 888-0034
September 1671) 646-1638
Email, freight Australy com-

Web haped work home instance

This form is being offered to assist in performance and recording of the results of Weekly Scheduled Inspections. Tasks of the various types of Fire Sprinkler Systems and component parts as listed below:

Inspecting Firm: USSI

Name of Property: Hotel Santa Fe Guam Inspector Name: Brace T. Fredrick

	Wet Sprinkler and Standpipe Systems	8'51
A-1.1	Sprinkler supply gauge:	95
A-1.2	Sprinkler system gange:	95

********			Meet	•
	General	Ŋ.	N/A	N
A-2.0	System in service on inspection:	λ	1	
A-2:2	Sundpipe control valves sealed open:	\ \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	1	<b> </b>
A-3.1	Trim Piping leak tight:	×		†····
A-4.1	Backflow assembly valves scaled open:	<b>†</b>	X	<b> </b>
A-5.1	Control valves accessible:	<b>†</b>	×	
A-3.1	Signage identification tags in place:	× ×	<b></b>	<b> </b>
A-9.1	Alarm panel clear:	<b> </b>		×
A-9.3	Systems left in service	1 <u>X</u>		

	Sprinkler Heads:	γ	N/A	N
13-1.1	Extra heards in spare heard cabinet:	X		
D-1.2	Heads are marked for proper temperature:	·····		~~~~
D-1.3	Hend wench for each type of head:	X		*******
D-2.1	1-lead live of corresion	X		·····
D-2.2	1-lead appears free of leakage or damage.	x		
D-2.3	Head appears free of point:			······
D-3.1	Head appears free of non-approved coverings and no obstructions:	×		~~~~~
1332	Head is less than 50 years old	X	•••••	
()-3.3	Fast Response heads < 20 years old			
15-3.4	High temperature heads < 5 years old			*******



## Annual Report of Inspection Water Based Fire Protection Systems

Utilites Services Specialisms, the disc USS 201 lliping Unive Sume 2020 Lamoning, Guern 96213 Plante (671) 648-0030 Uell, (671) 888-0039 Fixe (671) 646-1628 Umad, feederly asserting com-Well https://www.listecomposition

	Fire Pump:	Y	N/A	N
F-1.1	Suction pressure grange; psi			X
F-12	Discharge pressure gange; psi	8		
1-2.0	Pump in service on inspection:	X		
F-2.1	Control valves sealed open:		X	
F-0.2	Control valves accessible:		To the second se	
F-3.1	Pump enclosure secured:	X		
F-3.2	Pump enclosure heated (40° F):		λ.	*****
F-3.3	Adequately lighted	N		
F4.1	Weekly nartest (no water flow)	x		******
F-42	Shalf seals dripping water properly:	X	والواوفوة وهواه والمواودة والمواودة	/•
F-4.3	Casing relief valve free of damage:	X		
F4.4	Pressure relief valve free of damage:		Х	e je je je je je je je je je je je je je
F-5.1	lockey pumps operational:	X		
£-6.1	Descrings and valves lubricated:	X		
F-6.2	Valves, tittings, pipe leak free:	X :		
15-7.1	Connollers power 'ON':	χ		
F-7.3	Controllers set on "AUTO":	x		
F-8.1	Flose header control valve closed:		X	***************************************
િતા	Signage/klentification tags in place:	X		
F-15.1	Alarm panel clear:	1	************	X
F-152	Systems left in service:	X	•••••	
	Comments:  Proop flow test shows proop performing below cross.  - Flow 500 GPA at 76 PSIG.  - Flow 750 GPA at 35 PSIG.  Pempiricals system design flow at adequate pressure, but does not used 150% flow rating.  - Staction Pressure gauge incorrect scale.  - Fine enclosure beater not pressure.  - All sprinkler and fire pump related alarms are cleared.  Program county WARDSG - Pending COVID-19 mansportation.  Mentiuring intermittent ground finit.			

(All (NO" answers to be fully explained)

ector's initial: Dector Owner/designated rep. initial Dector Date: 7

# SANTAFE

### **BEACH RESORTS, LLC**

DAILY SUMMARY, COVID-19 QUARANTINED GUESTS REFERENCE: GSA PURCHASE ORDER NO. P206E00310

Day	Date	Particulars	No. of Rooms	U/Price	Occupied Room	Unoccupied Room	Total
1	05/16/20	COVID-19 Quarantined guests	96	99.00	9,504.00		9,504.00
	05/16/20	COVID-19 Quarantined guests	2	90.00		180.00	9,684.00
2	05/17/20	COVID-19 Quarantined guests	96	99.00	9,504.00		19,188.00
	05/17/20	COVID-19 Quarantined guests	2	90.00		180.00	19,368.00
3	05/18/20	COVID-19 Quarantined guests	96	99.00	9,504.00		28,872.00
	05/18/20	COVID-19 Quarantined guests	2	90.00		180.00	29,052.00
4	05/19/20	COVID-19 Quarantined guests	89	99.00	8,811.00		37,863.00
	05/19/20	COVID-19 Quarantined guests	9	90.00		810.00	38,673.00
5	05/20/20	COVID-19 Quarantined guests	60	99.00	5,940.00		44,613.00
	05/20/20	COVID-19 Quarantined guests	38	90.00		3,420.00	48,033.00
6	05/21/20	COVID-19 Quarantined guests	55	99.00	5,445.00		53,478.00
	05/21/20	COVID-19 Quarantined guests	43	90.00		3,870.00	57,348.00
7	05/22/20	COVID-19 Quarantined guests	53	99.00	5,247.00		62,595.00
	05/22/20	COVID-19 Quarantined guests	45	90.00		4,050.00	66,645.00
8	05/23/20	COVID-19 Quarantined guests	37	99.00	3,663.00		70,308.00
	05/23/20	COVID-19 Quarantined guests	61	90.00		5,490.00	75,798.00
9	05/24/20	COVID-19 Quarantined guests	98	90.00		8,820.00	84,618.00
10	05/25/20	COVID-19 Quarantined guests	98	90.00		8,820.00	93,438.00
11	05/26/20	COVID-19 Quarantined guests	98	90.00		8,820.00	102,258.00
12	05/27/20	COVID-19 Quarantined guests	98	90.00		8,820.00	111,078.00
13	05/28/20	COVID-19 Quarantined guests	98	90.00		8,820.00	119,898.00
14	05/29/20	COVID-19 Quarantined guests	98	90.00		8,820.00	128,718.00
14	05/16-05/29	GRAND TOTAL	1,372		57,618.00	71,100.00	128,718.00

SENDER: COMPLETE THIS SECTION  If Complete items 1, 2, and 3.  If Print your mane and address on the reverse so that was can return the card to you.  If Attach this said to the back of the malipiace, or on the two tems and address on the reverse so that was can return the card to you.  If Attach this said to the back of the malipiace, or on the two the tont it space permits.  If Attach this said to the back of the malipiace, or on the two can return the card to the back of the malipiace, or on the two the space permits.  COMPLETE THIS SECTION  A Signature  A	Justion The statio
■ Print your name and address on the reverse so that we can return the card to you.  ■ Attach this card to the back of the mellplace, or on the front if space permits.  1. Article Addressed for DIVISIFUL OF ACCOUNTS  DIVISIFUL OF ACCOUNTS  PAGE STATES, enter delively address dispetit from first. If yes, enter delively address dispetit from first. If yes, enter delively address below:  D. is delivery address dispetit from first. If yes, enter delively address below:  D. is delivery address dispetit from first. If yes, enter delively address below:  D. is delivery address dispetit from first. If yes, enter delively address below:  D. is delivery address dispetit from first. If yes, enter delively address below:  D. is delivery address dispetit from first. If yes, enter delively address below:  D. is delivery address dispetitively address below:  If yes, enter delively address below:  D. is delivery address dispetitively address below:  If yes, enter delively address below:  D. is delivery address dispetitively address dispetitively address dispetitively address delivery.  If yes, enter delively address below:  D. is delivery address dispetitively address dispetitively address dispetitively address dispetitively address dispetitively address dispetitively address dispetitively address dispetitively address dispetitively address delivery address dispetitively address	Justion The statio
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B. Received by Printed Name   C. Date of D. All and S. Italian Addressed for DIVISION OF ACCOUNTS   D. Is delivery address althought from field of the people of the peopl	Justion The statio
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DIVISION OF ACCOUNTS  PARTY THOUSE OF A DHIMIN HOLD ON A SERVICE Type  ACM Signature Restricted Delivery  9590 9402 5565 9249 8703 80  Adult Signature Restricted Delivery  9590 9402 5565 9249 8703 80  Control Mail Restricted Delivery  1020 0090 0000 0552 0393  PS Form 3811, July 2018 PSN 7880-08-000-0058  SENDER: COMPLETE THIS SECTION  W Complete interns 1, 2, and 3.  Print your name and address on the reverse so that we can return the card to you.  A Signature  COMPLETE THIS SECTION  Received by Printed Nation  A Signature  COMPLETE THIS SECTION ON BELIVERY  A. Signature  COMPLETE THIS SECTION ON BELIVERY	r vation** vation y
PS Form 3811, July 2015 PSN 7880-08-000-8068  SENDER: COMPLETE THIS SECTION  Complete items 1, 2, and 3.  Print your name and address on the reverse so that we can return the oard to you.  Actual the broad of the malipiece, or on the front if space permits.	r vation** vation y
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AC MAG CQU 96 32  AC MAG CQU 96 32  3. Service Type   Priority Mell Explanation School   Registered Mell Processor Mell Proces	r vation** vation y
AS AUG COMPLETE THIS SECTION  SENDER: COMPLETE THIS SECTION  Complete items 1, 2, and 3.  Print your name and address on the reverse ac that we can reluce the back of the meliplece, or on the front if space permits.	r vation** vation y
SENDER: COMPLETE THIS SECTION  Complete items 1, 2, and 3.  Print your name and address on the reverse so that we can return the card to you.  Address Signature Passing Delivery  Address Signature Passing Delivery  Collect on Delivery  Coll	r vation** vation y
### Part of the pa	nation** ration Y
9590 9402 5565 9249 8703 80  A collect on Delivery Collect on Delivery Deli	vation <sup>ru</sup> vation Y
Complete items 1, 2, and 3.  Print your name and address on the reverse ac that we can return the card to you.  Attach the card to the back of the meliplece, or on the front if space permits.	nation Y
PS Form 3811, July 2015 PSN 7880-08-000-0056  SENDER: COMPLETE THIS SECTION  COMPLETE THIS SECTION ON BELIVERY  A. Signature  A. Signature  X. J. J. Addis  R. Attach this cord to the back of the melipiace, or on the front if space permits.	¥
SENDER: COMPLETE THIS SECTION  W Complete items 1, 2, and 3.  W Print your name and address on the reverse so that we can return the card to you.  W Attach this card to the back of the melipiace, or on the front if space permits.	
## Complete items 1, 2, and 3.  ## Print your name and address on the reverse so that we can return the card to you.  ## Attach this card to the back of the melipiace, or on the front if space permits.  ### ACCOUNTY Printed Name: C. Date of Date	apelpt
■ Complete items 1, 2, and 3.  ■ Print your name and address on the reverse so that we can return the card to you.  ■ Attach this card to the back of the melipiace, or on the front if space permits.  A. Signature  X U CLC  □ Address  C. Date of	
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PAGE 001



Bill To

P.O. No.	P206E00310
Date	6/2/2020
Invoice #	HSF-0000078
Terms	Upon Receipt

From	То	Description	Qty.	Rate	Open Balance
05/16/20 05/16/20	05/24/20	COVID-19, Quarantined Guests per occupied room COVID-19, Quarantined Guests per unoccupied room *** NOTHING FOLLOWS ***  *** CORRECTED INVOICE ***	390 492	99.00	38,610.00 44,280.00
Ve certify ave any q	that the amo	ount listed above is correct and payment has not been received. Should you se contact us. Thank you for your business.	Tota	1	\$82,890.00



Bill To

P.O. No.	P206E00310
Date	6/2/2020
Invoice #	HSF-0000079
Terms	Upon Receipt

From	То	Description	Qty.	Rate	Open Balance
05/25/20 05/25/20	05/29/20 05/29/20	COVID-19, Quarantined Guests per occupied room COVID-19, Quarantined Guests per unoccupied room **** NOTHING FOLLOWS ***  **** CORRECTED INVOICE ***	0 490	99.00	0.00 44,100.00
We certify have any q	that the amouestion plea	ount listed above is correct and payment has not been received. Should you see contact us. Thank you for your business.	Tota	I	\$44,100.00



Bill To

P.O. No.	P206E00310
Date	6/10/2020
Invoice #	HSF-0000080
Terms	Upon Receipt

From	То	Description	Qty.	Rate	Open Balance
05/30/20 05/30/20	06/05/20	COVID-19, Quarantined Guests per unoccupied room COVID-19, Quarantined Guests per unoccupied room *** NOTHING FOLLOWS *** *** CORRECTED INVOICE ***	0 686	99.00	0.00 61,740.00
		ount listed above is correct and payment has not been received. Should you use contact us. Thank you for your business.	Tota	I	\$61,740.00



Bill To

P.O. No.	P206E00310
Date	6/17/2020
Invoice #	HSF-0000081
Terms	Upon Receipt

From	То	Description	Qty.	Rate	Open Balance
06/06/20 06/06/20	06/12/20	COVID-19, Quarantined Guests per unoccupied room COVID-19, Quarantined Guests per unoccupied room **** NOTHING FOLLOWS ***  **** CORRECTED INVOICE ****	0 686	99.00	0.00 61,740.00
Ve certify ave any q	that the amouestion plea	ount listed above is correct and payment has not been received. Should you use contact us. Thank you for your business.	Tota	I	\$61,740.0



Bill To

GOVERNORS OFFICE P.O. BOX 2950 HAGATNA, GU 96932-0000

P.O. No.	P206E00310
Date	6/24/2020
Invoice #	HSF-0000082
Terms	Upon Receipt

From То Description Qty. Rate Open Balance 06/13/20 06/19/20 COVID-19, Quarantined Guests per unoccupied room 686 90.00 61,740.00 \*\*\* NOTHING FOLLOWS \*\*\* We certify that the amount listed above is correct and payment has not been received. Should you **Total** \$61,740.00 have any question please contact us. Thank you for your business.



Bill To

P.O. No.	P206E00310
Date	6/29/2020
Invoice #	HSF-0000083
Terms	Upon Receipt

From	То	Description	Qty.	Rate	Open Balance
06/20/20	06/26/20	COVID-19, Quarantined Guests per unoccupied room **** NOTHING FOLLOWS ***	686	90.00	61,740.00
We certify have any q	that the am	ount listed above is correct and payment has not been received. Should you ase contact us. Thank you for your business.	Tota	Ī	\$61,740.00



Bill To

P.O. No.	P206E00310
Date	7/6/2020
Invoice #	HSF-0000084
Terms	Upon Receipt

From	То	Description	Qty.	Rate	Open Balance
06/27/20	07/03/20	COVID-19, Quarantined Guests per unoccupied room **** NOTHING FOLLOWS***	Qty. 686	90.00	Open Balance 61,740.00
We certify have any q	that the am	ount listed above is correct and payment has not been received. Should you ase contact us. Thank you for your business.	Tota	I	\$61,740.00



Bill To

P.O. No.	P206E00310
Date	7/12/2020
Invoice #	HSF-0000085
Terms	Upon Receipt

From	То	Description	Qty.	Rate	Open Balance
07/04/20	07/10/20	COVID-19, Quarantined Guests per unoccupied room *** NOTHING FOLLOWS ***	686	90.00	61,740.00
We certify have any q	that the amquestion plea	ount listed above is correct and payment has not been received. Should you use contact us. Thank you for your business.	Tota	 	\$61,740.00



Bill To

P.O. No.	P206E00310
Date	7/27/2020
Invoice #	HSF-0000086
Terms	Upon Receipt



Bill To

P.O. No.	P206E00310
Date	7/27/2020
Invoice #	HSF-0000087
Terms	Upon Receipt

From	То	Description	Qty.	Rate	Open Balance
07/18/20	07/24/20	COVID-19, Quarantined Guests per unoccupied room *** NOTHING FOLLOWS ***	686	90.00	61,740.00
We certify have any q	that the amouestion plea	ount listed above is correct and payment has not been received. Should you use contact us. Thank you for your business.	Tota	1	\$61,740.00



Bill To

P.O. No.	P206E00310	
Date	8/4/2020	
Invoice #	HSF-0000088	
Terms	Upon Receipt	

From	То	Description	Qty.	Rate	Open Balance
07/25/20	07/31/20	COVID-19, Quarantined Guests per unoccupied room *** NOTHING FOLLOWS ***	686	90.00	61,740.00
We certify have any q	that the amouestion plea	ount listed above is correct and payment has not been received. Should you se contact us. Thank you for your business.	Tota	1	\$61,740.00



Bill To

P.O. No.	P206E00310
Date	8/10/2020
Invoice #	HSF-0000089
Terms	Upon Receipt

From	То	Description	Qty.	Rate	Open Balance
08/01/20	08/07/20	COVID-19, Quarantined Guests per unoccupied room *** NOTHING FOLLOWS ***	686	90.00	61,740.00
We certify have any q	that the amo	ount listed above is correct and payment has not been received. Should you se contact us. Thank you for your business.	Tota	<b>I</b>	\$61,740.00



Bill To

P.O. No.	P206E00310
Date	8/17/2020
Invoice #	HSF-0000090
Terms	Upon Receipt

From	То	Description	Qty.	Rate	Open Balance
08/08/20	08/14/20	COVID-19, Quarantined Guests per unoccupied room *** NOTHING FOLLOWS ***	686	90.00	61,740.00
We certify have any q	that the amouestion plea	ount listed above is correct and payment has not been received. Should you see contact us. Thank you for your business.	Tota	•	\$61,740.00



Bill To

P.O. No.	P206E00310
Date	8/22/2020
Invoice #	HSF-0000091
Terms	Upon Receipt

From	То	Description	Qty.	Rate	Open Balance
08/15/20	08/21/20	COVID-19, Quarantined Guests per unoccupied room *** NOTHING FOLLOWS ***	686	90.00	61,740.00
We certify have any q	that the amo	ount listed above is correct and payment has not been received. Should you se contact us. Thank you for your business.	Tota	I	\$61,740.00



824 North Marine Corpe Drive Tamuning, Guam 96913

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HOTEL SANTA FE 132 LAGOON DR TAMUNING GU 96913

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### **Account Summary**

Account Number:	321477
Invoice Number:	12852472
Billing Date:	Jun 01, 2020 4
Due Date:	Jun 25, 2020
the state of the s	

Previous Balance \$0.00

Balance Forward \$0.00

Current Charges \$3,707.88

Total Amount Due - Please Pay this Amount \$3,707.88

### **GTA News & Notes**

GTA encourages you to stay safe and stay healthy!

Start, Play or Live Limitless! Introducing our new MultiLine Limitless wireless plans. Our new plans offer unlimited local talk, text and data at prices to fit your budget. Now enjoy additional savings when you add more lines! Come see us to find out how to save more!

Our retail location at the Agana Shopping Center is now permanently closed. We will gladly continue to serve you at our other locations at our GTA Experience Center in Tamuning, Micronesia Mall, AAFES BX and the NEX at Naval Base Guam.

We have made changes to our Wireless Data Fair Usage Policy. Please visit www.gta.net/wireless-data-management/ to review the changes.

For more information visit www.gta.net or call us at 644-4482.

For more information, please call 644-4482 contact us at ask@gta.net, or visit us at www.gta.net.

Player detach and which this performant year promise.

HOTEL SANTA FE

624 North Marine Corps Drive Tamuning, Guam 96913

Auto Pay Check here and fill out the back to pay your future bill automatically or make changes. Please ensure expiration dates updated (see back for details).	are
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Change of Billing Address Check here and make changes on back.



Remittance Section	, , , , , , , , , , , , , , , , , , , ,
Account Number:	321477
Billing Dete:	Jun 01, 2020
Due Date:	Jun 25, 2020
Amount Due	\$3,707.88
Amount Enclosed:	\$

Please put your account number on your check and make payable to: GTA.

#### Bill prepared by Teleguam Holdings LLC

A, herein referred to as 'we', reserves the right to change policies and practices and will provide the customer, herein referred to as 'you', with iffication of any change thirty (30) days in advance of that change. Your continued usage of service after we notify you of a change in any policy or scedure will be your acceptance of the changes, unless you choose to terminate your service.

FORMATION REGARDING YOUR BILL: We make all attempts to mail out bills in a timely manner, but are not responsible for mail delivery failure or s bills. Payment is due and payable in advance within thirty (30) days from date of bill regardless of the day you receive our bill. If payment for service tot received within thirty (30) days from date of bill, a late fee will be charged to your account. If full payment for services is not received by the 15th v of the following bill cycle, your account is subject to suspension without further notice. We suggest customers allow at least five (5) working days for yments made at participating banks to be received by us and ten (10) days for check payments made through on-island mail delivery. Non-receipt of illing statement and/or invoice does not prevent customer's account from being due or payable. We are not responsible for payments made at n-GTA locations. Please see the list of GTA payment locations and hours below.

ITE FEES: Fallure to make a full payment for the total amount due, on or before thirty (30) days from the date of bill will result in a late charge, which I appear on your next billing statement. Late fee amounts can be found on our website.

ISPENSION FOR NON-PAYMENT: To avoid a temporary suspension of service, payment for any amount in arrears must be received by the 15th y of the following billing cycle. If payment is not received, your account will be subject to suspension without further notice. In the event your service suspended, you will be required to pay all charges including arrearages, reconnection fees, late fees and any outstanding balances for old accounts fore service is reconnected.

IOP BOX PAYMENTS: Payments received after 4:00 pm in a GTA drop box will not be recorded until the next business day.

RMINATION OF SERVICE: A termination order will be issued ten (10) days after service has been suspended. To re-establish service, you will be juired to pay all outstanding charges and any fees associated with new service activation before the service is restored.

LIECTED TRANSACTIONS: A \$26.00 tee will be charged for all rejected checks, credit, or debit cand transactions. This fee may be adjusted at our cretion to reflect the prevailing charges imposed by financial institutions.

SPUTED BILLING: Billing errors must be brought to our attention within 15 days from the bill date (Includes auto pay per rejected transaction).

IORATED AMOUNTS: A partial month charge, or prorate, may be generated whenever you make a change to your service.

:CESS TO CUSTOMER'S HOME/PROPERTY: You, or an authorized representative (18 yrs or older), must be present for us to install, inspect, aintain, replace, remove, or repair equipment or service within your premise. This authorization may also include permitting us and our contractors to ter your exterior property at reasonable times, even if you are not present.

tovisions of service: We are not responsible for interruptions in service due to circumstances beyond our control, including without limitations; ts of God; power failure; or any other condition. We make no warranty, either expressed or implied, regarding equipment and service.

### YMENT LOCATIONS AND HOURS:

1 Experience Center te 4, Tamuning, Guam 96913 1 - Sat: Barn - 6pm r. 10am 4pm

art Center 1 - Sat: 8am - 6pm i: 10am - 4pm

**Alicronosis Matt Suite 180A** 1088 West Marine Orive Open Daily 10am - 9pm

Smart Center

Open Dally: 11am - 3pm & 4pm - 6pm

Acana Shooping Center Ste. 204 302 South Route 4 Hogátha, Guerr 96910

Open Daily: 10am - 8pm Smart Center

Open Daily: 11am - 3pm & 4pm - 8pm

**NEX Guam Building 258 NEX Road** US Naval Base, Guam 96915 Mon - Sat: 9am - 8em Sun: 9am - 7pm

AAFES Exchange 8kg 24016 AAFB Open Daily: 10am - 7pm

CHECK PAYMENTS: Please make checks payable to GTA gta-321477

ink: For a list of participating financial institutions, please visit vw.gta.net or call 644-4482.

CI MASTERCARD ID VISA ID AMERICAN EXPRESS ID 01900VER

TOPAY is the EASY way! Please indicate if this is a new 🛘 or updated 🗖 application. Check the AutoPay box on the	
nt of the remittance section and then choose an AutoPay Option and sign below. If insufficient funds prevent autopay on	
due date, autopay will continue to process until sufficient funds are available to satisfy the invoice amount.	

at of the remittance section and then choose an AutoPay Option and sign below. If insufficient funds prevent autopay o ∍ due date, autopay will continue to process until sufficient funds are available to satisfy the invoice amount.
Credit Card AutoPay Your card will be charged for your balance due every month.
Not for one-time payments. Please ensure expiration dates are updated.

ard ).	Exp Date (MM/YY)	сvv ШП
ime as it annears on your credit card:		

Pay on-line with EPay: Visit www.gta.net and pay your bill on line. Click Pay My Bill to register.

Direct Debit AutoPay: The balance will be withdrawn directly from your bank account each month via direct debit. ease ensure your bank is a participant in the Automated Cleaning House program.

Checking: The balance will be withdrawn directly from your bank account each month via direct debit. Please ensure ur bank is a participant in the Automated Clearing House program.

Savings	Bank Name/Account Holder's Name	Account Number	Routing Number
Terminal	tion of AutoPay		

isigning below, I authorize GTA, or its financial institution, to process the indicated selections. I agree to contact GTA at ast seven (7) days before the due date with any concerns to allow time for corrections.

naih Effection ☐ 5th ☐ 20th Signature/Date:

### I Change of Billing Address

-	Check the box on the front of this
-	remittance section and fill in below. If you
į	are moving your service location, call
described	(671)644-4482.

(671)644-4482.		
New Mailing Address		
PO. Box / Street Addre	ss	
errorssinstition-remains additional and a second state of the seco		
City		
State	Zip	
Account / Service No.		

**Email Address** 

**EXHIBIT 32** 

Preferred Mobile PAGE 002



•• 9 <del>0</del> •• ••	Ru Caniica					I	Recurring	Other	Usage		*****
Summary Total	Recurring	Other	Usage				Charges	Charges	Charges	Sur.	Total 15.78
	Charges	Charges	Charges	Sur.	Total	(671) 488-6673 (671) 488-6827	12.78 12.78	0.00 0.00	0.00 0.00	3.00 3.00	15.78
Other Charges	69 56	2,067.00	0.00	0.00	2,136.55	(671) 488-6831	12.78	0.00	0.00	3.00	15.78
(671) 488-0165	12.78	0.00	0.00	3.00	15.78 15.78	(671) 488-6842	12.78	0.00	0.00	3.00	15.78
(671) 486-0279	12.78 12.78	0.00 00.0	0.00 Ø.00	3.00 3.00	15.74	(671) 486-6871	12.78	0.00	0.00 0.00	3.00 3.03	15.78 15.78
(571) 488-0358 (571) 468-0382	12.78	0.00	0.00	3.00	15.78	(671) 488-6902 (671) 488-6970	12.78 12.78	0.00 0.00	0.00	3.00	15.78
(671) 488-0562	12.78	0.00	0.00	3.00	15.78	(671) 488-7078	12.78	0.00	0.00	3.00	15.78
(571) 488-0674	12.78	ä. <b>30</b>	<b>3.30</b>	3.00	15.78	(671) 488-7389	12.78	7.0G	36.00	3.00	15.73
(671) 488-0675	12.78	0.00	0.00	3.00	15.78	(871) 488-7568	12.78	0.00	0.00	3.00	15.78
(871) 488-0687	12.78	0.00 0.00	8.30 0.00	3.00 3.00	24.08 15.78	(671) 488-7965	12.78	0.00	0.00	3.00	15.78
(671) 488-0692 (671) 488-0698	12.78 12.78	0.00	0.00	3.00	15.78	(671) 488-8073 (671) 488-8106	12.78 12.78	0.00 0.00	0.00 0.00	3.00 3.00	15.78 15.78
(671) 488-0754	12.78	0.00	0.00	3.00	15.78	(871) 488-8120	12.78	0.00	0.00	3.00	15.78
(671) 486-0791	12.78	0.00	0.00	3.00	15.78	(871) 488-8258	12.78	0.00	0.00	3.00	15.78
(671) 488-0849	12.78	0.00	0.00	3.00 3.00	15.78 15.78	(671) 488-8260	12.78	0.00	0.00	3.00	15.78
(871) 488-1256 (871) 488-1256	12.78 12.78	0.00	0.00 0.00	3.00	15.78	(671) 466-8245	12.78	0.00	0.00	300	15.78
(671) 468-1262 (671) 488-1315	12.78	0.00	0.00	3.00	15.78	(671) 488-6563 (671) 488-8593	12.78 12.78	0.00 0.00	0.00 00.0	3.00 3.00	15.78 15.78
(871) 488-1383	12.78	0.00	0.00	3.00	15.78	(671) 488-9068	12.78	0.00	0.40	3.00	16.18
(671) 488-1384	12.78	0.00	0.00	3.00	15.78	(671) 488-9074	12.49	0.00	0.00	3.00	15.49
(671) 488-1567	12.78	0.00	0.00	3.00	15.78	(671) 488-9152	12.78	0.00	0.00	3.00	15.78
(671) 488-1879	12.78	0.00 0.00	00:0 00:0	3.00 3.00	15.78 15.78	(671) 488-9240	12.78	0.00	0.00	3.00	15.78
(671) 488-1755 (671) 488-1761	12.78 12.78	0.00	0.00	3.00	15.78	(671) 488-9306	12.78 12.78	0.00 0.00	0.00 0.00	3.00 3.00	15. <b>78</b> 15.78
(671) 488-1836	12.49	0.00	0.00	3.00	15.49	(671) 488-9908		\$2,667.00	\$8.70	\$300.60	\$3,707.88
(671) 488-2156	12.49	0.00	0.00	3.00	15.49	Account Total	4 i biggir i A	مد بمتاته	90.70	***************************************	And the rain
(671) 488-2286	12.49	0.00	0.00	3.00	15.49	Other Charges	and Creatile		AMORA SANTANIANA		Santana da da Santana da Santana da Santana da Santana da Santana da Santana da Santana da Santana da Santana d
(671) 188-2845	12.49	9.00	0.00 0.00	3.00 3.00	15.49 15.40	San San San San San San San San San San	and Oreald	<u> </u>			
(671) 488-2891 (671) 488-2853	12.49 12.49	0.00	0.00	3.00	15.49	Description					Amount
(671) 488-2655	12,49	0.00	0.00	3.00	15.49	3in1 SIM Card 8					\$0.00
(671) 488-2874	12.49	0.00	0.00	3.00	15.49	Figo Fury Pro W					\$39.00
(671) 488-2921	12.49	0.00	0.00	3.00	15.49	Figo Fury Pro W					\$39.00
(671) 488-3039	12.49	0.00	0.00	3.00	15.49 15.49	Figo Fury Pro W					\$39.00
(671) 488-3041	12.49 12.49	0.00	0.00 0.00	3.00 3.00	15.40	Figo Fury Pro W					\$39.00
(671) 488-3068 (671) 488-3070	12.49	0.00	3.50	3.60	15.43	Figo Fury Pro W					\$39.00
(671) 488-3196	12.49	0.00	0.00	3.00	15.49	Figo Fury Pro W					\$39.00
(671) 488-3202	12.49	0.00	0.00	3.00	15.49	Figo Fury Pro W					\$39.00
(671) 488-3219	12.49	0.00	0.00	3.00 3.00	15.49 15.49	Figo Fury Pro W					\$39.00
(671) 488-3225 (671) 488-3237	12.49 12.49	0.00 0.00	0.00 0.00	3.00	15.49	Figo Fury Pro W					\$39.00
(671) 468-3317	12.49	0.00	0.00	3.00	15.49	Figo Fury Pro W					\$39.00
(671) 488-3348	12.49	0.00	0.00	3.00	15.49	Figo Fury Pro W					\$39.00
(671) 498-1920	12.46	0.00	0.00	3.00	15.49	Figo Fury Pro W					\$39.00
(871) 488-3563	12.49	0.00	0.00 0.00	3.00 3.00	15.49 15.49	Figo Fury Pro W					\$39.00
(671) 488-3594 (671) 488-3604	12.49 12.49	0.00	0.00	3.00	15.49	Figo Fury Pro W					\$39.00
(671) 488-3629	12.49	0.00	0.00	3.00	15.49	Figo Fury Pro W					\$39.00
(671) 488-3841	12.49	0.00	0.00	3.00	15.49	Figo Fury Pro W					\$39.00
(671) 488-3658	12.49	0.00	0.00	3.00	15.40	Figo Fury Pro W					\$39.00
(671) 488-3673	12.40	0.00	0.00	3.00	15.49	Figo Fury Pro W					\$39.00
(671) 488-3757 (671) 488-3613	12.49 12.49	0.00 0:36	0.00 3.55	3.00 3.55	15,49 15,49	Figo Fury Pro W					\$39.00 \$39.00
(671) 488-3851	12.49	0.00	0.00	3.00	15.48	Figo Fury Pro W					\$39.00
(671) 488-3870	12.49	0.00	0.00	3.00	15.49	Figo Fury Pro W   Figo Fury Pro W					\$39.00
(671) 488-3881	12.49	0.00	0.00	3.00	15.49	1					\$39.00
(671) 488-3889 4871) 488-4041	12.49 12.49	0.00	00.00 00.00	3.00 3.00	15.49 15.49	Figo Fury Pro W					\$39.00
(671) 488-4041 (671) 488-4043	12.49	0.00	0.00	3.00	15.49	Figo Fury Pro W					\$39.00
(671) 488-4173	12.49	0.00	0.00	3.00	15.49	Figo Fury Pro W	and the same of th				\$39.00
(671) 488-4190	12.49	0.00	0.00	3 00	16 49	Figurery Pro W					\$39 QK
(671) 488-4193	12.49	0.00	0.00	3.00	15.49	Figo Fury Pro W					\$39.00
(671) 488-4287	12.49	0.00	0.00 0.00	3.00 3.00	15.49 15.49	Figo Fury Pro W					\$39.00
(671) 488-4291 (671) 488-4347	12.49 12.49	0.00 0.00	0.00	3.00	15.49	Figo Fury Pro W					\$39.00
(671) 488-4565	12.49	0.00	0.00	3.00	15.49	Figo Fury Pro W					\$39.00
(671) 486-4817	12.49	0.00	0.00	3.00	15.49	Figo Fury Pro W					\$39.00
(671) 488-4966	12.49	0.00	0.00	3.00	15.49						\$39.00
(671) 488-5117	12,49	0.00	0.00	3.00	15.49	Figo Fury Pro W	the second second				
(671) 466-5172	12.49	0.00	0:00 0:00	3.90 3.00	15.49	Fige Fury Pro W					\$39.00 \$30.00
(671) 488-5199 (671) 488-5243	12,49 12,49	0.00	0.00 0.00	3.00	15.49	Figo Fury Pro W					\$39.00
(671) 488-5243 (671) 488-5295	12.49	0.00	0.00	3.00	15.49	Figo Fury Pro W					\$39.00
(871) 488-5383	12.49	0.00	0.00	3.00	15 49	Figo Fury Pro W					\$39.00 \$39.00
(671) 488-5409	12.49	0.00	0.00	3.00	15.49	Figo Fury Pro W					\$39.00
(671) 488-6506	12.78	0.00	0.00	3.00	15.78	Figo Fury Pro W	7282 Black				\$39.00
							,, <u>, , , , , , , , , , , , , , , , , ,</u>				

For Customer Information, please call 644-4482, contact us at ask@gta.net, or visit us at www.gta.net



HOTEL SANTA FE 321477 06/01/20 - 06/30/20



*. 9Ld			Diany Period	00/0/12	i - Udigari
Figo Fury Pro W282 Black		\$39.00	Service Details	(671	468-0356
Figo Fury Pro W282 Black		\$39.00	Billing Dates: 06/01/20 - 06/30/20		
Figo Fury Pro W282 Black		\$39.00			
Figo Fury Pro W282 Black		\$39.00	Recurring Charges		Amoun
Figo Fury Pro W282 Black		\$39.00	Add a User (ESP - Item)	05/19-05/31	\$3.78
Figo Fury Pro W282 Black		\$39.00	Add a Ucer (ESP - Hem)	06/01-06/30	粉瓜
Figo Fury Pro W282 Black		\$39.00			\$12.70
Figo Fury Pro W282 Black		\$39.00			
Figo Fury Pro W282 Black		\$39.00			
Figo Fury Pro W282 Black		\$39.00	Empire Chiang Chiange		\$2.00
Figo Fury Pro W282 Black		\$39.00	3 circus eminists ers ers efter fin fill fill fill fill fill fill fill		\$1.00
Figo Fury Pro W282 Black		\$39.00	· #		\$3.00
			Perandras Paras		\$15.78
Figo Fury Pro W282 Black		\$39.00 \$38.00	<b>4</b> .		414.14
Figo Fury Pro W282 Black		\$2,067.00	Partie - Partie	1671	488-0387
Total Other Charges and Credits GTA Wireless		32,007.00	Billing Osles: 06/01/20 - 08/30/20		, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
			Recurring Charges		Amoun
5,000 Minutes			Add a User (ESP - Item)	05/19-05/31	\$3.78
SHing Dates: 06/01/20 - 06/30/20			Add a User (ESP - Item)	06/01-06/30	\$9.00
Dunas Managara			· · · · · · · · · · · · · · · · · · ·	00/01/00/00	\$12.78
Recurring Charges	00.00 00.01	Amount	. <b>f</b>		#12.70
Enterprise Shared Plan - 5,000 Minu	05/19-05/31	\$20.55	I TERRITORS CHARGE CHARGES	Min/KB/Messages	
Enterprise Shared Plan - 5,000 Minu	06/01-06/30	\$49.00	I SIMO LIGH MHIMBH	37.0	\$0.00
		\$69.55	Unlimited Mobile to Mobile	8.0	\$0.00
Wireless Usage Charges	Min/KB/Messages		Unlimited Nights and Weekends	39.0	\$0.00
5,000 Free Minutes	1,016.0	\$0.00			\$0.00
Unlimited Local SMS	747	\$0.00	.†		*
Unlimited Mobile to Mobile	363.0	\$0.00	oder mi San		
Unlimited Nights and Weekends	1,917.0	\$0.00	TO SECONDO CINEIDO		\$2.00
SMS from Guam to International	76	\$7.60			\$1.00
SM3 from Guarn to USA	,,, 11	\$1.10	•		\$3.00
SMS from Guerri to COA	**	\$8.70	3 m		\$15.78
Service lotsi		\$39.55	Service Details	######################################	400 OFES
			Billing Dates: 06/01/20 - 06/30/20	(011)	488-0562
Service Details	(671	) 488-0166			
Billing Dates: 06/01/20 - 06/30/20			Recurring Charges		Amount
Manuschen Channa		American	Add a User (ESP - Item)	05/19-05/31	\$3.78
Recurring Charges	05/19-05/31	Amount \$3.78		06/01-06/30	\$9.00
Add a User (ESP - Item)		-	2		\$12.78
Add a User (ESP - ttern)	06/01-06/30	\$9.00	frank 4 4 4 ma	Min/KB/Messages	
		\$12.78	5.000 Free Minutes		PA 20
Surcharges				3.0	\$0.00
E911 Service Charge		\$2.00	Unlimited Mobile to Mobile	35.0	\$0.00
LNP GSM End User Charge		\$1.00		20.0	\$0.00
CH CON LIN COOK CHAIN		\$3.00			\$0.00
			Surcharges		
Service Total		\$15.70	Eq11 Bervice Charge		\$2.00
			LNP GSM End User Charge		\$1.00
Service Details	(671)	) 485-0279			\$3.00
Billing Dates: 06/01/20 - 06/30/20	345 445 445 445 445 445 445 445 445 445		Service Total		\$15.78
Recurring Charges		Amount			•
Add a User (ESP - Item)	05/19-05/31	\$3.78	Service Details	(671)	488-0674
Add a User (ESP - Item)	06/01-06/30	\$9.00	Billing Dates: 06/01/20 - 06/30/20	10. 1)	******
·		\$12.78	i		
Windows House Observer	H-NDAL		Recurring Charges		Amount
Wireless Usage Charges	Min/KB/Messages	ىرى <u>د</u> بۇرىق	Add a User (ESP - Item)	05/19-05/31	\$3.78
Unlimited Mobile to Mobile	8.0	\$0.00	i muu a usei lese * kenni	06/01-06/30	\$9.00
Unlimited Nights and Weakends	8.0	\$0.00 \$6,66			\$12.78
Surcharges		****	Surcharges		
		MPT YES	E911 Service Charge		\$2.00
E911 Service Charge		\$2.50	I LIVE GIORE CHO USER CRAIDE		\$1.00
LNP GSM End User Charge		\$1.00 \$3.00	1		\$3.00
Service Total		\$15.78	Service Total		\$15.78
JURTING TURES		415414			<del></del>
			Service Details	(671)	488-0675
For Customer I	ninemation places self f	RAA.4480 -	contact up at majethers and accident up at a		******

For Customer Information, please call 644-4482, contact us at ask@gts.net, or visit us at www.gta.net



HOTEL SANTA FE 321477 66/01/20 - 06/06/20

*.gca			Daning Formu	00101720	
		\$3.60	5,000 Free Minutes	4.0	\$0.00 \$0.00
Service Total		\$15.78			40.00
			Surcharges		60.00
Service Details	(671)	) 488-1262	E911 Service Charge		\$2.00
Silling Dates: 08/01/20 - 06/30/20			LNP GSM End User Charge		\$1.00 \$3.00
Paramina Chausan		Amount			<b>\$3,00</b>
Recurring Charges	05/19-05/31	\$3.78	Service Total		\$15.78
Add a User (ESP - Item)	• • • • • • • • • • • • • • • • • • • •	\$9.00			
Add a User (ESP - Item)	06/01-06/30	\$12.78	Service Details	(571	488-1567
		#1#c1W	Billing Dates: 05/01/20 - 06/30/20	Çes vi	
Wireless Usage Charges	Min/KB/Messages		T		
อั,บับันิ Free ให้โดเดียร์	4.0	-	Recurring Charges		Amount
Unlimited Mobile to Mobile	28.0	\$0.00		05/19-05/31	\$3.78
Unlimited Nights and Weekends	27.0	\$0.00 \$0.00	Add a User (ESP - Item)	06/01-06/30	\$9.00 \$12.78
Surcharges			Surcharges		***
E911 Service Charge		\$2.00	1		\$2.00
LNP GSM End User Charge		\$1.00	<del>-</del>		\$1.00
		\$3.00			\$5.00
Service Total		\$15.78	Service Total		\$15.78
Service Details	(871	) 488-1315	Service Details	(671)	488-1679
Billing Dates: 06/01/20 - 06/30/20			Billing Dates: 06/01/20 - 06/30/20		
Recurring Charges		Amount	Requiring Charges		Amount
Add a User (ESP - Item)	05/19-05/31	\$3.78	<u> </u>	05/19-05/31	\$3.78
Add a User (ESP - Item)	06/01-06/30	\$9.00	t i i i i i i i i i i i i i i i i i i i	06/01-06/30	\$9.00
Add a dadi (Edi - Nolli)		\$12.78			\$12.78
Wireless Usage Charges	Min/KB/Messages		Wireless Usage Charges	Min/KB/Messages	60.00
5,000 Free Minutes	2.0	\$0.00		26.0	\$0.00
Unlimited Nights and Westerds	2.G	\$0.00 \$0.00		6.0	\$0.00 \$0.00
Surcharges			Surcharges		
E911 Service Charge		\$2.00	E911 Service Charge		\$2.00
LNP GSM End User Charge		\$1.00	LNP GSM End User Charge		\$1.00
		\$3.00	,		\$3.00
Service Total		\$15.78	Service Total		\$15.78
D 1 - D 4 - H	(671	1 488-1383	Service Details	(671	488-1755
Service Details	(0)1	1400-1000	Billing Dates: 06/01/20 - 06/30/20	(01.	100 1100
Stiffing Dates: 96/01/20 - 96/30/20					
Recurring Charges			Recurring Charges		Amount
Add a User (ESP - Item)	05/19-05/31	\$3.78	1	05/19-05/31	\$3.78
Add a User (ESP - Item)	06/01-06/30	\$9.00 \$12.78	1	06/01-06/30	\$9.00 \$12.78
Wireless Usage Charges	Min/KB/Messages	# - MAY 1	Wireless Usage Charges	Min/KB/Messages	
5,000 Free Minutes	8.0	\$0.00		4.0	\$0.00
Unlimited Nights and Weekends	10.0	\$0.00		2.0	\$0.00
		\$0.00	Unlimited Nights and Weekends	7.0	\$0.00
Surcharges		***	0		\$0.00
E911 Service Charge			Surcharges		ges ein
LNP GSM End User Charge		\$1.00	• ·		\$2.50
		\$3.00	LNP GSM End User Charge		\$1.00 \$3.00
Service Total		\$15.78	Service Total		\$15.78
Service Details	(87)	) 486-1364	}		
Billing Dates: 06/01/20 - 06/30/20		-	Service Details	(671	488-1761
Recurring Charges		Amount	Billing Deles: 06/01/20 - 06/30/20		
Add a User (ESP - Item)	05/19-05/31		Recurring Charges		Amount
Add a User (ESP - Item)	06/01-06/30	\$9.00	•	05/19-05/31	\$3.78
The second second second		\$12.78		06/01-06/30	\$9.00
Militaria de la como Characa	Hin# BAlossess	Atmeta	Company of the Compan		\$12.78
Wireless Usage Charges	Min/KB/Messages		1		



HOTEL SANTA FE 321477 06/01/20 - 06/30/20

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Billing Dates: 06/01/20 - 06/30/20		<del>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</del>	Unlimited Mobile to Mobile	2.0	\$0.00
Recurring Charges		Amount	Unlimited Nights and Weekends	174.0	\$0.00
Add a User (ESP - Item)	05/19-05/31	\$3.78	St.		\$0.0
Add a User (ESP - Item)	06/01-06/30		Surcharges		
		\$12.78			\$2.00
		-	LNP GSM End User Charge		\$1.00
Wireless Usage Charges	Min/KB/Messages	.00.00			\$3.00
5,000 Free Minutes	392.0	\$0.00	1		
Unlimited Local SMS	1		Service Total		\$15.78
Unlimited Mobile to Mobile	194.0	\$0.00		in makinga kina kananin in makin makin makin makin makin makin makin makin makin makin makin makin makin makin	
Unlimited Nights and Weekends	893.0	\$0.00 \$0.00	Service Details	(671	) 488-0754
		\$U.UU	Billing Dates: 06/01/20 - 06/30/20		
Surcharges			Recurring Charges		Amount
E911 Service Charge		\$2.00	Add a User (ESP - Item)	05/19-05/31	\$3.78
LNP GSM End User Charge		\$1.00	Add a User (ESP - Item)	06/01-06/30	\$9.00
		\$3.00			\$12.78
Service Total		\$15.78		*** ***	
Scrance rotar		At 1 met o	interess reside cualifics	Min/KB/Messages	** **
		) 488-0687	5,000 Free Minutes	3.0	\$0.00
Service Details	4011	1400-0001	Unlimited Mobile to Mobile	18.0	\$0.00
Billing Dates: 06/01/20 - 06/30/20			Unlimited Nights and Weekends	36.0	\$0.00 <b>\$0.0</b> 0
Recurring Charges		Amount			30.00
Add a User (ESP - Item)	05/19-05/31	\$3.78	Surcharges		
Add a User (ESP - Item)	06/01-06/30	\$9.00	E911 Service Charge		\$2.00
•		\$12.78	LNP GSM End User Charge		\$1.00
Wireland Heads Charmes	Min/KB/Messages				\$3.00
Wireless Usage Charges 5,000 Free Minutes	219.0	\$0.00	Service Total		\$15.78
Unlimited Local SMS	745	\$0.00	I i i i i i i i i i i i i i i i i i i i		0.0
Unlimited Mobile to Mobile	8.0	\$0.00	1	1071	400 0704
Unlimited Nights and Weekends	502.0	\$0.00	1	110]	) 488-0791
SMS from Guarn to International	72	\$7.20	AUGUN REGEL ANGLIER - AGAGES		
SMS from Guam to USA	11	\$1.10	Recurring Charges		Amount
Select Browning - Brown and State of the Control of		\$8.30	Z w w w w d	05/19-05/31	\$3.76
		70.00	Add a User (ESP - Item)	06/01-06/30	\$9.00
Surcharges		60.00			\$12.78
E911 Service Charge		\$2.00	Surcharges		
LNP GSM End User Charge					\$2.00
		\$3.00	LNP GSM End User Charge		\$1.00
Service Total		\$24.08			\$3.00
			Service Total		\$15.78
Service Details	(671	) 488-0692	Service rotal		<b>\$10.70</b>
Billing Dates: 06/01/20 - 06/30/20		***************************************	Service Details	/6-7-4	400 0040
Recurring Charges		Amount		(011)	488-0849
Add a User (ESP - Item)	05/19-05/31	S3 78	Billing Dates: 06/01/20 - 06/30/20		
Add a User (ESP - Item)	06/01-06/30	\$9.00	Recurring Charges		Amount
- manuscript the section of Section 1995 - 1855/1983/	nya nga nga si ngangan nganga	312.70	Add a User (ESP - liam)	05/19-05/91	\$3.78
Monton House Africa	W-NDP		Add a User (ESP - Item)	06/01-06/30	\$9.00
Wireless Usage Charges	Min/KB/Messages	**			\$12.78
Unlimited Nights and Weekends	2.0	\$0.00	Surcharges		
		\$0.00	E911 Service Charge		\$2.00
Surcharges			LNP GSM End User Charge		\$1.00
E911 Service Charge		\$2.00			\$3.00
LNP QSM End User Charge		\$1.00			•
•		\$3.00	Service Total		\$15.78
Service Total		\$15.78			~~~
Ge, vice Total		<b>\$19.70</b>	Service Details	(671)	488-1256
Service Ostalis	/E*74	488-0698	Billing Dates: 06/01/20 - 06/30/20		
	19/1	) 400-A080	Recurring Charges		Amount
Billing Dates: 06/01/20 - 06/30/20			Add a User (ESP - Item)	05/19-05/31	\$3.78
Recurring Charges		Amount	Aod a User (ESP - item)	06/01-06/30	\$9.00
Add a User (ESP - Item)	05/19-05/31	\$3.78	The contract of the second state of the second seco	301017000U	\$12.78
Add a User (ESP - Item)	06/01-06/30	\$9.00	<b>5</b>		<b>\$16.70</b>
		\$12.78	Surcharges		
			E911 Service Charge		\$2.00
Wireless Usage Charges	Min/KB/Messages		LNP GSM End User Charge		\$1.00
5,000 Free Minutes	95.0	\$0.00			*
	kannyan mananan kada maka maka maka maka kada kada kada	****			*****

For Customer Information, please call 644-4462, contact us at ask@gia.net, or visit us at www.gia.net



HOTEL SANTA FE 321477 06/01/20 - 06/30/20

Marchael and and					
Service Total		\$3.00 \$15.49	LNP GSM End User Charge		\$1.00 <b>\$3.00</b>
Service total			Service Total		\$15.49
Service Details	(671	) 488-3348			
Billing Dates: 06/01/20 - 06/30/20			Service Datails	(571)	488-3829
Recurring Charges		Amount	Billing Dates: 06/01/20 - 06/30/20		
Add a User (ESP - Item)	05/20-05/31	\$3.49	Recurring Charges		Amount
Add a User (ESP - Item)	06/01-06/30	\$9.00		05/20-05/31	\$3.49
		\$12.49	Add a User (ESP - Item)	06/01-06/30	\$9.00
Surcharges			Service de la constant de la constan		\$12.49
E911 Service Charge		\$2.00	Surcharges		
LNP GSM End User Charge		\$1.00			\$2.00
		\$3.00	LNP GSM End User Charge		\$1.00
Service Total		\$15.49			\$3.00
			Service Total		\$15.49
Service Details	(671	) 488-3520			
Silling Dates: 96/91/29 - 96/20/29	enter en la company de la comp	o en paris e	Service Details	(671)	488-3641
Recurring Charges		Amount	Billing Dates: 06/01/20 - 06/30/20		in the state of th
Add a User (ESP - Item)	05/20-05/31		Recurring Charges		Amount
Add a User (ESP - Item)	06/01-06/30	\$9.00	Add a User (ESP - Item)	05/20-05/31	\$3.49
The second secon	0.0, 0.0,	\$12.49		06/01-06/30	\$9.00
Constitution of the consti					\$12.49
Surcharges E911 Service Charge		ቁኃ ስስ	Surcharges		
LNP GSM End User Charge		\$1.00	E911 Service Charge		\$2.00
EN GOW ENGOSSI CHAIGE		\$3.00	LNP GSM End User Charge		\$1.00
		*****			\$3.00
Service Total		\$15.49	Service Total		045 40
			Service Total		\$15.49
Service Details	[70]	) 488-3563	Service Details	/674	488-3658
Silling Dates: 06/01/20 - 96/30/20			Billing Dates: 06/01/20 - 06/30/20	(47)	100.2020
Recurring Charges		Amount			
Add a User (ESP - Item)	05/20-05/31		Recurring Charges	***	Amount
Add a User (ESP - Item)	06/01-06/30	\$9.00	Add a User (ESP - Item)	05/20-05/31	\$3.49
		\$12.49	Add a User (ESP - Item)	06/01-06/30	\$9.00 \$12.49
Surcharges					416.77
E011 Service Charge			Surcharges		
LNP GSM End User Charge		\$1.00	<b>.</b>		\$2.00
		\$3.00	LNP GSM End User Charge		\$1.00
Service Total		\$15.49			\$3.00
			Service Total		\$15.49
Service Details	(671)	488-3594			
Billing Dates: 06/01/20 - 06/30/20			Service Details	(671)	488-3673
Recurring Charges		Amount	Dilling Dates: 06/01/20 - 06/20/20		
Add a User (ESP - Item)	05/20-05/31		Recurring Charges		Amount
Add a User (ESP - Item)	06/01-06/30	\$9.00		05/20-05/31	\$3.49
		\$12.49	Add a User (ESP - Item)	06/01-06/30	\$9.00
Surcharges					\$12.49
E911 Service Charge		\$2.00	Surcharges		
LIVP GSM End User Charge		\$1.00			\$2.00
_		\$3.00	LNP GSM End User Charge		\$1.00
Service Total		\$15.49			\$3.00
001 7100 10111			Service Total		\$15.49
Service Details	(671)	488-3604			
Billing Dates: 06/01/20 - 06/30/20			Service Details	(671)	488-3757
Recurring Charges		Amount	Billing Dates: 06/01/20 - 06/30/20		
Add a User (ESP - Item)	05/20-05/31		Recurring Charges		Amount
Add a User (ESP - Item)	06/01-06/30	\$9.00	Add a User (ESP - Item)	05/20-05/31	\$3.49
		\$12.49	Add a User (ESP - Item)	06/01-06/30	\$9.00
					\$12.49
Surcharges		<b>40.00</b>			
E911 Service Charge		\$2.00	Surcharges	*****************************	

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HOTEL SANTA FE \$21477 06/01/20 - 06/30/20

•.9ca			Billing Period	06/01/2	20 - 06/30/2
E911 Service Charge		\$2.00	)		
LNP GSM End User Charge		\$1.00	Surcharges		
-		\$3.90	E911 Service Charge		\$2.00
Service Total			LIMP GSM End User Charge		\$1.00
The total		\$15.46	1		\$3.00
Service Details	(67	1) 488-3813	Service fotal		\$15.49
Billing Dates: 06/01/20 - 06/30/20			Service Details	10%	
Recurring Charges		Amoun		(0)	1) 488-4041
Add a User (ESP - Hem)	05/20-05/31	\$8,44			
Add a User (ESP - Item)	06/01-06/90	\$9.00	Hecurring Charges		Amount
		\$12.49	, Add a User (ESP - Item)	05/20-05/31	\$3.49
Surcharges			Add a User (ESP - Herri)	00/80-10/80	<b>39.00</b>
E911 Service Charge		\$2.00	Unlimited Local SMS Unlimited Local SMS	05/20-05/31	\$0.00
LNP GSM End User Charge		\$1.00		06/01-06/30	\$0.00
		\$3.00	1		\$12.49
Complex Total			Selection Gos		
Service Total		\$15.46			\$2.00
			LMP GSM End User Charge		\$1.00
Service Details	(671	400-3051			\$3.00
Billing Dates: 06/01/20 - 06/30/20			Service Total		445.40
Recurring Charges		Amount			\$15.49
Add a User (ESP - Item)	05/20-05/31	\$3.49	Service Details		
Add a User (ESP - hern)	06/01-06/30	\$9.00	<b>6</b>	(671	) 486-4043
. Same or annual formation constitution	4441.6404	\$12.49			
Octobra and a		4	Recurring Charges		Amount
Surcharges			Add a User (ESP - Item)	05/20-05/31	\$3,49
E911 Service Charge LNP GSM End User Charge		\$2.00	Add a User (ESP - Item)	06/01-06/30	\$9.00
LIAF GOM ENG OSEI Chaige		\$1.00			\$12.49
		\$3.00	Surcharges		
Service Total		\$15.49	E911 Service Charge		\$2.00
			LNP GSM End User Charge		\$1.00
Service Details	(871)	460-3670	•		\$2.90
Billing Dates: 06/01/20 - 06/30/20			Service Total		***
Recurring Charges		Amount			\$15.49
Add a User (ESP - Item)	05/20-05/31		Service Details	/8741	
Add a User (ESP - Rem)	06/01-06/30		Billing Dates: 66/01/20 - 06/30/20	(0/1)	488-4173
		\$12.49			
Surcharges		• • • • • • • • • • • • • • • • • • • •	Recurring Charges		<b>Amount</b>
E911 Service Charge		***	Add a User (ECP - hem)	85/20-65/01	\$0.49
LNP GSM End User Charge		\$2.00	Add a User (ESP - Item)	06/01-06/30	\$9.00
are down and odds orange		\$1.00 \$3.00	Unlimited Local SMS	05/20-05/31	\$0.00
			Unlimited Local SMS	06/01-06/30	\$0.00
Service Total		315.49	Unlimited Nights & Weekends (ESP) Unlimited Nights & Weekends (ESP)	05/20-05/31	\$0.00
			CHARACT HANDS OF TREEMEROS (EGP)	06/01-06/30	\$0.00
Bervice Details	(671)	488-3881			\$12.49
Billing Dates: 06/01/20 - 06/30/20			Surcharges		
Recurring Charges		Amount	E911 Service Charge		\$2.00
Add a User (ESP - Item)	05/20-05/31	\$3.49	LNP GSM End User Charge		\$1.00
Add a User (ESP - Item)	06/01-06/30	\$9.00			\$3.00
			Service Total		\$15.49
Surcharges		1			
E911 Service Charge		\$2.00	Service Catalis	(671)	444-4100
LNP GSM End User Charge		\$1.00	Billing Dates: 06/01/20 - 06/30/20		
			Recurring Charges		A:
Damilaa Takal		1	Add a User (ESP - Item)	Acma Acma	Amount
Service Total		\$15.49	Add a User (ESP - Item)	05/20-05/31	\$3.49
		1	CANADA PROGRAM (PROPER ) - SPECIAL	06/01-06/30	\$9.00
Service Details	(671)	488-3889	<b></b>		\$12.49
Billing Dates: 06/01/20 - 06/30/20		}	Surshinges		
Recurring Charges		Amount	E911 Service Charge		\$2.00
Add a User (ESP - Item)	05/20-05/31	\$3.49	LNP GSM End User Charge		\$1.00
Add a User (ESP - Item)					\$3.00
AW & USET (COP - REM)	06/01-06/30	\$9.00	Service Total		***
		\$12.48	शनकः राज्यन्ति अ <b>भिन्ना</b> र		\$15.49
C O					



HOTEL SANTA FE 321477 06/01/20 - 06/30/20

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			Add a User (ESP - Item)	05/20-05/31	\$3.49
Service Details	(6/1	) 488-4193	Add a User (ESP - Item)	06/01-06/30	\$9.00
Billing Dates: 06/01/20 - 06/30/20			Unlimited Local SMS	06/20-05/31	\$0.60
Recurring Charges		Amount	Unlimited Local SMS	06/01-06/30	\$0.00
Add a User (ESP - Hours)	05/20-05/31	\$3.48	Unlimited Nights & Weekends (ESP)	05/20-05/31 06/07-06/30	\$0.00 \$0.86
Add a User (ESP - Item)	06/01-06/30	\$9.00 \$12.49	Unlimited Nights & Weekends (ESF)	OOLU 1-OOLOU	\$12.49
Constraines		<b>V</b>	Surcharges		
Surcharges		\$2.00	E911 Service Charge		\$2.00
E911 Service Charge		\$1.00	LNP GSM End User Charge		\$1.00
LNP GSM End User Charge		\$3.00			\$3.00
Service Total		\$15.49	Service Total		315.49
Service Details	(671	) 488-4287	Service Details	(671)	488-4817
Billing Dates: 06/01/20 - 06/30/20		<del>2</del>	Billing Dates: 06/01/20 - 06/30/20		
Recurring Charges		Amount	Recurring Charges		Amouni
Add a User (ESP - Item)	05/20-05/31	\$3.49	Add a User (ESP - Item)	05/20-05/31	\$3.49
Add a User (ESP - Item)	06/01-06/30	\$9.00	Add a User (ESP - Herm)	06/01-06/30	\$4.00
- com an armon farmer country		\$12.49	Unlimited Local SMS	05/20-06/31	\$0.00
			Unlimited Local SMS	06/01-06/30	\$0.00
Surcharges			Unlimited Nights & Weekends (ESP)	05/20-05/31	\$0.00
E911 Service Charge		\$2.00	1 CHANGE INGINE & TRESHEITE (CC)	06/01-06/30	\$0.00
LNP GSM End User Charge		\$1.00			\$12.49
		\$3.00	Surcharges		
Service Total		\$15.49			\$2.00
Setates total		4.0	Co. ( Colling Cimigo		\$1.00
	/674	488-4291	LNP GSM End User Charge		\$3.00
Service Details Billing Dates: 06/01/20 - 06/30/20	(0/1	1 400-4281	Service Total		\$15.49
Recurring Charges		Amount	1		*15.45
Add a User (ESP - Item)	05/20-05/31	\$3 49	Service Details	(671)	488-4988
Add a User (ESP - Item)	06/01-06/30	<b>1</b> 00.00	Billing Dates: 06/01/20 - 06/30/20		
Unlimited Local SMS	05/20-05/31	\$0.00			
Unlimited Local SMS	06/01-06/30	\$0.00	Recurring Charges		Amount
Unlimited Nights & Weekends (ESP)	05/20-05/31	\$0.00		05/20-05/31	\$3.49
Unlimited Nights & Weekends (ESP)	06/01-06/30	\$0.00	Add a User (ESP - Item)	06/01-06/30	\$9.00
, , , , , , , , , , , , , , , , , , ,		\$12.49		05/20-05/31	\$0.00
a- 8			Unlimited Local SMS	06/01-06/30	\$0.00
Eurobaryes		*0.00	Unlimited Nights & Wedkenda (ESP)	05/20-05/31	\$0.00
E911 Service Charge		\$2.00	1 Ciminos ingris a fromition (see )	06/01-06/30	\$0.00
LNP GSM End User Charge		\$1.00 \$3.00			\$12.49
Service Total		\$15.49	Surcharges E911 Service Charge		\$2.00
			LNP GSM End User Charge		\$1.00
Service Details	(671	) <b>488-434</b> 7			\$3.00
Silling Dates: 06/01/20 - 06/30/20			Service Total		\$15.49
Recurring Charges	ABMA	Amount		ر المراجع المراجع المراجع المراجع المراجع المراجع المراجع المراجع المراجع المراجع المراجع المراجع المراجع المر	100 211
Add a User (ESP - Item)	05/20-05/31	\$3.49		(671)	488-5117
Add a User (ESP - Item)	06/01-06/30	\$9.00	Date   Date		
Unlimited Local SMS	05/20-05/31	\$0.00	Carried Channes		Amount
Unlimited Local SMS	06/01-06/30	\$0,00	Add a Line (ECD Hom)	05/20-05/31	\$3.49
Unlimited Nights & Waskanda (ESP)	05/20-05/31	\$0.00	To the state of th	00'80 to 30	\$9.56
Unlimited Nights & Weekends (ESP)	06/01-06/30	\$0.00	t Intimited Local CMC	05/20-05/31	\$0.00
		\$12,49	Unlimited Local SMS	06/01-06/30	\$0.00
Surcharges			Unlimited Nights & Weekends (ESP)	05/20-05/31	\$0.00
E911 Service Charge		\$2.00		06/01-06/30	\$0.00
LNP GSM End User Charge		\$1.00		,	\$12.49
		\$3.00	Surcharges		
Service Total		\$15.49			\$2.00
			LNP GSM End Liser Charge		\$1.00
Service Details	(671	) 488-4865			\$3.00
Billing Dates: 06/01/20 - 06/30/20			Service Total		\$15.49
Recurring Charges		Amount			



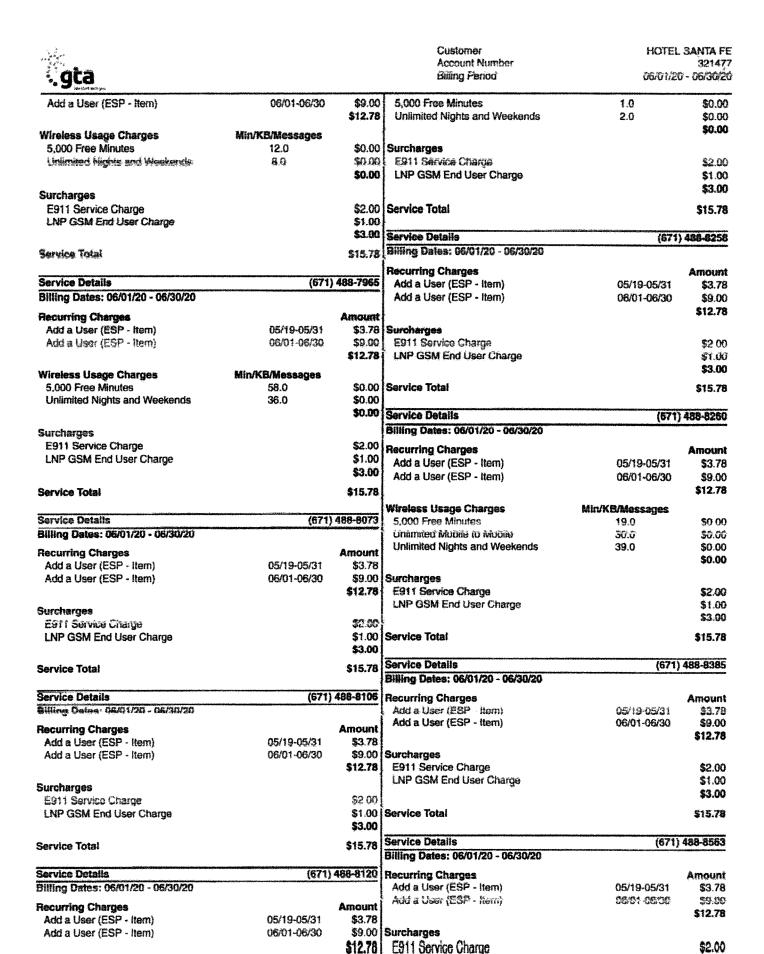
Add a User (CSP - Item)	Service Details	(671	) 488-5172			\$3.00
Add a User (ESP - Item)	Billing Dates: 06/01/20 - 06/30/20			Service Total		\$15.40
Add a Liver (ESP - Item)	Recurring Charges		Amount			•
Unfinited Local SMS		05/20-05/31	\$3.49	Service Details	(671	488-534
Unlimited Local SMS Weekends (ESP)	Add a User (ESP - Herri)	98/91-08/30	\$6.00	Silling Dates: 96/01/29 - 96/20/20		
Unarinate Oxer Service Details & Weekends (ESP)		05/20-05/31	\$0.00			
Unlimited Vegite & Weekends (ESP)   0x001-0x00   \$12.49   Unlimited Local SMS   0x501-0x00   0x500-0x00   0	Unlimited Local SMS	06/01-06/30	\$0.00	1	AFTO AT 10.	Amoun
Unlamined Long SMS	Unlimited Nights & Weekends (ESP)	05/20-05/31	\$0.00	•		\$3.49
Unlimited Local SMS	Unlimited Nights & Weekends (ESP)	06/01-06/30	\$0,00			\$9.00
Description   Service Total	•		\$12.49			\$0.00
E311 Service Charge						\$0.00
Sample   S			#n na			\$0.00
Sarvice Total   Since   Sinc	· · · · · · · · · · · · · · · · · · ·		• .	i arministration and arministration (man)	06/01-06/30	\$0.00
Service Total   S16.49	UNP GSM End User Charge		-	£		\$12.49
LNP GSM End User Charge   LNP GSM End User Charge			33.00	Surcharges		
LNP GSM End User Charge	Service Total		\$15.49	E911 Service Charge		\$2.00
Service Total   Service Total				F		\$1.00
Service Total   Service Total	ervice Details	(671	488-5199			\$3.00
Add a User (ESP - Item) 05/20-05/31 \$3.49 Service Details (671) 4 Service Deta	The state of the s			j Pamina Tatai		•
Add a User (ESP - Item)	•		Amount	gervice togs		\$15.49
Add a User (ESP - Item) O601 -06/30 \$9.00 Unfinited Local SMS O620-05/31 \$0.00 Unfinited Local SMS O601 -06/30 \$0.00 Unfinited Nights & Weekends (ESP) O5/20-05/31 \$0.00 S12.49 Unfinited Nights & Weekends (ESP) O601 -06/30 \$0.00 S12.49 Unfinited Local SMS O500 -06/30 Unfinited Local SMS O500 -06/30 Unfinited Local SMS O500 -06/30 Unfinited Local SMS O500 -06/30 Unfinited Local SMS O500 -06/30 Unfinited Local SMS O500 -06/30 Unfinited Local SMS O500 -06/30 Unfinited Local SMS O500 -06/30 Unfinited Local SMS O500 -06/30 Unfinited Local SMS O500 -06/30 Unfinited Local SMS O500 -06/30 Unfinited Local SMS O500 -06/30 Unfinited Local SMS O500 -06/30 Unfinited Local SMS O500 -06/30 Unfinited Local SMS O500 -06/30 Unfinited Local SMS O500 -06/30 Unfinited Nights & Weekends (ESP) O6/01 -06/30 Unfinited Local SMS O500 -06/31 Unfinited Local SMS O500 -06/31 Unfinited Local SMS O500 -06/31 Unfinited Local SMS O500 -06/31 Unfinited Nights & Weekends (ESP) O6/01 -06/30 Surcharges Unfinited Local SMS O500 -06/31 Surcharges Unfinited Local SMS O500 -06/31 Surcharges Unfinited Local SMS O500 -06/31 Surcharges Unfinited Local SMS O500 -06/31 Surcharges Unfinited Local SMS O500 -06/31 Surcharges Unfinited Local SMS O500 -06/31 Surcharges Unfinited Local SMS O500 -06/31 Surcharges Unfinited Local SMS O500 -06/31 Surcharges Unfinited Local SMS O500 -06/31 Surcharges Unfinited Local SMS O500 -06/31 Surcharges Unfinited Local SMS O500 -06/31 Surcharges Unfinited Local SMS O500 -06/31 Surcharges Unfinited Local SMS O500 -06/31 Surcharges Unfinited Local SMS O500 -06/31 Surcharges Unfinited Local SMS O500 -06/31 Surcharges Unfinited Local SMS O500 -06/31 Surcharges Unfinited Local SMS O500 -06/31 Surcharges Unfinited Local SMS O500 -06/31 Surcharges Unfinited Local SMS O500 -06/31 Surcharges Unfinited Local SMS O601 -06/30 Surcharges Unfinited Local SMS O601 -06/30 Surcharges Unfinited Local SMS O601 -06/30 Surcharges Unfinited Local SMS O601 -06/30 Surcharges Unfinited Local SMS O601 -06/30 Surcharges Unfinited Local SMS O601 -06/30 Su		ncmn.nem		Service Detaile	1 <del>4.4</del> 4.	480.E4~
Unfamited Local SMS		•	2 :		(071)	10000403
Unlimited Local SMS			•	Dilling Dises: 00/01/20 - 00/30/20		
Unlimited Nights & Weekends (ESP)				Recurring Charges		Amount
Unlimited Nights & Weekends (ESP)					05/20-05/31	\$3.49
Strick   S			• • • • •	Add a User (ESP - Item)	06/01-06/30	\$9.00
Description   Service Charge   Service Total	Unimitied Nights & Weekends (ESP)	00/01-00/30			05/20-05/31	\$0.00
Unlimited Nights & Weekends (ESP)   08/20-05/31   08/01-06/30   08/01-			\$12.49	Unlimited Local SMS		\$0.00
Service Total	Surcharges			Unlimited Nights & Weekends (ESP)	05/20-05/31	\$0.00
Service Total   \$15.49	E911 Service Charge		\$2.00	Unlimited Nights & Weekends (ESP)	06/01-06/30	\$0.00
Service Total   \$15.48   E911 Service Charge   LNP GSM End User Charge   LNP GSM End User Charge   LNP GSM End User Charge   Service Total	LNP GSM End User Charge		\$1.00	. ,		\$12.49
Service Total   \$15.49   E911 Service Charge   LNP GSM End User Char			\$3.00	Constants		
Company   Comp	Camrios Total		\$15.20	•		\$ #3 F1F
Service Details   (671) 488-5243   Service Total	ADITION TOWN		410.70			\$2.00 \$1.00
Service   Details   Serv	Paridra Patrila	1871	1488.6243	Livi Con Line Osor Charge		\$3.00
Add a User (ESP - Item)			, 100 0210	Complete Total		
Add a User (ESP - Item)	<del>"</del>			Service lotal		\$15.49
Add a User (ESP - Item) Unlimited Local SMS Unlimited Nights & Weekends (ESP) Unlimited Nights & Weekends (ESP) Unlimited Nights & Weekends (ESP) Unlimited Nights & Weekends (ESP) Unlimited Nights & Weekends (ESP) Unlimited Nights & Weekends (ESP) Unlimited Nights & Weekends (ESP) Unlimited Nights & Weekends (ESP) Unlimited Nights & Weekends (ESP) Unlimited Nights & Weekends (ESP) Unlimited Local SMS Unlimited Local SMS Unlimited Local SMS Unlimited Nights & Weekends (ESP) Unlimited Local SMS Unlimited Local SMS Unlimited Local SMS Unlimited Local SMS Unlimited Local SMS Unlimited Local SMS Unlimited Local SMS Unlimited Local SMS Unlimited Nights & Weekends (ESP) Unlimited Nigh					7. 7.	
Unlimited Local SMS 05/20-05/31 \$0.00 Unlimited Local SMS 06/01-06/30 \$0.00 Unlimited Nights & Weekends (ESP) 05/20-05/31 \$0.00 Unlimited Nights & Weekends (ESP) 05/20-05/31 \$0.00 S12.48 Surcharges E911 Service Charge \$2.00 Unlimited Nights & Weekends (ESP) \$3.00 S12.48 Surcharges E911 Service Charge \$3.00 S12.48 Surcharges \$3.00 Service Total \$15.49 Service Total \$15.49 Service Details (671) 488-8295 Service Details (671) 488-8295 Service Total Service Serv	,,			I	(671)	450-5500
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Unlimited Nights & Weekends (ESP) 05/20-05/31 \$0.00				Recurring Charges		Amount
Unlimited Nights & Weekends (ESP)					05/19-05/31	\$3.78
Surcharges   Sur						\$9.00
Surcharges   Sur	Unlimited Nights & Weekends (ESP)	06/01-06/30		rabb book (Edi Rolly	00/01/00/00	\$12.78
E911 Service Charge \$1.00 LNP GSM End User Charge \$1.00 Service Total \$15.49 Service Details (671) 458-5295 Service Details (671) 458-5295 Service Details (671) 458-5295 Service Details (671) 458-5295 Service Details (671) 458-5295 Service Details (671) 458-5295 Service Total Service Details (671) 458-5295 Service Total Service Details (671) 458-5295 Service Total Service Details (671) 458-5295 Service Total Service Details (671) 458-5295 Service Total Service Details (671) 458-5295 Service Total Service Details (671) 458-5295 Service Total Service Details (671) 458-5295 Service Total Service Details (671) 458-5295 Service Total Service Details (671) 458-5295 Service Total Service Details (671) 458-5295 Service Total Service Details (671) 458-5295 Service Details (671) 458-5295 Service Details (671) 458-5295 Service Details (671) 458-5295 Service Details (671) 458-5295 Service Details (671) 458-5295 Service Details (671) 458-5295 Service Details (671) 458-5295 Service Details (671) 458-5295 Service Details (671) 458-5295 Service Details (671) 458-5295 Service Total Service Details (67			\$12.40			
LNP GSM End User Charge  \$1.00 \$3.00 Service Total  \$15.49 Service Details  \$671) 458-5295 Service Total  Service Details  \$671) 458-5295 Service Total  \$15.49 Service Details  \$671) 458-5295 Service Total  \$15.49 Service Details  \$15.49 Service Total						** **
Service Total   Service Tota	E911 Service Charge		-	•		\$2.00 \$1.00
Service Total   \$15.49     Service Total   Service Total     Service Total   Ser	LNP GSM End User Charge		\$1.00	THE GOIN THE GOE! CHEINE		\$3.00
Service Total   \$15.49			\$3.00			\$3.00
### Service Details (671) 408-0299  #### Recurring Charges	Service Total		\$15.49	Service Total		\$15.78
Service Details			عوف فينيس وروس	Recuire Dataile	(274)	409 RG77
Recurring Charges		(871)	) 488-5295		(0.1)	
Add a User (ESP - Item) 05/20-05/31 \$3.49 Add a User (ESP - Item) 05/01-06/30 \$3.49 Add a User (ESP - Item) 06/01-06/30 \$0.00 Unlimited Local SMS 05/20-05/31 \$0.00 Unlimited Local SMS 06/01-06/30 \$0.00 Unlimited Nights & Weekends (ESP) 05/20-05/31 \$0.00 Unlimited Nights & Weekends (ESP) 05/20-05/31 \$0.00 Unlimited Nights & Weekends (ESP) 05/20-05/31 \$0.00 Unlimited Nights & Weekends (ESP) 05/20-05/31 \$0.00 Unlimited Nights & Weekends (ESP) 05/20-05/31 \$0.00 Surcharges  Egy - Item) 05/19-05/31 Add a User (ESP - Item) 06/01-06/30  Surcharges  Eyrice Total	Miling Dates: 06/01/25 - 96/20/29					
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Add a User (ESP - Item) 06/01-06/30 \$9.00 Unlimited Local SMS 05/20-05/31 \$0.00 Surcharges Unlimited Local SMS 06/01-06/30 \$0.00 Surcharges Unlimited Nights & Weekends (ESP) 05/20-05/31 \$0.00 Unlimited Nights & Weekends (ESP) 06/01-06/30 \$0.00 Surcharges Unlimited Nights & Weekends (ESP) 06/01-06/30 \$0.00 Surcharges Unlimited Nights & Weekends (ESP) 06/01-06/30 \$0.00 Surcharges Unlimited Nights & Weekends (ESP) 06/01-06/30 \$0.00 Surcharges Unlimited Nights & Weekends (ESP) 06/01-06/30 \$0.00 Surcharges Unlimited Nights & Weekends (ESP) 06/01-06/30 \$0.00 Surcharges Unlimited Nights & Weekends (ESP) 06/01-06/30 \$0.00 Surcharges Unlimited Nights & Weekends (ESP) 06/01-06/30 \$0.00 Surcharges Unlimited Nights & Weekends (ESP) 06/01-06/30 \$0.00 Surcharges Unlimited Nights & Weekends (ESP) 06/01-06/30 \$0.00 Surcharges Unlimited Nights & Weekends (ESP) 06/01-06/30 \$0.00 Surcharges Unlimited Nights & Weekends (ESP) 06/01-06/30 \$0.00 Surcharges Unlimited Nights & Weekends (ESP) 06/01-06/30 \$0.00 Surcharges Unlimited Nights & Weekends (ESP) 06/01-06/30 \$0.00 Surcharges	~ -	05/20-05/31	\$3.49			\$3.78
Unlimited Local SMS 05/20-05/31 \$0.00 Surcharges Unlimited Nights & Weekends (ESP) 05/20-05/31 \$0.00 Surcharges Unlimited Nights & Weekends (ESP) 05/20-05/31 \$0.00 Surcharges Unlimited Nights & Weekends (ESP) 05/01-06/30 \$0.00 Size Charge Unlimited Nights & Weekends (ESP) 05/01-06/30 \$12.49  Surcharges  Service Total	• ,	06/01-06/30	\$9.00	Add a User (ESP - Item)	06/01-06/30	\$9.00
Unlimited Nights & Weekends (ESP) 05/20-05/31 \$0.00 E911 Service Charge Unlimited Nights & Weekends (ESP) 06/01-06/30 \$0.00 LNP GSM End User Charge \$12.49  Furcharges  Service Total	The state of the s	05/20-05/31				\$12.78
Unlimited Nights & Weekends (ESP) 05/20-05/31 \$0.00 E911 Service Charge Unlimited Nights & Weekends (ESP) 06/01-06/30 \$0.00 \$12.49  Furcharges  Service Total	Unlimited Local SMS	06/01-06/30	\$0.00	Surcharges		
Untimited Nights & Weekends (ESP) 06/01-06/30 \$0.00 LNP GSM End User Charge \$12.49 Surcharges				the state of the s		\$2 00
\$12.49 Surcharges Service Total				· ~		\$1.00
AA 49 }						\$3.00
AA 43 L	Surcharges			Service Total		\$15.76
			\$2.00	क्रार १ जिला जिल्हार		A 1241 A
	E911 Service Charge					w
LNP GSM End User Charge \$1.00 Service Details (671) 4	MAL COM CITY COM CHAILE		<b>41.00</b>	Service Details	(671)	488-6827

For Customer Information, please call 644-4482, contact us at ask@gta.net, or visit us at www.gta.net



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Billing Dates: 06/01/20 - 06/30/20			Recurring Charges		Amount
Recurring Charges		Amount		05/19-05/31	\$3.78
Add a User (ESP - Item)	05/19-05/31	\$3.78	Add a User (ESP - Item)	06/01-06/30	\$9.00
Add a User (ESP - Item)	06/01-06/30	\$9.00			\$12.78
		\$12.76	Wireless Usage Charges	Min/Kis/Messages	
Wireless Usage Charges	Min/KB/Messages		5,000 Free Minutes	13.0	\$0.00
	3.0	\$0.00	7.	10.0	\$0.00
5,000 Free Minutes Unlimited Local SMS	1	\$0.00			\$0.00
Unlimited Local Sivis Unlimited Mobile to Mobile	17.0	\$0.00			*
Unlimited Nights and Weekends	35.0	\$0.00	Surcharges		** **
Chiminist rigina and recommon	40.0	\$0.00	Eat 1 Setvice Charge		\$2.00
			LNF GSM End Usan Charge		\$1.00
Surcharges					\$3.00
E911 Service Charge		\$2.00	Service Total		\$15.78
LNP GSM End User Charge		\$1.00			
		\$3.00	Service Details	(671)	488-6970
Service Total		\$15.78		***************************************	***
					*****
Service Details	(671)	488-6831	Recurring Charges	05/19-05/31	Amount
Billing Dates: 06/01/20 - 06/30/20			Add a User (ESP - Item)		\$3.78
~		B *	Add a User (ESP - Item)	06/01-06/30	\$9.00 \$12.78
Recurring Charges	APIA APIA	Amount \$3.78			41Z./0
Add a User (ESP - Item)	05/19-05/31	\$3.78 \$9.00	Surcharges		
Add a User (ESP - Item)	06/01-06/30		E911 Service Charge		\$2.00
		\$12.78	LNP GSM End User Charge		\$1.00
Wireless Usage Charges	Min/KB/Messages	4			\$3.00
5,000 Free Minutes	40.0	\$0.00	Service Total		\$15.78
Unlimited Nights and Weekends	25.0	\$0.00			*
•		\$0.00	Service Details	/671\	488-7078
Surcharges			Billing Dates: 06/01/20 - 06/30/20		400-1010
E911 Service Charge		\$2.00	Bring Dales: 00/01/20 - 00/30/20		
UNP GSM End User Chame		\$1.00	Recurring Charges		Amount
Section of the control of the contro		\$3.00	Add a User (ESP - Item)	05/19-05/31	\$3.78
			Add a User (ESP - Item)	06/01-06/30	\$9.00
Service Total		\$15.78			\$12.78
	7.65.4		Wireless Usage Charges	Min/KB/Messages	
Service Details	(6/1	488-6842	5,000 Free Minutes	7.0	\$0.00
Billing Dates: 06/01/20 - 06/30/20			Unlimited Mobile to Mobile	4.0	\$0.00
Recurring Charges		Amount	Unlimited Nights and Weekends	4.0	\$0.00
Add a User (ESP - Item)	05/19-05/31	\$3.78			\$0.00
Add a User (ESP - Item)	06/01-06/30	\$9.00	Surcharges		
•		\$12.78	E911 Service Charge		\$2.00
Dahaanaa			LNP GSM End User Charge		\$1.00
Surcharges		\$2.00	•		\$3.00
E911 Service Charge			1		
LNP GSM End User Charge		\$1.00 \$1.00 \$3.00	Carvina Total		\$15.78
LNP GSM End User Charge		\$1.00 \$3.00	Service Total		\$15.78
LNP GSM End User Charge		\$1.00 \$3.00	Service Total Service Details	(671)	
LNP GSM End User Charge Service Total		\$1.00 \$0.00 \$15.78	Service Total	(671)	\$15.78
LNP GSM End User Charge  Service Total  Service Details	(671	\$1.00 \$3.00	Service Total Service Details Billing Dates: 06/01/20 - 06/30/20	(671)	\$15.78
LNP GSM End User Charge  Service Total  Service Details	(671	\$1.00 \$0.00 \$15.78	Service Total  Service Details  Billing Dates: 06/01/20 - 06/30/20  Recurring Charges	(671) 05/19-05/31	\$15.78 488-7389
LNP GSM End User Charge Service Total Service Details Billing Dates: 06/01/20 - 06/30/20	(671	\$1.00 \$0.00 \$15.78	Service Total  Service Details  Billing Dates: 06/01/20 - 06/30/20  Recurring Charges  Add a User (ESP - Item)	<del></del>	\$15.78 488-7389 Amount
LNP GSM End User Charge  Service Total  Service Details  Billing Dates: 06/01/20 - 06/30/20  Recurring Charges	( <b>671</b> (671-05/31	\$1.00 \$3.00 \$15.78 ) 488-6871	Service Total  Service Details  Billing Dates: 06/01/20 - 06/30/20  Recurring Charges  Add a User (ESP - Item)  Add a User (ESP - Item)	05/19-05/31	\$15.78 488-7389 Amount \$3.78
Service Total  Service Details  Billing Dates: 06/01/20 - 06/30/20  Recurring Charges  Add a User (ESP - item)		\$1.00 \$3.90 \$15.78 ) 488-6871 Amount	Service Total  Service Details Billing Dates: 06/01/20 - 06/30/20  Recurring Charges Add a User (ESP - Item) Add a User (ESP - Item)	05/19-05/31	\$15.78 488-7389 Amount \$3.78 \$9.00
LNP GSM End User Charge  Service Total  Service Details  Billing Dates: 06/01/20 - 06/30/20  Recurring Charges	05/19-05/31	\$1.00 \$3.50 \$15.78 ) 488-6871 Amount \$3.78	Service Total  Service Details Billing Dates: 06/01/20 - 06/30/20  Recurring Charges  Add a User (ESP - Item)  Add a User (ESP - Item)	05/19-05/31	\$15.78 488-7389 Amount \$3.78 \$9.00 \$12.78
Service Total  Service Details Billing Dates: 06/01/20 - 06/30/20  Recurring Charges Add a User (ESP - Item) Add a User (ESP - Item)	05/19-05/31	\$1.00 \$3.50 \$15.78 ) 488-6871 Amount \$3.78 \$9.00	Service Total  Service Details  Billing Dates: 06/01/20 - 06/30/20  Recurring Charges  Add a User (ESP - Item)  Add a User (ESP - Item)  Surcharges  E911 Service Charge	05/19-05/31	\$15.78 488-7389 Amount \$3.78 \$9.00 \$12.74 \$2.00
Service Total  Service Details  Billing Dates: 06/01/20 - 06/30/20  Recurring Charges  Add a User (ESP - Item)  Add a User (ESP - Item)	05/19-05/31	\$1.00 \$3.20 \$15.78 ) 488-6871 Amount \$3.78 \$9.00 \$12.78	Service Total  Service Details  Billing Dates: 06/01/20 - 06/30/20  Recurring Charges  Add a User (ESP - Item)  Add a User (ESP - Item)  Surcharges  E911 Service Charge  LNP GSM End User Charge	05/19-05/31	\$15.78 488-7389 Amount \$3.78 \$9.00 \$12.78 \$2.00 \$1.00
Service Total  Service Details  Billing Dates: 06/01/20 - 06/30/20  Recurring Charges Add a User (ESP - Item) Add a User (ESP - Item)  Surcharges E911 Service Charge	05/19-05/31	\$1.00 \$3.50 \$15.78 ) 488-6871 Amount \$3.78 \$9.00 \$12.78	Service Total  Service Details  Billing Dates: 06/01/20 - 06/30/20  Recurring Charges  Add a User (ESP - Item)  Add a User (ESP - Item)  Surcharges  E911 Service Charge  LNP GSM End User Charge	05/19-05/31	\$15.78 488-7389 Amount \$3.78 \$9.00 \$12.74 \$2.00
Service Total  Service Details  Billing Dates: 06/01/20 - 06/30/20  Recurring Charges  Add a User (ESP - item)  Add a User (ESP - item)	05/19-05/31	\$1.00 \$3.50 \$15.78 ) 488-6871 Amount 33.78 \$9.00 \$12.78	Service Total  Service Details  Billing Dates: 06/01/20 - 06/30/20  Recurring Charges  Add a User (ESP - Item)  Add a User (ESP - Item)  Surcharges  E911 Service Charge  LNP GSM End User Charge	05/19-05/31	\$15.78 488-7389 Amount \$3.78 \$9.00 \$12.78 \$2.00 \$1.00
ENP GSM End User Charge  Service Total  Service Details  Billing Dates: 06/01/20 - 06/30/20  Recurring Charges Add a User (ESP - item) Add a User (ESP - item)  Surcharges  E911 Service Charge	05/19-05/31	\$1.00 \$3.50 \$15.78 ) 488-6871 Amount \$3.78 \$9.00 \$12.78	Service Total  Service Details  Billing Dates: 06/01/20 - 06/30/20  Recurring Charges  Add a User (ESP - Item)  Add a User (ESP - Item)  Surcharges  E911 Service Charge  LNP GSM End User Charge	05/19-05/31	\$15.78 488-7389 Amount \$3.78 \$9.00 \$12.78 \$2.00 \$1.00 \$3.00
ENP GSM End User Charge  Service Total  Service Details  Silling Dates: 06/01/20 - 06/30/20  Recurring Charges Add a User (ESP - item) Add a User (ESP - item)  Surcharges  E911 Service Charge  LNP GSM End User Charge	05/19-05/31	\$1.00 \$3.50 \$15.78 ) 488-6871 Amount \$3.73 \$9.00 \$12.78 \$2.00 \$1.00 \$3.00	Service Total  Service Details Billing Dates: 06/01/20 - 06/30/20  Recurring Charges Add a User (ESP - Item) Add a User (ESP - Item)  Surcharges E911 Service Charge LNP GSM End User Charge  Service Total	05/19-05/31 06/01-06/30	\$15.78  488-7389  Amount \$3.78 \$9.00 \$12.78  \$2.00 \$1.00 \$3.00 \$15.78
ENP GSM End User Charge  Service Total  Service Details  Silling Dates: 06/01/20 - 06/30/20  Recurring Charges Add a User (ESP - item) Add a User (ESP - item)  Surcharges  E911 Service Charge  LNP GSM End User Charge	05/19-05/31	\$1.00 \$3.50 \$15.78 ) 488-6871 Amount \$3.73 \$9.00 \$12.78 \$2.00 \$1.00 \$3.00	Service Total  Service Details Billing Dates: 06/01/20 - 06/30/20  Recurring Charges Add a User (ESP - Item) Add a User (ESP - Item)  Surcharges E911 Service Charge LNP GSM End User Charge  Service Total  Service Details	05/19-05/31 06/01-06/30	\$15.78 488-7389 Amount \$3.78 \$9.00 \$12.78 \$2.00 \$1.00 \$3.00
Service Total  Service Details  Billing Dates: 06/01/20 - 06/30/20  Recurring Charges Add a User (ESP - item) Add a User (ESP - item)  Surcharges E911 Service Charge LNP GSM End User Charge	₩5/19-05/31 06/01-06/30	\$1.00 \$3.50 \$15.78 ) 488-6871 Amount 30.73 \$9.00 \$12.78 \$2.00 \$1.00 \$3.00 \$15.78	Service Total  Service Details Billing Dates: 06/01/20 - 06/30/20  Recurring Charges Add a User (ESP - Item) Add a User (ESP - Item)  Surcharges E911 Service Charge LNP GSM End User Charge  Service Total  Service Details Billing Dates: 06/01/20 - 06/30/20	05/19-05/31 06/01-06/30	\$15.78  488-7389  Amount \$3.78 \$9.00 \$12.74  \$2.00 \$1.00 \$3.00 \$15.78
Service Total  Service Details  Billing Dates: 06/01/20 - 06/30/20  Recurring Charges Add a User (ESP - Item) Add a User (ESP - Item)  Surcharges E911 Service Charge	₩5/19-05/31 06/01-06/30	\$1.00 \$3.50 \$15.78 ) 488-6871 Amount \$3.73 \$9.00 \$12.78 \$2.00 \$1.00 \$3.00	Service Total  Service Details Billing Dates: 06/01/20 - 06/30/20  Recurring Charges Add a User (ESP - Item) Add a User (ESP - Item)  Surcharges E911 Service Charge LNP GSM End User Charge  Service Total  Service Details Billing Dates: 06/01/20 - 06/30/20	05/19-05/31 06/01-06/30	\$15.78  488-7389  Amount \$3.78 \$9.00 \$12.78  \$2.00 \$1.00 \$3.00 \$15.78

For Customer Information, please call 644-4482, contact us at ask@gta net, or visit us at www.gta net



For Customer Information, please call 644-4482, duritablius at ask agta net, or visit us at www.gta.net

LNP GSM End User Charge

\$1.00

Min/KB/Messages

Wireless Usage Charges



Service Details	(671)	488-3039	Service Total		\$15.49
Billing Dates: 06/01/20 - 06/30/20				- remail	
locurring Charges		Amount	Service Details	(0/1)	488-3202
Add a User (ESP - Item)	05/20-05/31		Billing Dates: 06/01/20 - 06/30/20		
Add a User (ESP - IDENT)	06/01-06/30	\$9.90	Recurring Charges		Amount
		\$12.49	Add a User (ESP - Item)	05/20-05/31	\$3.49
urcharges			Add a User (ESP - Item)	06/01-06/30	\$9.00
erchenges E911 Service Charge		\$2.00	•		\$12.49
LMP GSM End User Charge		\$1.00			
EAF COM EIG COO TIMES		\$3.60	Surcharges		\$2.00
		£15.40	E911 Service Charge		\$1.00
arvice Total		\$350.TU	TW. FOW THE DOOL SHOULD		\$3.00
	(871)	488-3041	According Water		\$15.49
ervice Datella Illing Dates: 06/01/20 - 06/30/20	(4.1)		Service Total		<b>₩19434</b>
<del></del>		4 mount	Service Details	(671)	488-3219
lecurring Charges	05/20-05/31	\$3.49	Billing Dates: 06/01/20 - 06/30/20		
Add a User (ESP - Item)	06/01:96/30	99.00			
Add & User (ESP - Herri)	MO SOR 1 CHOW	\$12.49	Recurring Charges		Acrocani
		410144	Add a User (ESP - IDEM)	05/20-05/31	\$3.49
Surcharges			Add a User (ESP Item)	06/01-06/30	\$9.00
E911 Service Charge		\$2.00			\$12.49
LNP GSM End User Charge		\$1.00	Surcharges/		
		\$3.00	E911 Service Charge		\$2.00
		\$15.49	LNP QSM End User Charge		\$1.00
iervico Total		,			\$3.00
Service Details	(671	488-3058	Sérvice Total		\$15.49
3illing Dates: 06/01/20 - 06/30/20		/	(		
lecurring Charges	•	Amount	Service Details	(671)	488-322
Add a User (ESP - Item)	09(20-05/31		Billing Detes: 06/01/20 - 06/30/20		
Add a User (ESP - Item)	06/01-06/30	\$9.00			Amoun
Thou is book (200	`,	\$12.40	•	05/20-05/31	\$3.49
	•		Add a User (ESP - Item)	06/01-06/30	\$9.00
Surcharges		\$2.00	Add a User (ESP - Item)	00011000	\$12.49
E911 Service Charge		\$2.00 \$1.00	1		4,4
LNP GSM End User Charge		\$3.00	i Crarchamae		
		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	E911 Service Charge		\$2.0
Service Total		\$15.49	LNP GSM End User Charge		\$1.00
-					\$3.00
Service Details	(671	) 488-1070	Service Total		\$15.49
Billing Dates: 05/01/20 - 06/30/20		A.	Condes Details	(671	) 488-3237
Recurring Charges	05/20-05/31		Service Details Billing Detec: 06/01/20 - 06/30/20	(4)	,
Add a User (ESP - Item) .	06/01-06/30	\$9.00			
Add a User (ESP - Item)	00/07/100/30	\$12,49	Recurring Charges	د العامل الدولور <u>بالدولور</u>	Amoun
		# · #****	VOG D FOOL (F.25 SEEL)	06/20-05/31	\$7.4 <b>\$</b> 9.0
Surcharges		4	Add a User (ESP - Item)	06/01-06/30	
E911 Service Charge		\$2.00	1		\$12.4
LNP GSM End User Charge		\$1.00	I SHECORPORE		
		\$3.00	E911 Service Charge		\$2.0
Service Total		\$15.49			\$1.0
					\$3.0
Service Details	(671	) 488-3196	Service Total		\$15.4
Billing Dates: 06/01/20 - 06/30/20		_		1874	) 488-331
Recurring Charges			Service Details	ן /טן	, 700-001
Add a User (ESP - Item)	05/20-05/31	\$3.49			
Add a User (ESP - Item)	06/01-06/30	\$9.00	Harverich Charoes		Amour
		\$12,49	Add a User (ESP - Item)	05/20-05/31	\$3.4
*:			Add a User (ESP - (tem)	<b></b> 06/01-06/30	\$9.0
Surcharges		\$2.00			\$12.4
E911 Service Charge		\$1.00	n)		
LNP GSM End User Charge		\$3.0			• .
		33.0	E911 Service Charge		\$2.0
					\$1.0

For Customer Information, please call 644-4482, content us at ask@gta.net, or visit us at www.gta.net



Customer Account Number Billing Period

HOTEL SANTA FE 321477 06/01/20 - 06/30/20

が ( ) できます ( ) ppc				00/01/2	cu - varsurzi
Wireless Usage Charges	Min/KB/Messages		Billing Dates: 06/01/20 - 06/30/20		rint Bakib da iya aran da ayan da ayan da
5,000 Free Minutes	3.0		Recurring Charges		
Unlimited Nights and Weekends	2.0	\$0.0		***	Amount
386		\$0.0	Add a Lines (COD - Helli)	05/20-05/31	4
		40.01	Add a User (ESP - Item)	06/01-06/30	\$9.00
Surcharges					\$12.48
E911 Service Charge		\$2.00	Surcharges		
LNP GSM End User Charge		\$1.00			
-		\$3.00	1		\$2.00
		40.00	LNP GSM End User Charge		\$1.00
Service Total		\$15.78			\$3.00
			Service Total		
Cervice Details	Notice Control of the	11 AME AMOR			\$15.49
Billing Dates: 06/01/20 - 06/30/20	्राजा	1) 488-1836	1		
Julia Dates. 00/01/20 - 00/30/20			Service Details	(671	) 488-2853
Recurring Charges		Amouni	Billing Dates: 06/01/20 - 06/30/20	·	
Add a User (ESP - Item)	05/20-05/31	\$3.49	1		
Add a User (ESP - Item)	06/01-06/30	\$9.00			Amount
3,000	00017000		The second secon	06/20-05/31	\$3.49
R		\$12.49	Add a User (ESP - Item)	06/01-06/30	\$9.00
Surcharges			§.		\$12.49
E911 Service Charge		\$2.00	Surcharges		
LNP GSM End User Charge		\$1.00			
			£		\$2.00
		\$3.00	LNP GSM End User Charge		\$1.00
Service Total		\$15.49			\$3.00
		A LANGO	Service Total		90.00
Service Details			Delaice lotal		\$15.49
	(671)	) 488-2156			
Billing Dates: 06/01/20 - 06/30/20			Service Details	(671)	488-2855
Recurring Charges		A	Billing Dates: 06/01/20 - 06/30/20		7 100 2000
Add a User (ESP - Item)	05/00 05/04	Amount			
Add a User (ESP - Item)	05/20-05/31		Recurring Charges		Amount
Add & USEI (COF - IVEIT)	06/01-06/30	\$9.00	Add a User (ESP - Item)	05/20-05/31	\$3.49
		\$12.49	Add a User (ESP - Item)	06/01-06/30	\$9.00
Suitherges			,		\$12.49
E911 Service Charge		***			312.49
			Surcharges		
LNP GSM End User Charge		\$1.00	E911 Service Charge		\$2.00
		\$3.00	LNP GSM End User Charge		\$1.00
Service Total		645.40			
man a remark a market		\$15.49			\$3.00
			Service Total		\$15.49
Service Details	(671)	488-2286	and the second of the second o		
Buling Dates: 06/01/20 - 06/30/20		BAC OR SHOWING THE REAL PROPERTY OF	Service Details	22722	486-2674
Recurring Charges			Billing Dates: 06/01/20 - 06/30/20	(VI 3)	400-2014
		Amount			
Add a User (ESP - Item)	05/20-05/31	\$3.49	Recurring Charges		Amount
Add a User (ESP - Item)	06/01-06/30	\$9.00	Add a User (ESP - Item)	05/20-05/31	
		\$12.49		06/01-06/30	<b>\$</b> 3.49
Surcharges			(	US/01-00/30	\$9.00
Stronerges Eart Service Charge		- 1			\$12.49
LNP GSM End User Charge			Surcharges		
LINE GOW ENG USER Charge		\$1.00	E911 Service Charge		\$2.00
		\$3.00	LNP GSM End User Charge		
Service Total					\$1 00
out the Total		\$15.49			\$3.00
		Ť	Service Total		\$15.49
Service Details	(671)	488-2645			de since and
3111ing Detes: 06/01/20 - 06/30/20			Service Details		****
		£.		(671)	488-2921
Recurring Charges		Amount	Billing Dates: 06/01/20 - 06/30/20		
Add a User (ESP - Item)	05/20-05/31	\$3.49	Recurring Charges		
Add a User (ESP - Item)	06/01-06/30	\$9.00	Add a User (ESP - Item)	nema acmi	Amount
		\$12.49	Add a User (ESP - Item)	05/20-05/31	\$3.49
trembarena			at manus fermes statisti	06/01-06/30	\$9.00
urcharges		1			\$12.49
E911 Service Charge		32.00	Surcharges		
LNP GSM End User Charge		\$1.00	E911 Service Charge		
<del>-</del>		\$3.00	LNP GSM End User Charge		\$2.00
omeloo Total			man man can user unarge		\$1.00
ervice Total		\$15.49			\$3.00
		1	Service Total		
ervice Details		manuscration F	रचार सर्वाभित् के भ <b>ित्राहर</b> के		\$15.49
	(5/1) 4	188-2691			

A

# TAMUNING

# RETURNS WITHIN 30 DAYS WITH RECEIPT

Flui 7217922888		
Phil COFFEE DIGITAL	CO 25	3
MR COFFEE DIGITAL Plux 7217922888	CO 29.	99
MR COFFEE DIGITAL	£0 29,5	<del>)</del> 4
Plu# 7217922888 MR COFFEE DIGITAL	CO 20.5	19
Total TOTAL TAX	119.9	
BALANCE <b>DUE</b>	119.0	
CHANGE	0.0	4
Total number of	items sold = 4	(10)

CASHIER NAME: JULIET CO012 #3150 10:18:46 22MAY2020 500005 R007

Store Hours Monday - Sunday 7AM - 12AM

LIFM PRICE EXI CHASE DISIN SPHAY 4.99 299 40 60 ] .Balance Due CREDIT . CHANGE 0.00 #5-16 VANGER 16:33:28 #59

# 

Please, keen the receipt Returns and Exchange will be accepted with Originial Receipt only in 3 days. Perishable items cannot be returned or exchanged after 24 hours. Think you for shopping. U AIN MARKET

HEM CHASE OF THE TIME. CHACLE HOLLE JAM 3 CHAST OFFILE THE 25-4 E . Balance Die CASH . CHANGE 05/17 Please, keep the recent Returns and Follows that he accepted

with Original Berrin and an area

Perishably items ration

exchanged after 211. 4 you for shanning 3 0470164911



KMART STORE 7705 404 N MARINE CORP DR (RTE 1) TAMUNING. GU 96913 (671)649-9878

\*\*\*\* VISIF US ON FACEBOOK AT \*\*\*\*
facebook.com/KmartGuam7705/

CASHIER: KREEZA

GROCERY

04460030058 CLEAN UP 32Z

3 8 1/5.99

17.97

XAT \*\*\*

.00 BAL

17.97 50.00 32.03

Cash

TOTAL NUMBER OF ITEMS - 3



ØID J86 BG9 Ø19 087 6CP

-REGSIPT# 07705 051720 007 49684

05/17/20

5 34 AH 7705 07 4968 0431

45 days to return most items bought with SYW membership, 30 days for non-members. See service dask or Kmail.com for complete policy and exceptions. Receipt always required

# 

### **开州共兴城城城城城城城城城城城城城城城城城城城城城城城城城**城

tet us know how we did by taking a feedback survey at www.Kmantfeedback.com
You could win \$500 in SYM
Points. Sweepstakes ends at end of current month. Void where prohibited. To enter without making a punchase and obtain complete details, see Official Rules at

http://g.snw.net/rules/membernrulse

**核式外线链式投资性的使换性性性性性的现在分词形式的现在分词** 

\*\* THANK YOU FUR SHOPPING AT KMART \*\*

\*\* NO RETURNS ON SEASONAL ITEMS \*\*

See SYM.com for FREECASH pt % benefits A

360 0 1700 MATTE, GHAN 671-479 5560

> 05/18/20 11:25 #

Invoice # 1033/129 Cost #0 Cash

Sales Person: Jan-Dura

UPC # / Description

ARVY 81

Uty Price

101111 BRUSH W/HOLDER TP145 4 8 3.99 each 15.96

80065 SESSORT

8695122001459

TUILLY BRUSH TYIN 23966

9 8 3.50 each 31.50

1875535748088

THILE THAN LINEAR WINES OF A 2009

ਹੈ.99 nax4v 129.65 ਹਵਾਪਤਾ ਹੈ

tali bu n

Taxl of !XIM'Is

Total: 187.11 Paid Cach: 190.00

4 t N V Total Daids

THANK Total Paid: 190,00 YOU! Change: 2.89 Amount Due: 0.00

# NO REFUNDS EXCHANGE POLICY

Exchanges are accepted within 24MRS from purchase date; excluding Fues. Seasonal. Reduced. Helium. and conto size Item(s) (AII Final Sale). You can exchange for any Item(s) on the Store of equal or more value. The Item(s) must be in the same condition you received it, in the original packaging and accompanied with the original receipt.

SHOP-4-LESS DEDFOR. CUAM 96929 6/1 633-5551

05/18/20

Invoice # 20241199 Cust #0 Cales Aerann: Amelou

USC # / DOWN hilling Ut + Price

Amenait

114,68

7952290(0158

TOTAL PARKET MARKETER SOURS

32 # 3.59 each 10276R01421CA

ACHTRAY 3PK 19215

10 3 2.50 each 

> Side-Total: 139.00

Tar[ 111 Latinit

Tulal:

Paid Cash: 050000122000000

THANK

Total Pand: 200.00

YOUT ी अध्यक्ष

W.12 Amount Due: 0.00

NO REFUNDS LAURINGE TO ILL

Exchanges are accepted within 24HRS from parchase date; emplaine room Seasonal, Reduced, Helium, and cut is size liem(s) (All I mai sale). You can exchange for any item(s) in the state of espect or mare value. The item(s) must be in the come condition you received It, in the original packaging and acceptable of the original receipt.

295 CHALAN PASALERI) TAMENTING, GU 96925 (671)6460440

1710 00054 96351 SALE SELF CHECKOUT

05/22/20 07k00 /m

074157033105 THE WORKS DI -A>
WORKS THE WORKS DI -A>
WORKS THE WORKS DI -A>
WORKS THE WORKS DI -A>
WORKS THE WORKS DI -A>
WINDEX GLASS REFILL 12802

31 68N 9.98N

SUBTOTAL SALES TAX TOTAL 41.56 CASH CHANGE DUE



RETURN POLICY DEFINITIONS LICY ID DAYS POLICY EXPIRES ON 1 180 11/18/2020 POLICY ID Á

Due to COVID-19, we have extended our returns policy for most items. Please see ! nmedepot.com for details. DID WE NAIL IT?

Take a short survey for a chance TO WIN A \$5,000 HAMF DEPOT CIFT CARD

Opine en español

www.homedepot.com/survey

PASSIKORO: 20272 192991

Fintries must be completed within 14 days of purchase. Entrents must be 18 or older to enter. See complete rules on eebsite. No purchase necessary.



KMART STORE 7705
464 N MARINE CORP DR (RTE 1)
TAMUNING. 6U 96913
(671)649-9878

focebook.com/KmartGuam7705/

CASHIER: CHRISTINA

GROCERY

01460001195 TILEX 320Z

7 2 1/5.99

41.93

KAF+ TAX

.00 BAL

41,93

Cash CHANGE

58.07

TOTAL NUMBER OF ITEMS = 7



ØN4 9RO 8K9 ØØW MVD VSV

MESELPT 07705 052220 005 74689

01 /2**2/20** 

6:48 AM 7705 05 7468 0020

45 days to return most items bought with SYW membership. 30 days for non-members. See service dask or Kaart.com for remplete policy and competitions. Receipt always required.

# \*

WE VALLE YOUR PEEDSACK!

**ИНИМИНИЯМИНИЕМИКИМИНИМИНИМИНИМИНИ** 

List us know how we did by taking a Feedback survey at uses. Knortfeedback uses You could win 4500 in SYV Points. Superstakes enth at ext of current north. Void where

and substact. To enter sufficient making a purchase and obtain complete details

see Official Rules at http://s.syu.net/rules/memberpulse

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\*\* THANK YOU FOR SHOPPING AT KMART \*\*

\*\* IN RETURNS ON SEASONAL LIEMS \*\*

See SYN com for FREECASH of & benefits

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# YOUR BEST Value ULESS

TAMUNING

RETURNS WITHIN 30 DAYS WITH RECEIPT

Plu# 692891359910 NITRLE GLOVE 4 # 5.99

27.96

T-tal TUTAL TAX

27.96

BALANCE DUF

CASH

27.96

CHÁNUÉ

2.04

Total number of Items sold = 4

8

CASHIER NAME ULIVA

25 8:52:51 50005 R008 23MAY2020

Store Hours Honday Sunday 7AM - 12AM

A	2007. il		VG.	Sold to:	OMER 10% DIS		030 mé	Frans Ca	*
7		P.O. Box #7448, Tarne Tels. (671) 646-9111	Home Furnishing Center ming, Guam 96931 /12/13 Fax: (671) 646-6732	Acct. No.	P.O. No.	Reg. No.	Oper No.	100 (00 (00 (00 (00 (00 (00 (00 (00 (00	No. 1227593
Qty	Unit	PL Jeem No.		Item Description		Unit Price	Net Pr		Extensio
		7587710601				\$3 <b>,9</b>			<u>29</u> 6.1
tof any ex- letroice, to tempt or option. C produbable accordance	posed or he make remander is tooly common to by how. Al Baryer ages	reds revoluted above are decemed delivere made. All goods are sold in AS IS deliced defects of goods sold. All goods and or exchanged which M leave of solds or Compic's discourse. Octainer printed Resert on this leave on the proper involves are this said payed as so pay all scrottery's collection and of our an arrower or collection and of our an arrower or collection agency.	conduction unless otherwise specific dis for refusal substituting stope be l'introde data and subject on a 198 s, abr's role responsibility to Buyer on the valid. Handwriterin Joans are a fe in told alor 10 days from introde contradors and an additional 13th a	d. Oceanic is not responsi- unusci, in its original pac- estocking charge based on defective goods is cash rel- unacceptable and consider	ble for consequential dama king, accompanied by a va- tion value. Acceptance of- fund or exchange at Occasi- red a freedulent transacti	l agree by goods in the	Tatal: Total: the terms good condi	and rece	\$96.16 \$96.16 ived above



HAITE STURE TEL: 671-477-7006 / 472-8346

10.508

Hame: ESTRADA, TERESA

TILEX HILDEN REM TILEX MILDEN REM

6.69 5.69

TAX \*\*\*\* BALANCE

CASH CHANGE

20.00 6 62

TOTAL HANDER OF ITEMS SOLD . \_NI/23/20 09:19an 5 8 122 508

THE YOU FOR SHOPPING AT PAY-LESS

Complete online survey at: asa Paylessnarkets.com

CELEBRAYING 70 YEARS OF IMPR'MOLEK!

A

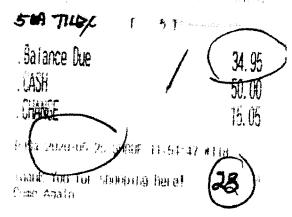
OF MEDICAL OU PHILLE! HARMON GLAM, 96910 646 2426

1 16.74

Ph!

YI

6, 94 Mr. mary





More saving. More doing."

295 CHALAN PASAHERU TANNAING, SU 96913 (671)6480440

1710 00054 00957 05/23/20 12:27 PM

046034903818 ENDURAMAXAL A. 89.938 ENDURA MAX XL UPRIGHT VACUUM CLEANER

\$89.98 HANGE DUE



RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
1 180 11/19/2020

Due to COVID-19, we have extended our returns policy for most items.
Please see immedepot.com for details. DID WE NAIL IT?

Take a short survey for a chance TO WIN A \$5,000 Home DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

Her ID: HME 1913 2257 PASSHORD: 20273 2203

Entries must be completed within 14 days of purchase. Entrants must be 18 or older to enter. See complete rules an website. No purchase necessary.



KMART STORE 7705 404 N HARINE CORP DR (RIE 1) TAMUNING. GU 96913 (671)649-9878

\*\*\*\* VISIT US ON FACEBOOK AT \*\*\*\* Facebook.com/Kaar (Guam/705/

CASHIER: DAVE GROCERY

6928913599104 HITRILEGLUVE

3 8 1/5.99

17.97

\*\*\*\* TAX

.00 BAL

17.97 20.00 2.03

Cash CHANGE

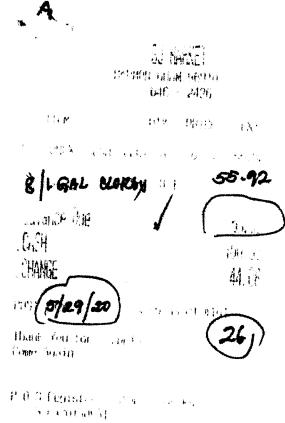
# TOTAL SAVED: 3.00

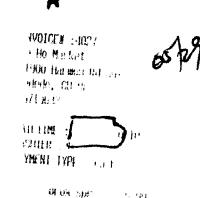
TOTAL NUMBER OF ITEMS = 3

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# **B&G Pacific LLC**

PO Box 5533

Hagatna, GU 96932 USA

Duns No: 855039434

Voice: 671 646-2652 Fax: 671 649-2652



Invoice Date: 5/25/20

Page: 1

Duplicate

Bill To	):		
SANT	A FE HOTEL		

Customer ID: SANTAFE

Customer PO	Payment Terms	Sales Rep ID	Due Date
	C.O.D.		5/25/20

Description		Amount
PLEASE SEE THE ATTACHED BREAKDOWN		
MONDAY DINNER		903.00
TUESDAY - 3 MEALS		3,003.00
WEDNESDAY-3 MEALS		2,933.00
THURSDAY - 3 MEALS		2,177.00
FRIDAY - 3 MEALS		1,904.00
SATURDAY - 3 MEALS		1,701.00
SUNDAY- 3 MEALS		1,386.00
		-
	Subtotal	14,007.00
	Sales Tax	
	Total Invoice Amount	14,007.00
Check/Credit Memo N	Payment/Credit Applied	
SHOOM STOUR MOTIOTY	TOTAL	14,007.00

# PLEASE RESPOND BACK WITH QUOTE OR NO QUOTE SIYU'US MA'ASE

# REQUEST FOR QUOTATION

Please respond as soon possible! Requisition Number: Q200280176	Date:
but no later than: 6/08/2020   RFQ #: RFQ20001851	6/05/2020
VENDOR: HOTEL SANTA FE   PLEASE FURNISH PRICE QUOTE, DE   HO097179 BEACH RESORTS, LLC   AND TERMS BASED ON F.O.B. DEST   132 LAGOON DRIVE   THE ITEMS LISTED BELOW. PLEASE   TAMUNING, GU 96913   THE ABOVE DATE.	TINATION FOR
Quoted by Print/Signature:   Quote Date:   Phone Nur	mber:
** Delivery Date Required:   The party making the foregoing bid is genui	
<pre>/** Delivery Date Offered:   compliance with Title 5 G.C.A. Chapter 5 -   Wage Determination, and that the attached it</pre>	
Terms:   recent issued by U.S. D.O.L. for the position of the position of the required service as per the required	ions required
Prices good for: Days   specification.   Therefore, under penalty of perjury, I cert   facts stated above are true.   Signature Date:	tify that the
1. Offering Recycle Products ( )YES ( ) NO 2. Offering Biodegradable Products ( ) YES ( ) NO Please separate your offer of recyclable and/or biodegradable products from regular products.	
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# PLEASE RESPOND BACK WITH QUOTE OR NO QUOTE SIYU'US MA'ASE

# REQUEST FOR QUOTATION

Please respond as soon possible  Requisit	ion Number: Q200280176   Date:
but no later than: 6/08/2020   RFQ #: R	EQ20001851   6/05/2020
	PLEASE FURNISH PRICE QUOTE, DELIVERY TIME
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	THE ITEMS LISTED BELOW. PLEASE RESPOND BY
I TAMUNING, GU 96913	THE ABOVE DATE.
1	
Phone (671) 647-8855 Fax (671) 647-8860	
1	
Quoted by Print/Signature:	Quote Date:   Phone Number:
1	Quote Date:   Phone Number:
* 1	
** Delivery Date Required:   The party me	
	king the foregoing bid is genuine and that
said bidder	agrees, that they are fully aware and is in
	with Title 5 G.C.A. Chapter 5 - 5801 and 5802
	ination, and that the attached is the most
Terms: recent issue	ed by U.S. D.O.L. for the positions required
to implement	the required service as per the following
Prices good for: Days   specification	
Therefore, i	under penalty of perjury, I certify that the
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Signature	Date:
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# PLEASE RESPOND BACK WITH QUOTE OR NO QUOTE SIYU'US MA'ASE

# REQUEST FOR QUOTATION

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** Delivery Date Required:   The party making the foregoing		
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** Delivery Date Offered:   compliance with Title 5 G.C.A.	Chapter 5 -	5801 and 5802
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Prices good for: Days   specification.	and an her o	ne restantis
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# PLEASE RESPOND BACK WITH QUOTE OR NO QUOTE SIYU'US MA'ASE

# REQUEST FOR QUOTATION

1 70				
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but no later than:	6/08/2020   RFQ #: B	FQ20001851		6/05/2020
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	GU 96913	THE ITEMS LISTE	D BELOW. PLEA	ase respond by
i	30 30313	THE ABOVE DATE.	i	
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# I. Statement of Leased Premises and Services to be Performed.

- A. This Agreement ensures Hotel will lease fully furnished hotel rooms with 24 hours supervision/service for all persons subject to the GHS/OCD's quarantine orders to GHS/OCD for the entire term of this Agreement and any renewals or extensions thereof.
- B. Hotel shall provide regular linen and towel service for all persons quarantined at the facility. These linens and towels shall be professionally laundered/cleaned per CDC guidelines as they pertain to COVID-19.
- C. Hotel agrees to provide basic house-keeping supplies for all areas of the facility
- D. Hotel agrees to maintain and promptly address any concerns arising out of the physical facility, including but not limited to, air conditioning units, plumbing issues, and furniture.
  - E. Hotel shall furnish at its own expense, all proper and adequate equipment, materials, labor, personnel, and supplies necessary to provide the Leased Premises and perform the Services in a safe, professional, workmanlike and diligent manner, and shall provide and have available at all times for use by its employees engaged in the performance of such services all safety equipment and appliances needed for maximum protection of its employees and other persons against injuries.

# Π. Term of Agreement.

	Α	••	Effectiv	e Date	This	s Agreem	ent :	shalt b	e effect	tive	starting		
GHS/OCD	shall	not be	respons	sible for	any	services	prio	r to tha	at date,	and	HOTEL	warrants	that
no services	shall	be per	formed	under tl	nis A	greement	t prio	r to th	e effect	ive	date.		

- B. Initial Term. The Initial Term of this Agreement shall begin immediately on the effective date and shall end on \_\_\_\_\_.
- C. Renewal Terms. At the option of GHS/OCD, and as agreed to by the Hotel, this Agreement may be renewed for ten (10) additional one (1) month periods, subject to wage and benefit compliance and the appropriation, allocation and availability of funds (each being a "Renewal Term"). Upon expiration of the Renewal Term, this Agreement shall expire, unless sooner terminated.
- D. Decontamination Period. Upon expiration of the Initial Term or any subsequent renewal term (whichever is later), GHSIOCD shall be allowed a decontamination period to last fifteen (15) days, at no cost to GHSIOCD, for the sole purpose of cleaning the facility per CDC guidelines.

# III. Compensation.

- A. Compensation. Compensation for Services: Hotel shall receive compensation based on the following formula: FULLY FURNISHED UTILIZED ROOM PER DAY. (SEE ATTACHED "SPECIFICATION").
- B. Contract Type. This is a Firm Fixed-Price Lease and Related Services Contract. The compensation/price stated herein is not subject to adjustment or increase because of variations in the Hotel's actual cost of performing the work and Services specified in this Agreement. Any price adjustments to this Agreement may only be made in accordance with valid, approved Change Orders pursuant to the Change Orders Clause of this Agreement and the Price Adjustment Clause of this Agreement.
- C. No Compensation Prior to Approval of Agreement. GHS/OCD shall not be liable to Hotel for any services performed by Hotel prior to full execution of this Agreement by all parties, and Hotel expressly waives any and all claims for services performed in expectation of this Agreement prior to its full execution.
- D. Final Payment. Final payment shall be made upon satisfactory performance of all services required to be performed by Hotel under this Agreement. Prior to the final payment due Hotel, and as a condition precedent thereto, Hotel shall execute and deliver to GHS/OCD a release in form approved by GHS/OCD of claims against GHS/OCD arising under this Agreement. Hotel expressly waives the provision of Section 82602 of Title 18, Guam Code Annotated, which states:

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

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

# IV. Availability of Funds.

This Agreement is contingent upon the availability of governmental funds. Funds are available for the first fiscal period of this Agreement. The initial source of the funds for this Agreement is local funds. The government of Guam and GHS/OCD shall have no liability under this Agreement to the Hotel or to anyone else beyond the certified funds available for this Agreement.

# V. Price Adjustment Clause

- A. Price Adjustment Methods. Any adjustment in contract price pursuant to clauses in this Agreement shall be made in one or more of the following ways:
  - 1. by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
  - 2. by unit prices specified in the Offer, Agreement, or subsequently agreed upon;
  - 3. by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the Agreement or subsequently agreed upon;
  - 4. in such other manner as the parties may mutually agree; or
  - 5. in the absence of an agreement between the parties, by a unilateral determination by the Procurement Officer of costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the Procurement Officer in accordance with generally accepted accounting principles and applicable sections under Chapter 7 (Cost Principles) of the Guam Procurement Regulations and subject to the provisions of Article 5, Chapter 5 of 5 GCA (Legal and Contractual Remedies) of the Guam Procurement Law.
- B. Submission of Cost or Pricing Data. The Hotel shall submit cost or pricing data for any price adjustments subject to the provision of Section 3118 (Cost or Pricing Data) of the Guam Procurement Regulations. GHS/OCD may require the Hotel to provide invoices, paid bills, or any other proof it deems appropriate to determine compliance with this provision.

# VI. Changes

A. All contract change orders must be approved in writing by the GHS/OCD on a form approved by GHS/OCD to record change orders.

The Procurement Officer with the consent by GHS/OCD at any time, and without notice to the parties, in a signed writing designated or indicated to be a change order, may order:

- (1) changes in the services within the scope of the Agreement; and
- (2) changes in the time for performance of the Agreement that do not alter the scope of the Agreement.

B. Adjustments of Price or Time for Performance. GHS/OCD reserves the right to increase or decrease any unit priced quantity as may be deemed reasonable or necessary in order to complete the Services contemplated under this Agreement.

If any such change order increases or decreases the Hotel's cost of, or the time required for, performance of any part of the services under this Agreement, whether or not changed by the order, an adjustment shall be made and the Agreement modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Standard Price Adjustment Clause of this Agreement. Failure of the parties to agree to an adjustment shall not excuse a Hotel from proceeding with the Agreement as changed, provided that the government of Guam promptly and duly make such provisional adjustments in payments or time for performance as may be reasonable. By proceeding with the services, the Hotel shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion. All changes must be recorded on a contract change order before they can be included in an application for payment/invoice.

- C. Written Certification. The Hotel shall not perform any change order in excess of \$5,000 unless it bears, or the Hotel has separately received, a written certification, signed by the Procurement Officer/CEO or other responsible official that funds are available therefor; and, if acting in good faith, the Hotel may rely upon the validity of such certification.
- D. Time Period for Claim. Within 30 days after receipt of a written change order under Paragraph (I) (Change Order) of this clause, unless such period is extended by the Procurement Officer in writing, the Hotel shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the Hotel's claim unless the government of Guam is prejudiced by the delay in notification.
- E. Claim Barred After Final Payment. No claim by the Hotel for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this Agreement.
- F. Claims Not Barred. In the absence of such a change order, nothing in this clause shall restrict the Hotel's right to pursue a claim arising under the Agreement, if pursued in accordance with the clause entitled Claims Based Upon GHS/OCD's Actions or Omissions or for breach of contract.

## VII. Subcontractors

A. Subcontractor. A subcontractor is a person or entity who has a direct contract with the Hotel or a higher tier subcontractor to perform a portion of the Services set forth in this Agreement.

- B. Award of Subcontracts and Other Contracts for Portions of the Services.
  - 1. Unless otherwise stated in this Agreement, the Hotel, as soon as practicable after execution of this Agreement, shall furnish in writing to GHS/OCD the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Services. GHS/OCD may reply within 14 days to the Hotel in writing stating: (1) whether GHS/OCD has reasonable objection to any such proposed person or entity; or (2) that GHS/OCD requires additional time for review. Failure of GHS/OCD to reply within the 14-day period shall constitute notice of no reasonable objection.
  - 2. The Hotel shall not contract with a proposed person or entity to whom GHSIOCD has made reasonable and timely objection. The Hotel shall not be required to contract with anyone to whom the Hotel has made reasonable objection.
  - 3. The Hotel shall not substitute a subcontractor, person or entity previously selected if GHS/OCD makes reasonable objection to such substitution.
- C. Subcontractor Relations. By appropriate written agreement the Hotel shall require each subcontractor, to the extent of the Services to be performed by the subcontractor, to be bound to the Hotel by terms of this Agreement, and to assume toward the Hotel all the obligations and responsibilities, including the responsibility for safety of the subcontractor's Services, which the Hotel, by these Documents, assumes toward GHS/OCD. Each subcontract agreement shall preserve and protect the rights of GHS/OCD under this Agreement with respect to the Services to be performed by the subcontractor so that subcontracting thereof will not prejudice such rights. Hotel shall have full responsibility under this Agreement, the Offer Documents, conditions, Plans, and Specifications for any subcontracts which the Hotel may let.
- D. Subcontracts. The Hotel or subcontractor shall insert in any subcontracts the clauses set forth in this Agreement, to include a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Hotel shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

# VIII. Suspension of Services

- A. Suspension for Convenience. The Procurement Officer may order the Hotel in writing to suspend, delay, or interrupt all or any part of the services for such period of time as may be appropriate for the convenience of GHS/OCD.
- B. Adjustment of Cost. If the performance of all or any part of the services is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the Procurement Officer in the administration of this Agreement, or by the failure of the Procurement Officer to act within the time specified in this Agreement (or if no time is specified, within reasonable time), an adjustment shall be made for any increase in the cost of performance of this Agreement necessarily caused by such unreasonable suspension, delay, or interruption and the Agreement modified in writing accordingly.

However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent: (a) that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Hotel; or (b) for which an adjustment is provided for or excluded under any other provision of this Agreement.

- C. Time Restriction on Claim. No claim under this clause shall be allowed: (a) for any costs incurred more than twenty (20) days before the Hotel shall have notified the Procurement Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and (b) Unless the claim is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the Agreement.
- D. Adjustments of Price. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this Agreement.

# IX. Early Termination.

- A. By GHS/OCD. GHS/OCD reserves the right to cancel or terminate this Agreement prior to its completion for any reason, including, but not limited to, the following:
- (i) Termination without Cause: GHS/OCD may terminate this Agreement, without cause, upon the delivery of written notice to the Hotel at least thirty (30) days prior to the intended date of termination.
- (ii) Termination in the Best Interest of the Government of Guam: GHS/OCD may terminate this Agreement based upon a determination that such termination is in the best interests of the Government of Guam by delivering a written notice of such termination to the Hotel and the effective date of such termination. Circumstances for termination under this clause include but are not limited to Hotel's successful completion of services under this Agreement to the satisfaction of GHS/OCD.
- (iii) Termination for Cause/Default: If the Hotel refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Procurement Officer may notify the Hotel in writing of the delay or non-performance specified in writing by the Procurement Officer, such officer may terminate the Hotel's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part the Procurement Officer may procure similar supplies or services in a manner and upon terms deemed appropriate by the Procurement Officer. The Hotel shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

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

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

# B. By Hotel.

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

- C. Termination/Modification for Lack of Funds. GHS/OCD may terminate or modify this Agreement based upon a lack of funding. In such an event, GHS/OCD shall promptly provide notice to Hotel and within twenty (20) days of the notice, the Parties shall renegotiate the terms of this Agreement in good faith. If the parties are unable to reach an agreement on the renegotiation, then either Party may terminate this Agreement pursuant to Section IV of this Agreement as applicable.
- D. Preservation of Property. Notwithstanding any termination of this Agreement, and subject to any directions from GHS/OCD, the Hotel shall take timely and reasonable and necessary action to protect and preserve the property in the possession of Hotel in which GHS/OCD has an interest.
- E. Additional Provisions. In the event that either party effects an Early Termination, it is expressly provided that GHS/OCD may issue a new solicitation with respect to such terminated services. This provision shall not be deemed an admission or waiver of any rights and defense with respect to rights of either Party under this Agreement, including but not limited to, either Parties' rights to assert damages for breach of Agreement.

## X. Contact Person.

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

# XI. Confidentiality.

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

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

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

It is specifically provided that the limitations contained in this paragraph A shall not apply (i) to the extent required by applicable law, (ii) to the extent that any Information is now or hereafter becomes part of the public domain, but only to the limited extent that such Information, or any portion thereof, is in the public domain not as a result of any breach or violation of this Agreement, or (iii) to the extent that a party is directed otherwise under the terms of a valid and effective order, issued by a court of competent jurisdiction.

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

# XII. Claims Based Upon GUS/OCD's Actions or Omissions

A. Notice of Claim. If any action or omission on the part of GHS/OCD or any entity within the government of Guam, requiring performance changes within the scope of the Agreement constitutes the basis for a claim by Hotel for additional compensation, damages, or an extension of time for completion, Hotel shall continue with performance of the Agreement in compliance with the directions or orders of GHS/OCD, but by so doing, Hotel shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

- 1. Hotel shall have given written notice to GHS/OCD:
- a) prior to the commencement of the work involved, if at that time, Hotel knows of the occurrence of such action or omission;
- b) within 30 days after Hotel knows of the occurrence of such action or omission, if Hotel did not have such knowledge prior to the commencement of the work; or
  - c) within such further time as may be allowed by the GHS/OCD in writing.

This notice shall state that Hotel regards the act or omission as a reason which may entitle Hotel to additional compensation, damages, or an extension of time. The GHS/OCD, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the GHS/OCD.

- 2. The notice required by Subparagraph (A) of this Paragraph describes as clearly as practicable at the time the reasons why Hotel believes that additional compensation, damages, or an extension of time may be remedies to which Hotel is entitled; and
- 3. Hotel maintains and, upon request, makes available to the GHS/OCD within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.
- B. Limitations of Clause. Nothing herein contained, however, shall excuse Hotel from compliance with any rules of law precluding any government of Guam officers and any contractors from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Agreement..

- XIII. Waiver. No waiver by any party of any right on any occasion shall be construed as a bar to or waiver of any right or remedy on any future occasion.
- XIV. Severability. If any provision of this Agreement shall be held or deemed by a court of competent jurisdiction to be invalid, inoperative or unenforceable, the remaining provisions herein contained shall nonetheless continue to be valid, operative and enforceable as though the invalid, inoperative or unenforceable provision had not been included in the Agreement.
- XV. Survival of Warranties. All representations, warranties, agreements, covenants and obligations in this Agreement shall be deemed to have been relied upon by the other party, and shall survive the completion of this Agreement and shall not merge in the performance of any obligation by any party hereto.
- XVI. Fees and Expenses. Each of the Parties shall bear its own expenses in connection with the negotiation and consummation of the transactions contemplated by this Agreement.
- XVII. Notices. All invoices, reports, correspondence, notices, requests, demands and other communications here under shall be in the English Language, in writing. All notices required to be given under this Agreement by either party to the other may be effected by personal delivery, or by mail (registered or certified, postage, prepaid with return receipt requested). Notices delivered personally shall be deemed communicated as of actual receipt. Mailed notices shall be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first. Notices shall be addressed and delivered to the parties as follows, provided that each party may change the address by giving the other party written notice in accordance with this section:

TO GHS/OCD:

GUAM HOMELAND SECURITY/OFFICE OF CIVIL DEFENSE

TO HOTEL:

- XVIII. Transmission of Data in Digital Form. If the parties intend to transmit any information or documentation in digital form, they shall establish necessary protocols governing such transmissions, unless otherwise already provided in this Agreement.
- XIX. Assignment/Subcontractors. It is expressly acknowledged that Hotel is solely responsible for the fulfillment of its duties and obligations under this Agreement, regardless of whether or not Hotel utilizes one or more subcontractors for such purpose.

The right and interest of Hotel under this Agreement (including, but not limited to, Hotel's right to or interest in any part of or all payments under this Agreement) may not be assigned, transferred or subcontracted to any other person, Hotel, corporation or other entity, whether by agreement, merger, operation of law or otherwise, without the prior, express written consent of GHS/OCD. In the event of a permissive subcontract or assignment of this Agreement by Hotel, Hotel agrees that any subcontractors retained by Hotel or assignees shall be subject to all provisions of this Agreement.

- XX. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns and transferees, except as otherwise provided for under the terms of this Agreement.
- XXI. Scope of Agreement. This Agreement (i) supersedes any and all other Agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and (ii) contain all of the covenants and Agreements between the Parties with respect to such subject matter in any manner whatsoever. The Hotel and GHS/OCD each acknowledge that no representations, inducements, promises or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in the Agreement shall be valid or binding.
- XXII. Captions. All Section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the content of the Agreement.
- XXIII. Counterparts. This Agreement may be executed in counterparts, all of which taken together shall be deemed one original.
- XXIV. Governing Law and Forum Selection. Except to the extent United States federal law is applicable, the validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of Guam. Hotel expressly recognizes that the Government Claims Act (Title 5 of the Guam Code Annotated, Chapter 6) applies with respect only to claims of money owed by or to the Hotel/Hotel against the Government, if the claim arises out of or in connection with this Agreement. Hotel also expressly recognizes that all other claims by the Hotel. Hotel against the Government are subject to the Guam Procurement Law (Title 5 of the Guam Code Annotated, Chapter 5).
- XXV. Consent to Jurisdiction. Hotel hereby expressly consents to the jurisdiction and venue of Guam with respect to any protest or dispute resolution, and the forum of the courts of Guam with respect to any and all claims which may arise by reason of this Agreement, except as otherwise may be provided by Guam Procurement Law. Hotel waives any and all rights it may otherwise have to contest the same or to proceed with any claims arising by reason of this Agreement in a different jurisdiction, forum, or venue.

## XXVI. Compliance with Laws.

- A. In General. The Hotel shall comply with all U.S. and Guam laws, statutes, regulations and ordinances applicable to this Agreement. The Hotel represents and warrants that it is fully licensed to do business in Guam to render the services to be provided herein.
- B. Non-Discrimination in Employment. The Hotel agrees: (i) not to unlawfully discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap; (ii) to include a provision similar to that contained in subsection (i)

above in any subcontract or assignment agreement except a subcontract for standard commercial supplies or raw materials; and (iii) to post and to cause subcontractors andlor assignees to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

# XXVII. Retention and Access to Records and Audit Review.

The GHSJOCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives must have the right of access to any documents, papers, or other records of the Hotel which are pertinent to the contract, in order to make audits, examinations, excerpts, and transcripts, and to inspect supplies and services and audit records at any Hotel or proposed subcontractor's facility or place of business and perform tests both: prior to award of a contract, to determine responsibility and capability of performing any contract to be awarded under a solicitation, and to determine whether the Hotel's or subcontractor's facilities, supplies, or services conform to solicitation requirements; or after award, to determine whether the awarded contractor is conforming to contract requirements, and its performance is therefore acceptable. This right also includes timely and reasonable access to the Hotel's personnel for the purpose of interview and discussion related to such documents. The Hotel agrees to abide by the following access, audit, and inspection terms:

- Access to Records and Retention. The Hotel, including its subcontractors, if any, agrees A. that it shall maintain and retain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and relative to its cost or pricing data, and shall make such materials available at all reasonable times after submission of its Offer, during any awarded contract term, and for three (3) years from the date of final payment under any awarded contract or for three (3) years from the date that all other pending matters are closed, whichever is later, for inspection in Guam or at any reasonable location designated by the GHS/OCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives, unless the Offeror is notified in writing by the Federal Emergency Management Agency, the cognizant agency for audit, the oversight agency for audit, the cognizant agency for indirect costs, or the GHS/OCD to extend the retention period. If any litigation, claim, or audit is started before the expiration of the threeyear period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. Records for real property and equipment acquired with the funds from the awarded contract must be retained for three (3) years after final disposition of the real property and equipment. Each subcontract by the Offeror shall include a provision containing the conditions of this Section for any contract awarded under this solicitation.
- B. Right to Audit. Hotel shall establish and maintain a reasonable accounting system that enables the GHS/OCD or the Federal Emergency Management Agency to readily identify Offeror's assets, expenses, costs of goods, and use of funds. The GHSJOCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to its

Offer, the solicitation, or this Agreement, which are kept by or under the control of the Hotel, including, but not limited to those kept by the Hotel, its employees, agents, assigns, successors, and subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including bids of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back-charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Hotel shall, at all times during the term of any awarded contract and for a period of three (3) years after the date of final payment under any awarded contract, maintain such records, together with such supporting or underlying documents and materials.

The Hotel shall at any time requested by GHS/OCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives before, during, or after completion of an awarded contract, and at Hotel's own expense make such records available for inspection and audit (including copies and extracts of records as required) by GHS/OCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives Such records shall be made available to GHS/OCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives, during normal business hours at the Hotel's office or place of business without prior notice. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for GHS/OCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives. Hotel shall ensure GHS/OCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives has these rights with Hotel's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Hotel and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Hotel's obligations to GHS/OCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives. Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by GHS/OCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives unless certain exemption criteria are met.

If the audit identifies overpricing or overcharges (of any nature) by the Hotel to GHSJOCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives in excess of one-half of one percent (.5%) of the total contract billings, the Hotel shall reimburse the GHS/OCD or the entity that conducted the audit for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the GHS/OCD may recoup the costs of the audit work from the Hotel. Any adjustments and/or payments that must be

made as a result of any such audit or inspection of the Hotel's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of GHS/OCD the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives' findings to Hotel.

- C. Right to Enter and Inspect. GHS/OCD the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives may, at any time, without notice, enter and inspect the Hotel's or subcontractor's facilities, place(s) of business, or any place(s) of performance of this Agreement. The GHS/OCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives may enter and inspect any plans, supplies, services, equipment, work and records at these locations which are related to the performance of this Agreement, and may conduct any testing deemed necessary to determine whether the Hotel's or subcontractor's compliance or conformity to the solicitation or contract requirements. Guam may enter and audit the cost or pricing data, books, and records of the Hotel or any subcontractor, and/or investigate in connection with an action to debar or suspend a person from consideration for award of contracts pursuant to § 9102 (Authority to Debar or Suspend) of the Guam Procurement Rules and Regulations.
- XXVIII. Program Fraud and False or Fraudulent Statements or Related Acts. Hotel stipulates that Title 5 GCA Chapter 37, the False Claims and Whistle blower Act applies to this Agreement and to all Hotel's actions pertaining to this Agreement. The False Claims and Whistle blower Act was passed as Public Law 34-116, Chapter III, Section 20 (lapsed into law August 24, 2018) and codified at Title 5 GCA Chapter 37.

# XXIX. Government of Guam and GHS/OCD Not Liable.

- A. General Liability. GHS/OCD and the government of Guam assume no liability for any accident or injury that may occur to Hotel, its agents, dependents, or personal property while in execution of duties under this Agreement.
- B. Prior Work. GHS/OCD and the government of Guam shall not be liable to Hotel for any services performed by Hotel prior to the approval of this Agreement by the Procurement Officer and the Hotel hereby expressly waives any and all claims for compensation for acts performed in expectation of this Agreement prior to its approval by the Governor of Guam.
- C. GHS/OCD not Liable. GHS/OCD assumes no liability for any accident, loss, claim, judgment, action or injury that may occur to the Hotel and/or the Hotel's Partner's, officers, directors, agents, servants, subcontractors and/or employees, and/or to the personal property of any such person or entity, arising out of the performance of services under this Agreement except to the extent caused or contributed to by the negligent act or omission of GHS/OCD.

No officer, agent, or employee of GHS/OCD shall be liable personally under or by reason of this Agreement or any of its provisions. In addition, GHS/OCD assumes no liability for any accident or injury that may occur to Hotel's officers, directors, employees, agents, or dependents while traveling to and from Guam in furtherance of this Agreement.

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

# XXXI. Modifications including those Due to Public Welfare, Change in Law or Change in Marketing Conditions.

GHS/OCD shall have the unilateral power to modify the Agreement at any time subject to the written agreement of Hotel. GHS/OCD shall have the power to make changes in the Agreement and to impose new rules and regulations on the Hotel under the Agreement relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare or due to a change in law. GHS/OCD shall give the Hotel notice of any proposed change in the Agreement and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Hotel.

In the event GHS/OCD materially alters the obligations of the Hotel, or the benefits to GHS/OCD, then the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of the Hotel, then the Hotel or GHS/OCD shall be entitled to an adjustment in the rates and charges established under the Agreement. Hotel shall be entitled to terminate this Agreement rather than accept modified terms. Nothing contained in the Agreement shall require any party to perform any act or function contrary to law. GHS/OCD and the Hotel agree to enter into good faith negotiations regarding modifications to the Agreement, which may be required in order to implement changes in the interest of the public welfare or due to changes in law. When such modifications are made to the Agreement, GHS/OCD and the Hotel shall negotiate in good faith a reasonable and appropriate adjustment for any changes in services or other obligations required of the Hotel directly and demonstrably due to any modification in the Agreement under this clause.

XXXII. Non-segregated Facilities. The Hotel must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The Hotel may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The Hotel's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the Hotel's control, where the facilities are segregated.

The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The Hotel shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

XXXIII. Hotel Employee Benefits, Taxes, and Insurance. Hotel agrees there shall be no government of Guam employee benefits accruing to Hotel under this Agreement, including, but not limited to:

- a) Insurance coverage provided by the GHS/OCD;
- b) Participation in the government of Guam retirement system
- c) Accumulation of vacation leave or sick leave;
- and d) Workers Compensation coverage.
- A. Status of Hotel. The Hotel and its officers, agents, servants, subcontractors and employees are independent contractors performing Services for GHS/OCD and are not employees of either GHS/OCD or the government of Guam. The Hotel and its officers, agents, servants and employees shall not accrue vacation or sick leave, participate in the government of Guam retirement system, insurance coverage, bonding, use of government vehicles or any other benefits accorded to government of Guam employees as a result of this Agreement. Hotel agrees that Hotel and its aforementioned employees, officers, directors, agents, servants, and subcontractors are not and will not become an employee, officer or Board member of GHS/OCD at any time during the duration of this Agreement, and will otherwise comply with the provisions of the Guam Procurement Law regarding ethics in public contracting (Title 5 Guam Code Annotated, Chapter 5, Article 11, and its associated rules and regulations).

Nothing in this Agreement or any action taken under this Agreement shall be deemed or construed in any manner or for any purpose to evidence or establish as between Hotel and GHS/OCD a relationship of partnership, agency, association, joint venture or representative, nor does this Agreement authorize any party to undertake or bind any obligation or responsibility on behalf of the other party. In addition, there shall be no withholding of taxes by GHS/OCD for the Hotel.

- B. Tax and Withholding Liability, The Hotel assumes responsibility for its personnel and subcontractors providing services hereunder and will make all deductions and payments for social security and withholding taxes and for contributions to employment compensation funds, employee benefits, or any other payments required by the governments of the United States and Guam, if required. Hotel is responsible for paying when due any and all income taxes, gross receipts taxes or business privilege taxes, or any other taxes or assessments incurred as a result of the services performed by the Hotel and Hotel's employees or agents under this Agreement or the compensation paid to Hotel for services performed under this Agreement, unless Hotel is a non-resident person or entity without a valid Guam Business License, in which case a withholding fee equal to four percent (4%) of the total dollar value of this Agreement will be withheld for the payment of Guam's Business Privilege Tax in accordance with 11 GCA § 71114 (PL 33-166).
- C. Insurance. Hotel shall maintain at the Hotel's expense all necessary insurance for its employees including but not limited to Workman's Compensation, Errors and Omissions, and liability insurance for each employee as required under U.S. and Guam Law and the mandates of the underlying RFP to this Agreement. Hotel agrees to hold harmless and indemnify GHS/OCD, its officers, directors, employees, agents, representatives, successors and assigns, for any and all claims, demands, costs, losses, fees, penalties, interest, or damages, including attorney's fees, which may be brought or asserted due to: (i) any injury, death, or property damage arising from the negligence or other wrongful or tortuous acts of Hotel or Hotel's employees, officers, contractors, directors, agents, representatives, successors, or assigns; or (ii) Hotel's failure to comply with terms of this subparagraph B.

- D. Wage and Benefits Compliance. Hotel warrants it shall comply with all applicable federal and local laws, rules, and regulations regarding the payment of minimum wages and benefits, in particular in accordance with the Wage Determination for Guam issued and promulgated by the U.S. Department of Labor and with Guam Public Law 26-111. Hotel guarantees health and similar benefits for its employees, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, as required by any applicable law. Hotel further guarantees a minimum of ten (10) paid holidays per annum per employee, as required by any applicable law. Hotel assumes all liability for, and hereby indemnifies BSP GCMP from, any violation of any applicable law, rule, or regulation relating to the payment of wages or benefits. In addition, this Agreement contains extension and/or renewal clauses. Therefore, at the time of any extension or renewal adjustments, there shall be a stipulation contained in the extension or renewal document stating that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the extension or renewal date shall apply, as required by any applicable law. Any renewal or extension to which this provision applies shall also contain provisions mandating health and similar benefits for employees, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee, as required by any applicable law.
- XXXIV. Equal Employment Opportunity Compliance. The Hotel and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633. The Hotel and all subcontractors must also comply with the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b).
- A. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the Hotel's project activities under this Agreement.

The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this Agreement. In the execution of this Agreement, the Hotel agrees to comply with the following minimum specific requirement activities of EEO:

- 1. The Hotel will work with GHS/OCD and the Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the Agreement.
- 2. The Hotel will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of payor other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

- B. EEO Officer: The Hotel will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority
- administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
- C. Dissemination of Policy: All members of the Hotel's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Hotel's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
  - 1. Periodic meetings of supervisory and personnel office employees will be conducted before the start of services and then periodically, at which times the Hotel's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
  - 2. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the Hotel's EEO obligations within thirty days following their reporting for duty with the Hotel.
  - 3. All personnel who are engaged in direct recruitment for the Project will be instructed by the EEO Officer in the Hotel's procedures for locating and hiring minorities and women.
  - 4. Notices and posters setting forth the Hotel's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
  - 5. The Hotel's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- D. Recruitment: When advertising for employees, the Hotel will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project workforce would normally be derived.

- 1. The Hotel will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the Hotel will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the Hotel for employment consideration.
- 2. In the event the Hotel has a valid bargaining agreement providing for exclusive hiring hall referrals, the Hotel is expected to observe the provisions of that agreement to the extent that the system meets the Hotel's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the Hotel to do the same, such implementation violates Federal non-discrimination provisions.
- 3. The Hotel will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- E. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
  - 1. The Hotel will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project personnel.
  - 2. The Hotel will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
  - 3. The Hotel will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Hotel will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
  - 4. The Hotel will promptly investigate all complaints of alleged discrimination made to the Hotel in connection with its obligations under this Agreement, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Hotel will inform every complainant of all of their avenues of appeal.

# F. Training and Promotion:

1. The Hotel will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

- 2. Consistent with the Hotel's workforce requirements and as permissible under Federal and State regulations, the Hotel shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this Agreement, this subparagraph will be superseded as indicated in the special provision. GHS/OCD may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- 3. The Hotel will advise employees and applicants for employment of available training programs and entrance requirements for each.
- 4. The Hotel will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- G. Unions: If the Hotel relies in whole or in part upon unions as a source of employees, the Hotel will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the Hotel, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
  - 1. The Hotel will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
  - 2. The Hotel will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
  - 3. The Hotel is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Hotel, the Hotel shall so certify to GHS/OCD and shall set forth what efforts have been made to obtain such information.
  - 4. In the event the union is unable to provide the Hotel with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the Hotel will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women.

The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the Hotel from the requirements of this paragraph. In the event the union referral practice prevents the Hotel from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, the Hotel shall immediately notify GHS/OCD.

- H. Reasonable Accommodation for Applicants/Employees with Disabilities: The Hotel must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
- I. Selection of Subcontractors. Procurement of Materials and Leasing of Equipment: The Hotel shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Hotel shall take all necessary and reasonable steps to ensure non-discrimination in the administration of this Agreement.
  - 1. The Hotel shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this Agreement.
  - 2. The Hotel will use good faith efforts to ensure subcontractor compliance with their EEO obligations.
- J. Records and Reports: The Hotel shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the Hotel for all the Services under this Agreement and shall be available at reasonable times and places for inspection by authorized representatives of GHS/OCD.
  - K. The records kept by the Hotel shall document the following:
  - a. The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
  - b. The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
  - c. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
  - 2. If required, the Hotel and any subcontractors will submit an annual report to GHS/OCD each July for the duration of the Project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the Services under this Agreement.

The staffing data should represent the project workforce on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the Hotel will be required to collect and report training data. The employment data should reflect the workforce on board during all or any part of the last payroll period preceding the end of July.

XXXV. Disclosure. The Hotel hereby represents that it has disclosed to GHS/OCD all matters regarding Hotel which if not disclosed to GHS/OCD would materially affect GHS/OCD's decision to enter into this Agreement with Hotel.

# XXXVI. Mandatory Representations by Hotel:

- A. Persons Convicted of Sex Offense. Hotel warrants that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 Guam Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of Hotel while on government of Guam property, with the exception of public highways. If any employee of Hotel is providing services on government property and is convicted subsequent to an award of a contract, then Hotel warrants that it will notify GHS/OCD of the conviction within twenty-four hours of the conviction, immediately remove such convicted person from providing services on government property. If Hotel is found to be in violation of any of the provisions of this paragraph, then GHS/OCD will give notice to Hotel to take corrective action. Hotel shall take corrective action within twenty-four (24) hours of notice from GHS/OCD, and Hotel shall notify GHS/OCD when action has been taken. If Hotel fails to take corrective steps within twenty-four (24) hours of notice from GHS/OCD, then GHS/OCD in its sole discretion may temporarily suspend this agreement.
- B. Gratuities and Kickbacks. Hotel warrants it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107.
- C. Contingent Fees. Hotel warrants it has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies.
- D. Ethical Standards. Hotel warrants it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article II of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

# XXXVII. Hotel's Ethical Warranties.

A. Warranty against Employment of Sex Offenders. Hotel warrants that: (I) no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 Guam Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of Hotel while on government of Guam property, with the exception of public highways; and (2) that if any person providing services on behalf of Hotel 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 at any time during the performance of the contract, that such person will be immediately removed from working on government property and Hotel warrants that it will notify the Director of the AGENCY within twenty-four (24) hours of such conviction. If Hotel is found to be in violation of any of the provisions of this paragraph, then GHS/OCD will give notice to Hotel to take corrective action. Hotel shall take corrective action within twenty-four (24) hours of notice from GHS/OCD, and Hotel shall notify GHS/OCD when action has been taken. If Hotel fails to take corrective steps within twenty-four (24) hours of notice from GHS/OCD, then GHS/OCD in its sole discretion may temporarily suspend this agreement.

- B. Covenant against Contingent Fees. Hotel represents that it has not retained a person to solicit or secure a government of Guam 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.
- C. Representation Regarding Gratuities. Kickbacks, and Favor. The Hotel represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities, kickbacks, and favors set forth in the Guam Procurement Law.
- D. Ethical Standard. Hotel represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article II (Ethics in Public Contracting) of the Guam Procurement Law and in Article II of the government of Guam Procurement Regulations.
- XXXVIII. Guam Debarment. Hotel warrants that it will comply with the provisions of 5 GCA Chapter 5 Articles 9 and 11, subject to debarment or suspension, and that it will not employ any subcontractors who have been federally debarred or debarred by the government of Guam.
- and 12689)-A contract award of federal funds (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM). in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Hotel warrants that it is not a party listed on the government wide exclusions in the System for Award Management (SAM), and will comply with the provisions of Subpart C of 2 CFR Part 1326, "Non-procurement Debarment and Suspension," (published in the Federal Register on December 21,2006, 71 FR 76573) which generally prohibits entities that have been debarred, suspended, or voluntarily excluded from participating in non-procurement transactions either through primary or lower tier covered transactions, and which sets forth the responsibilities of recipients of federal financial assistance regarding transactions with other persons, including subrecipients and contractors.

Hotel agrees to the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Lower Tier Covered Transaction (Sub-Recipient), which is a material representation of fact, and agrees to include the following notice in the awarded contract, sub-award, or subcontract, as applicable:

"Applicants/bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of a DOC official) are subject to 2 CFR Part

1326, Subpart C, "Government-wide Debarment and Suspension (Non-procurement)." In addition, applicants/bidders for a lower tier covered transaction for a sub-award, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to 15 CFR Part 28, "New Restrictions on Lobbying."

Contractors should familiarize themselves with these provisions, including the certification requirements. Therefore, during contract performance applications for a lower tier covered transaction must include a Form CD-512, "Certification Regarding Lobbying Lower Tier Covered Transactions," completed without modification.

XL. Procurement of Recovered Materials. This is a federally funded project and pursuant to 2 CFR § 200.322, any Hotel awarded a contract under this RFP and all of its subcontractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, with CFR 1210MB Guidance § 200.324 where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

# XLI. Drug Free Workplace.

Hotel agrees to comply with Title V of the Drug-Free Workplace Act of 1988, 34 CFR Part 85, Subpart F (Pub. L. No. 100-690, Title V, Sec. 5153, as amended by Pub. L. No. 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U. S. c. § 8102); and the implementing regulations published at 2 CFR Part 182, "Government-wide Requirements for Drug-free Workplace (Financial Assistance)"; and the laws and regulations promulgated by the Federal Government and to maintain a drug-free workplace.

# A. The Hotel shall, within 30 days after award:

1. Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance as defined and listed in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812), and as further defined by regulation at 21 CFR 1308.11 through 1308.15,] is prohibited in the Hotel's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

- 2. Establish an ongoing drug-free awareness program to inform such employees about-
  - (i) The dangers of drug abuse in the workplace;
  - (ii) The Hotel's policy of maintaining a drug-free workplace;
  - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- 3. Provide all employees engaged in performance of the Agreement with a copy of the statement required by paragraph (1) of this clause;
- 4. Notify such employees in writing in the statement required by subparagraph (b)(l) of this clause that, as a condition of continued employment on this Agreement, the employee will:
  - (i) Abide by the terms of the statement; and
  - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
- 5. Notify the Procurement Officer in writing within 10 days after receiving notice under subdivision (4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- 6. Within 30 days after receiving notice under subdivision (4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
- (i) Taking appropriate personnel action against such employee, up to and including termination; or
- (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal. State, or local health, law enforcement, or other appropriate agency; and
- 7. Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (1) through (6) of this clause.
- B. The Hotel, if an individual, agrees by award of this Agreement not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this Agreement.
- C. In addition to other remedies available to GHS/OCD, the Hotel's failure to comply with the requirements of paragraph (B) or (C) of this clause may render the Hotel subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

# XLII. Disputes.

- A. GHS/OCD and the Hotel agree to attempt resolution of all controversies which arise under, or are by virtue of, this procurement and any resulting contract through mutual agreement. If the controversy is not resolved by mutual agreement, then the Hotel shall request the government in writing to issue a final decision within sixty days after receipt of the written request. If the government does not issue a written decision within sixty days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Hotel may proceed as though the government had issued a decision adverse to the Hotel.
- B. GHS/OCD shall immediately furnish a copy of the decision to the Hotel, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.
- C. GHS/OCD's decision shall be final and conclusive, unless fraudulent or unless the Hotel appeals the decision.
- D. This subsection applies to appeals of GHS/OCD's decision on a dispute. For money owed by or to GHS/OCD under this Agreement, the Hotel shall appeal the decision in accordance with the Government Claims Act by initially filing a claim with the Office of the Attorney General no later than eighteen months after the decision is rendered by GHS/OCD or from the date when a decision should have been rendered. For all other claims by or against GHS/OCD arising under this Agreement, the Office of the Public auditor has jurisdiction over the appeal from the decision of GHS/OCD. Appeals to the Office of the Public Auditor must be made within sixty days of GHS/OCD's decision or from the date the decision should have been made.
- E. The Hotel shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.
- F. The Hotel shall comply with GHS/OCD's decision and proceed diligently with performance of the Agreement pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, the Agreement, except where the Hotel claims a material breach of the Agreement by GHS/OCD. However, if GHS/OCD determines in writing that continuation of services under the Agreement is essential to the public's health or safety, then the Hotel shall proceed diligently with performance of the Agreement notwithstanding any claim of material breach by GHS/OCD.
- XLIII. Indemnification. To the fullest extent permitted by law the Hotel shall indemnify and hold harmless the government of Guam, GHS/OCD, its Contractors and Subcontractors, if any, and the agents and employees of any of them, from and against claims, damages, losses, expenses, actions, recoveries, and judgments of every nature, including but not limited to attorneys' fees, arising out of or resulting from Hotel's performance of the Services. Hotel shall indemnify the government of Guam, GHS/OCD, its Project Manager and its Contractors, if any, and the agents and employees of any of them, or any Assignee against, and hold them harmless from, any and all claims, actions, damages, including reasonable attorneys' fees, obligations, liabilities, and liens arising or imposed without the fault or negligence of Hotel, in connection with

latent or other defects, or any claim for patent, trademark, copyright, or "trade secret" infringement, or under the doctrine of "strict liability," imposed or incurred by or asserted against the government of Guam, GHSJOCD, its Project Manager, or their respective successors or assigns, arising out of the manufacture, purchase, lease, possession, operation, condition, use or return of the Equipment, or by operation of law. Hotel shall be liable if any claim, damage, loss or expense attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (including the Equipment itself) is caused by the negligent acts or omissions of the Hotel, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

Hotel's indemnification does not extend to liabilities caused solely by the gross negligence or intentional wrongdoing of the government of Guam. Hotel shall give GHS/OCD prompt written notice of any matter hereby indemnified against and agrees that upon written notice by GHS/OCD of the assertion of such a claim, action, damage, obligation, liability, or lien, Hotel shall assume full responsibility for the defense thereof. The government of Guam shall have an opportunity to participate in the defense at its own expense with respect to attorneys' fees and costs, but not liability; particularly when there are substantial principles of government or public law involved, when litigation might create precedent affecting future governmental operations or liability, or when involvement of the government of Guam is otherwise mandated by law. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person under this Agreement.

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

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

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