

1 **FISHER & ASSOCIATES**
2 *Thomas J. Fisher, Esq.*
3 Suite 101 De La Corte Building
4 167 East Marine Corps Drive
5 Hagåtña, Guam 96910
6 Telephone: (671) 472-1131
7 Facsimile: (671) 472-2886

RECEIVED
OFFICE OF PUBLIC ACCOUNTABILITY
PROCUREMENT APPEALS
DATE: 10/5/12
TIME: 3:20 AM PM BY: MH
FILE NO OPA-PA: 12-015

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BEFORE THE OFFICE OF PUBLIC ACCOUNTABILITY
HAGÁTÑA, GUAM

IN RE AN APPEAL FILED) OPA-PA-12-015
27 SEPTEMBER 2012)
OPA-PA-12-015)
)
) **AGENCY SUBMISSION OF A**
) **PROCUREMENT RECORD**
)
) **INDEX**
)
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)

13 **COMES NOW** the Guam Visitors Bureau, by and through counsel Fisher & Associates, and
14 submits an agency procurement record. This record is submitted pursuant to 2 Guam Admin. R.
15 & Regs.12104(c)(3).

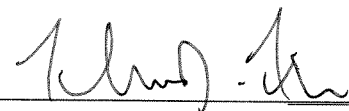
17 **INDEX**

- | | Tab |
|---|------------|
| 19 I. The date, time, subject matter and names of participants at
20 any meeting including government employees that is in any way
related to a particular procurement; | A |
| 21 II. A log of all communications between government employees
22 and any member of the public, potential bidder, vendor or
manufacturer which is in any way related to the procurement; | B |
| 23 III. Sound recordings of all pre-bid conferences; negotiations arising
24 from a request for proposals and discussions with vendors concerning
25 small purchase procurement; | C |

ORIGINAL

- 1 IV. Brochures and submittals of potential vendors, manufacturers or **D**
2 contractors, and all drafts, signed and dated by the draftsman, and
3 other papers or materials used in the development of specifications
4 V. The requesting agency's determination of need. **E**

7 **FISHER & ASSOCIATES**

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10 **Thomas J. Fisher, Esq.**
11 **For Guam Visitors Bureau**

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The date, time, subject matter and names of participants at any meeting, including government employees, that is in any way related to a particular procurement

Date/ time	Subject matter	Participants	Comment
On or about 2 July 2012	Draft of procurement packet	Doris Ada, Joann Camacho, TGE	Informal circulation of procurement material for comment and approval TGE (TG Engineering is a contract consulting group)
On or about 6 July 2012	Finalization of procurement packet	Doris Ada, consultants with TGE	Discussions concerning finalization of procurement package
On or about period between 06 July 2012 and 25 July 2012	Finalization of procurement package and advertisement	Joann Camacho, Doris Ada, Antonio Muna	Discussions concerning subject matter, occasional and informal
13 August 2012, 1500	Pre-bid conference	Doris Ada, Nathan DeNight, Joann Camacho, Rico Arceo, Vincent Walker, Alex Thomas, Angel Rosalin, Tui Lalohea, Antonio Rivera, Rey Rivera, Grace Petry, Theresa Crisostomo	<i>See Tab C</i>
31 August 2012, 1520	Bid opening	Doris Ada, Antonio Rivera, Rey Rivera, Theresa Crisostomo Grace Petry, Darren Gutierrez, Franklin Gutierrez, Rico Arceo, Dennis Garcia	
13 September 2012	Privilege asserted (6 Guam Code Ann. §504(c))	Privilege asserted (6 Guam Code Ann. §504(c))	

A log of all communications between government employees and any member of the public, potential bidder, vendor or manufacturer which is in any way related to the procurement

Please see attached correspondence.



GUAM VISITORS BUREAU

50th ANNIVERSARY · 1963 - 2013

September 17, 2012

Mr. Darren Gutierrez
President
G-Crew Maintenance
PO Box 1724
Hagatna, Guam 96910

RE: GVB IFB 2013-001

Håfa Adai Mr. Gutierrez:

In response to your letter dated September 14, 2012, you stated that the language under Item #7.0 was unclear. However, your calculation of \$144.23 per week (6-day schedule) to sweep & blow the entire stretch on both sides of San Vitores from Bishop Flores Circle to Westin (including JFK and Old Australian Cable Roads) would amount to \$24 a day for this task. We do not believe this is a realistic figure.

To that end, GVB reserves the unqualified right, in its sole and absolute discretion, to reject any and all bids, or to accept that bid, if any, which in its sole and absolute judgment will, under all circumstances best serve GVB's interests.

Please be aware as well that where a potential offeror perceives an ambiguity in the invitation for bids, it is incumbent upon them to request clarification prior to the time set for receipt of bids.

Thank you for your efforts and understanding.

Senseramente',


Joann G. Camacho
General Manager



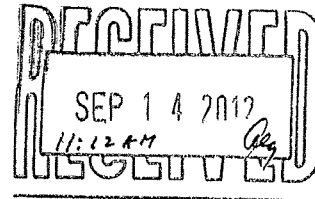
Maintenance



September 14, 2012

HAND DELIVERY

Joann G. Camacho
General Manager
Guam Visitors Bureau
401 Pale San Vitores Road
Tumon, Guam 96913



GUAM VISITORS BUREAU

RE: GVB IFB 2012-001

Hafa Adai Mrs. Joann Camacho:

Please accept this letter in response to your letter dated September 13, 2012 rejecting my Information for Bid offer of \$235, 000.00.

I would like to address item 7.0, "sweeping/blowing at roadway..." reflecting my bid schedule offer of \$7,500.00, offering a unit cost of \$144.23 which was calculated at a weekly rate and not a daily rate. Under the column "Quantity" I interpreted "ALL" as 52 weeks ($\$7,500 \div 52 = \144.23) based on the verbiage provided under the column "Frequency" (6x Per Week). I do not feel that the language under item 7.0 was clear and is open to interpretation. I still feel that I have the lowest bid offer based on my explanation of how I derived at my calculation and the total bid offer still stands at \$235, 000.00. I would like to ask that the board reconsider this rejection and hope my explanation helps resolve this matter.

Thank you in advance for your attention to this matter and I look forward to hearing from you soon.

Si Yu'us Ma'ase

/Darren Gutierrez/
Darren Gutierrez
President
Gcrew Maintenance

P.O. Box 1724, Hagatna, Guam 96910 | gcrewguam@gmail.com | 671-888-5271



GUAM VISITORS BUREAU

50th ANNIVERSARY · 1963 - 2013

September 13, 2012

Mr. Darren Gutierrez
President
G-Crew Maintenance
PO Box 1724
Hagatna, Guam 96910

RE: GVB IFB 2013-001

Håfa Adai Mr. Gutierrez:

Thank you for your response to my letter of September 12, 2012 concerning your ability to perform if awarded a contract in the referenced procurement.

I note that your bid schedule offers a total cost of \$7,500.00 at item 7.0, "sweeping/blowing at roadway. . ." As you know, this task must be performed 312 times during the contract year, see Item 7.0 on the bid schedule. In actuality, you have offered a unit cost of \$24.03 ($\$7,500.00 \div 312$) while your bid schedule reflects an offered unit cost of \$144.23. Were your bid to accurately reflect your offered unit cost (\$144.23), your total bid price would be \$272,499.76. This of course is not the lowest responsible and responsive offer. I conclude therefore that you have made an error in your bid. I conclude as well that this mistake is not minor and cannot be corrected without prejudice to other offerors.

Accordingly, your bid is rejected by the Guam Visitors Bureau. I hope you will understand that we do not take this action lightly. We recognize that potential vendors expend time and effort in preparing responses to solicitations. We appreciate your efforts herein and hope that you will seek to participate in future solicitations. We wish you the best.

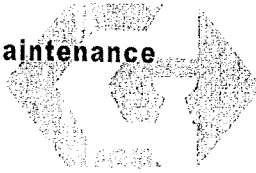
Senseramante',



Joann G. Camacho
General Manager



Maintenance



Rico,

Please see me.

September 12, 2012

RE: Tumon Landscaping Bid - IFB #2012-001

Thanks

HAND DELIVERY

Jeff

Guam Visitors Bureau
Attn: Doris Ada
401 Pale San Vitores Road
Tumon, Guam 96913

Hafa Adai Doris Ada:

In reference to your email dated September 9, 2012, please accept my written clarification on the following items addressed.

- 1. Item 8.1
 - a. Supervisor Rate: \$25.00 p/h
 - b. Labor Rate: \$20.00 p/h

- 2. Item 8.2
 - a. Backhoe Rate: \$250.00 p/h
 - b. Dump Truck Rate: \$250.00 p/h
 - c. Pickup Truck: \$100.00 p/h

~~\$55.55~~
~~\$12.50/HOUR~~
 EXTREMELY HIGH

- 3. Item 14.1
 - a. Supervisor Rate: \$25.00 p/h
 - b. Labor Rate: \$20.00 p/h

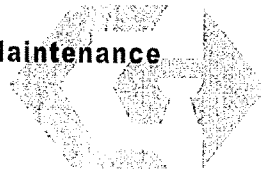
- 4. Item 14.2
 - a. Backhoe Rate: \$250.00 p/h
 - b. Bucket Truck Rate: \$250.00 p/h
 - c. Pickup Truck: \$100.00 p/h

~~\$85.00 (45 FEET REACH)~~
~~HOURLY~~
~~\$95.00/DAY - G2/HARF DY~~
~~F-150 FORD~~

5. Irrigation Technician: Gcrew Maintenance employs knowledgeable Irrigation Technicians who can properly assess and correct water irrigation issues. Please refer to Tab VI of the IFB for Contractor's License No. CLB11-0803 (C-27 Landscaping Contractor: A specialty contractor whose contracting



Maintenance



business is the execution of contracts requiring the ability to intelligently prepare plots of land for architectural horticulture and to provide decorative treatment and arrange gardens, lawns, shrubs, vines, bushes, trees and other decorative vegetation; construct conservatories, hot and green houses, drainage and sprinkler systems and ornamental pools, tanks, fabricate and place garden furniture, statuary and monuments in connection therewith.).

6. **Tree Trimming Experience:** Gcrew Maintenance has been in business since August 2008, and has maintained multiple Government, Commercial and Residential contracts. Please refer to Tab VI of the IFB for Contractor's License No. CLB11-0803 and Project Management List. Gcrew Maintenance currently maintains the GVB Highway Landscape Maintenance Project - IFB 2011-002.
7. **Adequate Staffing:** Gcrew Maintenance employs a staff of 20 plus personnel. Gcrew Maintenance currently maintains the GVB Highway Landscape Maintenance Project - IFB 2011-002 as well as maintains multiple Government, Commercial and Residential contracts providing services for extensive landscaping, tree trimming and care of ornamental plants. Please refer to Tab VI of the IFB for the Contractor's License No. CLB11-0803, Organization Chart and Project Management List.
8. **Commercial Pesticide Applicator #4 (Ornamental & Turf) & #6 (Right-of-Way):** Gcrew Maintenance possesses current certification in Basic Training (Core), Restricted Pesticides (Category: CO-7) and Basic Training-A (BT-A Class).

Guam Environmental Protection Agency

Basic Training (Core) Identification Card

Name	Identification No.
Michael Charfauros	0312-008
Nicholas Tydingco	0312-007
Ralph Marquez	0811-110
Jordan Ngiralmu	0811-096
Paul "Duce" Romias	0811-106

**Copies of Identification Cards provided*



Maintenance



**Guam Environmental Protection Agency
Application of Restricted Pesticides / CO-7**

Name	Identification No.
Jordan Ngiralmu	0312-008
Paul "Duce" Romias	1110-033C

**Copies of Identification Cards provided*

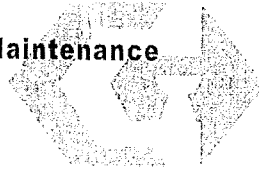
**Guam Environmental Protection Agency
Basic Training-A (BT-A) Qualification Identification Card**

Name	Identification No.
Darren Gutierrez	0312-2053
William Laurent	0312-2052
Simery Koni	0312-2047
Faraway Renuk	0312-2057
Ruth Tosima	0312-2048
Makario Raymond	0312-2049
Ponun Tosima	0312-2055
Akenes Onan	0312-2050
Masauo Ruda	0312-2051
Alfred Fred	0312-2056
Deruo Billimon	0312-2062
Brace Mony	0312-2061
Norbert Simi	0312-2059
Surely Ludwig	0312-2063
Pesa Tosima	0312-2058
Myleen Aizawa	0312-2054
Penri Hetin	0312-2060

**Copies of Identification Cards provided*



Maintenance



Should you have any additional questions regarding this matter, please don't hesitate to contact me at 487-5274 or email me at joeyjgutierrez@gmail.com.

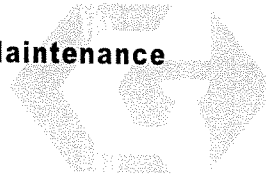
Si Yu'us Ma'ase,

A handwritten signature in black ink, appearing to read 'Joey Gutierrez'.

Joey Gutierrez
Project Manager
Gcrew Maintenance



Maintenance



September 12, 2012

RE: Tumon Landscaping Bid – IFB #2012-001

HAND DELIVERY

Guam Visitors Bureau
Attn: Doris Ada
401 Pale San Vitores Road
Tumon, Guam 96913

Hafa Adai Doris Ada:

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business is the execution of contracts requiring the ability to intelligently prepare plots of land for architectural horticulture and to provide decorative treatment and arrange gardens, lawns, shrubs, vines, bushes, trees and other decorative vegetation; construct conservatories, hot and green houses, drainage and sprinkler systems and ornamental pools, tanks, fabricate and place garden furniture, statuary and monuments in connection therewith.).

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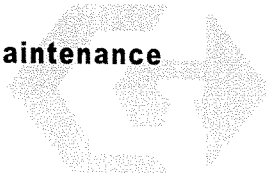
**Guam Environmental Protection Agency
Basic Training (Core) Identification Card**

Name	Identification No.
Michael Charfauros	0312-008
Nicholas Tydingco	0312-007
Ralph Marquez	0811-110
Jordan Ngiralmou	0811-096
Paul “Duce” Romias	0811-106

**Copies of Identification Cards provided*



Maintenance



**Guam Environmental Protection Agency
Application of Restricted Pesticides / CO-7**

Name	Identification No.
Jordan Ngiralmou	0312-008
Paul "Duce" Romias	1110-033C

**Copies of Identification Cards provided*

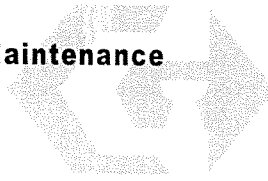
**Guam Environmental Protection Agency
Basic Training-A (BT-A) Qualification Identification Card**

Name	Identification No.
Darren Gutierrez	0312-2053
William Laurent	0312-2052
Simery Koni	0312-2047
Faraway Renuk	0312-2057
Ruth Tosima	0312-2048
Makario Raymond	0312-2049
Ponun Tosima	0312-2055
Akenes Onan	0312-2050
Masauo Ruda	0312-2051
Alfred Fred	0312-2056
Deruo Billimon	0312-2062
Brace Mony	0312-2061
Norbert Simi	0312-2059
Surely Ludwig	0312-2063
Pesa Tosima	0312-2058
Myleen Aizawa	0312-2054
Penri Hetin	0312-2060

**Copies of Identification Cards provided*



Maintenance



Should you have any additional questions regarding this matter, please don't hesitate to contact me at 487-5274 or email me at joeygutierrez@gmail.com.

Si Yu'us Ma'ase,

A handwritten signature in black ink, appearing to read 'Joey Gutierrez'.

Joey Gutierrez
Project Manager
Gcrew Maintenance

NO.	DESCRIPTION/BID ITEMS	FREQUENCY	QUANTITY	UNIT	UNIT COST	TOTAL COST
8.0	Repair of Irrigation System for Phase I & II	As Required	1	*Contingent Sum	\$10,000.00	\$10,000.00
8.1	Labor Rate for Repair Technician Note: Labor will be paid on an hourly basis as required.	*Hourly Rates: Supervisor: \$ <u>25.00 P/h</u> Labor: \$ <u>20.00 P/h</u>	N/A	N/A		
8.2	Equipment Rate Note: Equipment will be paid on an hourly basis as required.	*Hourly Rates: Backhoe: \$ <u>250.00 P/h</u> Dump trucks: \$ <u>250.00 P/h</u> Pick-up Truck: \$ <u>100.00 P/h</u>	N/A	N/A		
8.3	Material Cost Note: Materials shall be paid at cost upon submission of official receipt plus 35% mark-up		N/A	N/A		
9.0	Garbage Collection	Daily for 1 Year	ALL	Lump Sum (For One Year)	\$ 87.67	\$ 32,000.00
10.0	Routine Soil Analysis at all medians to determine quality of existing topsoil	Once Per Year	ALL	Lump Sum	\$ 1,500.00	\$ 1,500.00

NO.	DESCRIPTION/BID ITEMS	FREQUENCY	QUANTITY	UNIT	UNIT COST	TOTAL COST
11.0	Fertilizer Application for Groundcover and Shrubs	Once Per Quarter (4X Per Year)	4	Each Occurrence	\$ 750.00	\$ 3,000.00
12.0	Add Mulch at Medians	2X Per Year	2	Each Occurrence	\$ 750.00	\$ 1,500.00
13.0	Power Washing (Sidewalks, Benches, Trash Receptacles, Bus Stops, Curbs)	2X Per Year	2	Each Occurrence	\$ 1,500.00	\$ 3,000.00
14.0	Miscellaneous repair and/or replacement of landscape and hardscape items	As required	1	*Contingent Sum	\$30,000.00	\$30,000.00
14.1	Labor rates. Labor will be paid on an hourly basis as required.	Hourly Rates Supervisor: \$ 25.00 P/h Labor: \$ 20.00 P/h				
14.2	Equipment rates.	Hourly Rates Pickup truck \$ 100.00 P/h Bucket truck \$ 250.00 P/h Backhoe \$ 250.00 P/h				
14.3	Material Cost Note: Materials shall be paid at cost upon submission of official receipt plus 35% mark-up					
			Total Bid Price		\$ 235,000.00	

* The Contingent Sums shall be included in the Total Bid Price. No work shall commence and be charged to these Contingent Sums unless authorized in writing by GVB's General Manager or an authorized representative.

* Contractor to fill in hourly labor and equipment rates based on industry standards, including markup. Material shall be paid at cost plus 35% mark-up.

* Unit & Total Cost in the Bid Schedule shall include all contractor mark-ups and GRT.



Guam Environmental Protection Agency
Aghensian Proteksion Lina la Guahan

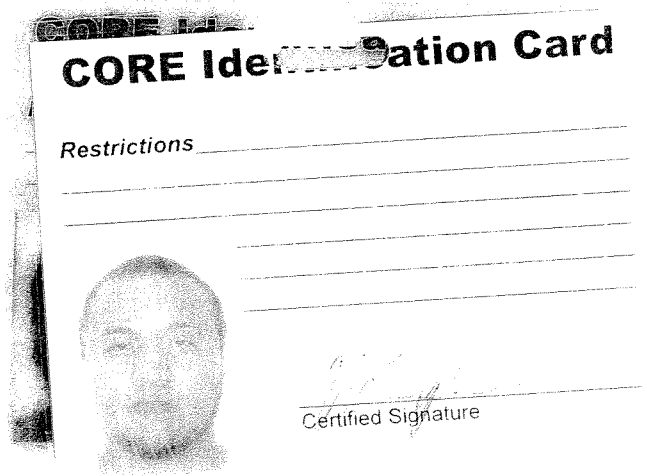
Basic Training (Core) Identification Card

This certifies that Nicholas Tydingco
has passed all the qualifications of the CORE training

Core Identification No 0312-007

03-09-12 Date Issued: 03-08-15 Expiration Date

[Signature] Certifying Officer [Signature] Administrator





Guam Environmental Protection Agency
Aghansian Priteksion Lina la Guahan

Basic Training (Core) Identification Card

This certifies that Michael Charfauros
has passed all the qualifications of the CORE training

Core Identification No. 0312-008

03-09-12
Date Issued:

03-08-15
Expiration Date:

[Signature]
Certifying Officer

[Signature]
Administrator

CORE Identification Card

Restrictions:



[Signature]
Certified Signature

CORE Identification Card

Restrictions _____



R. Marquez
Certified Signature



Guam Environmental Protection Agency
Ahensian Pruteksion Lina'la Guahan

Basic Training (Core) Identification Card

This certifies that Ralph Marquez
has passed all the qualifications of the CORE training

Core Identification No. CORE-0811-110

08-01-11 07-29-14
Date Issued: Expiration Date:

Paul V. Ellison *[Signature]*
Certifying Officer Administrator

CORE Identification Card

Restrictions _____



[Handwritten Signature]
Certified Signature



Guam Environmental Protection Agency

Ahensian Pruteksion Lina'la Guahan

Basic Training (Core) Identification Card

This certifies that Jordan Ngiralmu
has passed all the qualifications of the CORE training.

Core Identification No. CORE-0811-096

08-01-11 07-29-14
Date Issued: Expiration Date:

[Signature] *[Signature]*
Certifying Officer Administrator



Guam Environmental Protection Agency
APPLICATION OF RESTRICTED PESTICIDES

This certifies that Jordan Ngiralmu


of No Ka Oi
is authorized to purchase and use restricted pesticides subject to the conditions on the reverse side of this card.

Category CO-7 0312-008

Certification No.

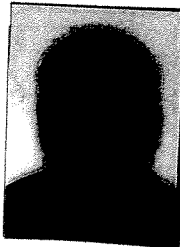
Date Issued 03-29-12 Expiration Date 03-28-15


Certifying Officer


Administrator

RESTRICTION

" VALID ONLY ON GUAM "




Certified Applicator Office



Guam Environmental Protection Agency
APPLICATION OF RESTRICTED PESTICIDES

This certifies that Paul "Duce" Romias

of No Ka Oi
is authorized to purchase and use restricted pesticides subject to the conditions on the reverse side of this card.

Category CO-7 Certification No. 1110-033C

Date Issued 11-13-10 Expiration Date 11-12-13

Paul D. Romias
Certifying Officer

[Signature]
Administrator



Guam Environmental Protection Agency
Ahensian Pruteksion Lina'la Guahan
BT-A Qualification Identification Card

This certifies that Darren Gutierrez
 has passed all the qualifications of the Basic Training -A (BT-A) class.

BT-A Identification No. 0312-2053

04-04-12 03-30-15
 Date Issued: Expiration Date

[Signature] [Signature]
 Certifying Officer Administrator



Guam Environmental Protection Agency
Ahensian Pruteksion Lina'la Guahan
BT-A Qualification Identification Card

This certifies that William Laurent
 has passed all the qualifications of the Basic Training -A (BT-A) class.

BT-A Identification No. 0312-2052

04-04-12 03-30-15
 Date Issued: Expiration Date

[Signature] [Signature]
 Certifying Officer Administrator



Guam Environmental Protection Agency
Ahensian Pruteksion Lina'la Guahan
BT-A Qualification Identification Card

This certifies that Faraway Renuk
 has passed all the qualifications of the Basic Training -A (BT-A) class.

BT-A Identification No. 0312-2057

04-04-12 03-30-15
 Date Issued: Expiration Date

[Signature] [Signature]
 Certifying Officer Administrator



Guam Environmental Protection Agency
Ahensian Pruteksion Lina'la Guahan
BT-A Qualification Identification Card

This certifies that Simery Koni
 has passed all the qualifications of the Basic Training -A (BT-A) class.

BT-A Identification No. 0312-2047

04-04-12 03-30-15
 Date Issued: Expiration Date

[Signature] [Signature]
 Certifying Officer Administrator



Guam Environmental Protection Agency
Ahensian Pruteksion Lina'la Guahan
BT-A Qualification Identification Card

This certifies that Ponun Tosima
 has passed all the qualifications of the Basic Training -A (BT-A) class.

BT-A Identification No. 0312-2055

04-04-12 03-30-15
 Date Issued: Expiration Date

[Signature] [Signature]
 Certifying Officer Administrator



Guam Environmental Protection Agency
Ahensian Pruteksion Lina'la Guahan
BT-A Qualification Identification Card

This certifies that Myleen Aizawa
 has passed all the qualifications of the Basic Training -A (BT-A) class.

BT-A Identification No. 0312-2054

04-04-12 03-30-15
 Date Issued: Expiration Date

[Signature] [Signature]
 Certifying Officer Administrator



Guam Environmental Protection Agency
Ahensian Pruteksion Lina'la Guahan
BT-A Qualification Identification Card

This certifies that Ruth Tosima
 has passed all the qualifications of the Basic Training -A (BT-A) class.

BT-A Identification No. 0312-2048

04-04-12 03-30-15
 Date Issued: Expiration Date

[Signature] [Signature]
 Certifying Officer Administrator



Guam Environmental Protection Agency
Ahensian Pruteksion Lina'la Guahan
BT-A Qualification Identification Card

This certifies that Masauo Ruda
 has passed all the qualifications of the Basic Training -A (BT-A) class.

BT-A Identification No. 0312-2051

04-04-12 03-30-15
 Date Issued: Expiration Date

[Signature] [Signature]
 Certifying Officer Administrator



Guam Environmental Protection Agency
Ahensian Pruteksion Lina'la Guahan
BT-A Qualification Identification Card

This certifies that Surely Ludwig
 has passed all the qualifications of the Basic Training -A (BT-A) class.

BT-A Identification No. 0312-2063

04-04-12 03-30-15
 Date Issued: Expiration Date

[Signature] [Signature]
 Certifying Officer Administrator



Guam Environmental Protection Agency
Ahensian Pruteksion Lina'la Guahan
BT-A Qualification Identification Card

This certifies that Norbert Simi
 has passed all the qualifications of the Basic Training -A (BT-A) class.

BT-A Identification No. 0312-2059

04-04-12 03-30-15
 Date Issued: Expiration Date

[Signature] [Signature]
 Certifying Officer Administrator



Guam Environmental Protection Agency
Ahensian Pruteksion Lina'la Guahan

BT-A Qualification Identification Card

This certifies that Brace Mony
has passed all the qualifications of the Basic Training -A (BT-A) class.

BT-A Identification No. 0312-2061

04-04-12 03-30-15
Date Issued: Expiration Date

[Signature] [Signature]
Certifying Officer Administrator



Guam Environmental Protection Agency
Ahensian Pruteksion Lina'la Guahan

BT-A Qualification Identification Card

This certifies that Makario Raymond
has passed all the qualifications of the Basic Training -A (BT-A) class.

BT-A Identification No. 0312-2049

04-04-12 03-30-15
Date Issued: Expiration Date

[Signature] [Signature]
Certifying Officer Administrator



Guam Environmental Protection Agency
Ahensian Pruteksion Lina'la Guahan

BT-A Qualification Identification Card

This certifies that Akenes Onan
has passed all the qualifications of the Basic Training -A (BT-A) class.

BT-A Identification No. 0312-2050

04-04-12 03-30-15
Date Issued: Expiration Date

[Signature] [Signature]
Certifying Officer Administrator



Guam Environmental Protection Agency
Ahensian Pruteksion Lina'la Guahan

BT-A Qualification Identification Card

This certifies that Alfred Fred
has passed all the qualifications of the Basic Training -A (BT-A) class.

BT-A Identification No. 0312-2056

04-04-12 03-30-15
Date Issued: Expiration Date

[Signature] [Signature]
Certifying Officer Administrator



Guam Environmental Protection Agency
Ahensian Pruteksion Lina'la Guahan

BT-A Qualification Identification Card

This certifies that Deruo Billimon
has passed all the qualifications of the Basic Training -A (BT-A) class.

BT-A Identification No. 0312-2062

04-04-12 03-30-15
Date Issued: Expiration Date

[Signature] [Signature]
Certifying Officer Administrator



Guam Environmental Protection Agency
Ahensian Pruteksion Lina'la Guahan

BT-A Qualification Identification Card

This certifies that Penri Hetin
has passed all the qualifications of the Basic Training -A (BT-A) class.

BT-A Identification No. 0312-2060

04-04-12 03-30-15
Date Issued: Expiration Date

[Signature] [Signature]
Certifying Officer Administrator



Guam Environmental Protection Agency
Ahensian Pruteksion Lina'la Guahan

BT-A Qualification Identification Card

This certifies that Pesa Tosima
has passed all the qualifications of the Basic Training -A (BT-A) class.

BT-A Identification No. 0312-2058

04-04-12 03-30-15
Date Issued: Expiration Date

[Signature] [Signature]
Certifying Officer Administrator



Doris Ada <doris.ada@visitguam.org>

TUMON LANDSCAPING BID - URGENT REQUEST NEEDED BY 9/11/12

1 message

Doris Ada <doris.ada@visitguam.org>

Mon, Sep 10, 2012 at 1:55 PM

To: G-Crew Maintenance / Darren Gutierrez <gcrewguam@gmail.com>

Hafa Adai Darren:

I sent an earlier inquiry a few minutes ago but the following are more complete questions from the evaluation committee. Please provide an answer by September 11th, 5:00 PM (Guam time) as we need to finalize all bid evaluations that were submitted to GVB.

Thanks,

doris

Please provide clarification on the following:

(1) Item 8.2 & 8.2 - what are the hourly rates for Supervisor, Labor, Backhoe, Dump Truck and Pick-up Truck?

(2) Item 14.1 & 14.2 - that are the hourly rates for Supervisor, Labor, Backhoe, Dump Truck and Pick-up Truck?

(3) Does G-Crew have a knowledgeable irrigation technician who can properly assess and correct water irrigation issues? Please provide documentation of technician's experience.

(4) What is G-Crew's tree trimming experience - does your crew have adequate training to properly trim trees? Please provide documentation of crew's experience.

(4) Does G-Crew have adequate manpower to properly handle extensive trimming of ornamental plants? Please list personnel and their experience with trimming ornamental plants.

(5) The General Provisions state: "Contractor must retain certification in Commercial Pesticide Applicator categories #4 (Ornamental and Turf) and #6 (Right-of-Way)" Does G-Crew have a certified pesticide applicator required to perform extensive application of pesticide and fertilizer chemicals? Please provide name of person and their certification.

We need your response as soon as possible and appreciate your cooperation.

Regards,

Doris Ada

Special Projects & Membership Officer

Regards,



Doris Ada <doris.ada@visitguam.org>

TUMON LANDSCAPING MAINTENANCE IFB

1 message

Doris Ada <doris.ada@visitguam.org> Fri, Sep 7, 2012 at 10:39 AM
 To: Joann Camacho <joann.camacho@visitguam.org>, Rose Cunliffe <rose.cunliffe@visitguam.org>, Jon Nathan Denight <nathan.denight@visitguam.org>
 Cc: TGE / Jeff Miller <jeffm@tg-engr.com>, TGE / Rico Arceo <ricoa@tg-engr.com>, TGE / Dennis Garcia <dennisg@tg-engr.com>

Hafa Adai Everyone:
 Based on the attached letter, the lowest bidder, G-Crew, meets the bidding requirements and therefore will be awarded the project.
 Thanks,
 Doris

----- Forwarded message -----
 From: <fisherassociates@teleguam.net>
 Date: Fri, Sep 7, 2012 at 10:30 AM
 Subject: Re: TUMON LANDSCAPING MAINTENANCE IFB
 To: Doris Ada <doris.ada@visitguam.org>

Lease see attached letter. R/ TJF

>> > Hafa Adai Tom:
 >> > I thought you might want to review the other three bids in order to
 >> > understand and clarify Items #2 & #7. I have a concern about #7 where
 >> > the
 >> > quantity varies amongst the bidders.
 >> > By the way, when can we expect an opinion from you?
 >> > Thanks,
 >> > Doris
 >> >
 >> > On Wed, Sep 5, 2012 at 4:41 PM, Doris Ada <doris.ada@visitguam.org>
 >> > wrote:
 >> >
 >> >> Hafa Adai Tom:
 >> >> Opening for the TLM Bids occurred August 31st. However, upon careful
 >> >> evaluation, there are concerns which we believe require legal
 >> >> clarification
 >> >> before the lowest bid is accepted or rejected. Please refer to the
 >> >> attached Bid Schedule of the lowest bidder.
 >> >>
 >> >>
 >> >> We appreciate your clarification of the following:
 >> >>
 >> >> 1. *The bid schedule is incomplete as it does not list the hourly
 >> >> rates
 >> >> for Items 8.1, 8.2, 14.1, and 14.2 *



Doris Ada <doris.ada@visitguam.org>

RE: TLM Bid Evaluation

1 message

Jeff Miller <jeffm@tg-engr.com>
To: Doris Ada <doris.ada@visitguam.org>
Cc: "TG Engineers, Rico Arceo" <ricoa@tg-engr.com>

Wed, Sep 5, 2012 at 2:55 PM

Doris,

I recommend not sending anything to G-Crew until legal counsel has commented on whether the bid can be considered for acceptance or is rejected. There is no need for G-Crew to clarify Items 2 and 7 if their bid is rejected.

If the bid can be accepted, you can send an e-mail to G-Crew for clarification but it is likely the response will not be adequate. It is better and customary to have a short meeting to go thru Items so there is a full discussion on what they understood the work to be with the chance for follow-up questions.

I recommend you send G-Crew's entire bid schedule to legal counsel and ask them if leaving the rates for labor and equipment blank requires rejection of the bid or if GVB has some latitude on whether to accept the bid. If you have latitude on accepting the bid, then ask what is the proper procedure for getting the missing rates from G-Crew.

Regards,

Jeff Miller PE, CSI, CCCA
Chief Engineer, Construction Management
TG Engineers, PC
125 Tun Jesus Crisostomo St., Ste. 206
Tamuning, Guam 96913-3551
jeffm@tg-engr.com
671-647-0808 Office
671-888-1327 Cell
671-647-0886 Fax

From: Doris Ada [mailto:doris.ada@visitguam.org]
Sent: Wednesday, September 05, 2012 2:28 PM
To: Jeff Miller
Cc: TG Engineers, Rico Arceo
Subject: Re: TLM Bid Evaluation

Hafa Adai Jeff:

Thanks for your input. Please let me know if the following is adequate response to G-Crew's IFB. I assume that Concerns #1 & #2 would be addressed to legal counsel and not G.Crew.

I would like to e-mail the following before the end of the day:

Hafa Adai Darren:

Please clarify the following items concerning the TLM Bid Schedule submitted by G-Crew on August 31, 2012.

1. ITEM 2.0 - Grass cutting & edging @ 2x/mo (24X/yr) - Please clarify what scope of work was included in determining the unit price of \$4,291.67.

2. ITEM 7.0 - Sweeping/blowing @ roadway, turning lanes, sidewalks, curbs/gutters - Please clarify what scope of work was included in determining the unit price of \$144.23

Regards,

Doris Ada

I will put something together for our legal counsel to review without having to send him the entire bid schedule. Please advise correct manner in which I should handle or call if necessary.

Thanks,

Doris

On Wed, Sep 5, 2012 at 11:39 AM, Jeff Miller <jeffm@tg-engr.com> wrote:

Doris,

We have reviewed the four bid packages. All required forms were submitted by the four bidders. The bid schedules were not strictly filled out properly by the bidders for the Lump Sum items, but GVB has the right to waive these imperfections since it is clear what the bidders' intent was.

We have no concerns with the bid schedules from LMS, Guam Tropical, and JJ Global. We have three concerns with the bid schedule from G-Crew.

1. The bid schedule is incomplete as it does not list the hourly rates for Items 8.1, 8.2, 14.1, and 14.2. A note at the end of the bid schedule clearly states the labor and equipment rates are to be filled in.
2. The unit price for Item 2 is considerably higher than the other bids. It should be clarified with the bidder on

- what scope of work was included in determining the unit price.
3. The total cost for Item 7 is considerably lower than the other bids. It should be clarified with the bidder on what scope of work was included in determining the unit price.

There are likely reasonable explanations for the pricing of Concerns 2 and 3 as the bidders shift costs differently between pay items. However, it should be confirmed there is no basic misunderstanding of the scope or work to be performed.

Concern 1 could possibly be grounds for rejecting the bid as the bid schedule is incomplete. Item 8 is for repair of the irrigation system, which will most likely be required based on past history. Item 14 is for miscellaneous repairs and replacements, which also is likely to be needed. Even though there are contingent sum amounts already established for these two items, it is important to know what the bidder will charge per hour for labor and equipment. If the rates are substantially higher than the other bidders then the contingent sum amount can be exhausted quicker leaving GVB with the option to either find more money to do work under these items or have to postpone work until the next fiscal year. We recommend you contact your attorney to get an opinion on whether the missing rates are cause for rejection of the bid, or if the bidder should be asked to provide them. It should be noted to the attorney if G-Crew has seen the labor and equipment rates of the other bidders as this would give them an unfair advantage to submit rates after the fact.

Regards,

Jeff Miller PE, CSI, CCCA
Chief Engineer, Construction Management
TG Engineers, PC
125 Tun Jesus Crisostomo St., Ste. 206
Tamuning, Guam 96913-3551
jeffm@tg-engr.com
671-647-0808 Office
671-888-1327 Cell
671-647-0886 Fax

From: Rico Arceo [mailto:ricoa@tg-engr.com]
Sent: Wednesday, September 05, 2012 9:11 AM
To: 'Jeff Miller'
Subject: FW: TLM

From: Doris Ada [mailto:doris.ada@visitguam.org]
Sent: Wednesday, September 05, 2012 8:42 AM
To: TGE / Rico Arceo
Subject: TLM

--

Hafa Adai Rico:

Attached is the BidEvalFY13 which includes a column for TGE comments. I am most curious about Item #7 which may make or break the final bid proposal.

Thanks!

Regards,

Doris Ada
Special Projects & Membership Officer

GUAM VISITORS BUREAU
401 Pale San Vitores Road | Tumon, Guam 96913 | (671)
648-1492
dada@visitguam.org | www.visitguam.org Like us on
Facebook

--

Hafa Adai

Sound recordings of all pre-bid conferences; negotiations arising from a request for proposals and discussions with vendors concerning small purchase procurement

Please note, this procurement was made as an invitation for bids and not a request for proposals. A pre-bid conference was held on 13 August 2012. A sound recording was not made of that conference but see attached conference report, agenda, and record of attendance.

**Pre-Bid
Conference
August 13, 2012**



Doris Ada <doris.ada@visitguam.org>

TUMON LANDSCAPING BID

1 message

Doris Ada <doris.ada@visitguam.org>

Mon, Aug 13, 2012 at 4:05 PM

To: TGE / Rico Arceo <ricoa@tg-engr.com>

Cc: Joann Camacho <joann.camacho@visitguam.org>, Jon Nathan Denight <nathan.denight@visitguam.org>, Miranda Munoz <miranda.munoz@visitguam.org>, Garrett Aguon <garrett.aguon@visitguam.org>, Emily Quinata <emily.quinata@visitguam.org>

Bcc: G4S/Vincent Walker <vincent.walker@gu.g4s.com>, Guam Cleaning Masters/Alex Thomas <guamcleaningmasters@yahoo.com>, Guam Tropical Landscaping/Tony Rivera <gtli@guam.net>, JJ Global /Grace Petry <jjglobal54@yahoo.com>, Landscape Management/ Bob Salas <lms@guam.net>, "Royal Sanitation/H.Y. Sun" <apiusa@guam.net>, ServiceMaster/John Arroyo <jarroyo@servicemaster.com>

Hafa Adai TLM Bidders:

GVB will conduct an inspection tomorrow, Tuesday, August 14th, beginning promptly at 11:00 a.m. Please note that the van can only accommodate 1 representative per company.

As a reminder, GVB will respond to all questions, however, questions must be submitted in writing.

Thank you for your cooperation.

Regards,
Doris Ada
Special Projects & Membership Officer

GUAM VISITORS BUREAU

401 Pale San Vitores Road | Tumon, Guam 96913 | (671) 648-1492
dada@visitguam.org | www.visitguam.org Like us on Facebook

FY13 TUMON LANDSCAPE MAINTENANCE PROJECT

GVB Conference Room

August 13, 2012 / 3:00 P.M.

PRE-BID CONFERENCE REPORT

ATTENDEES

GVB: Joann Camacho, Nathan Denight, Doris Ada

TGE: Rico Arceo

Prospective Bidders:

1. G4S: Vincent Walker
2. Guam Cleaning Masters: Alex Thomas, Angel Rosalin, Tui Lalohea
3. Guam Tropical Landscaping: Antonio Rivera, Rey Rivera
4. JJ Global Services: Grace Petry
5. LMS: Theresa Crisostomo

SUMMARY:

1. Call to Order: 3:20 P.M.
2. Total Bid Packets picked up: Seven
3. Total prospective company bidders present: Five
4. GVB informed all bidders that questions must be submitted in writing upon which GVB will issue an Addendum as a response.
5. Issues discussed at Pre-Bid Conference:
 - a. *Issue:* Wage Determination Act (P.L. 26-111) was not included in bid packet.
GVB Response: GVB will issue as Addendum to all bidders.
Note: Bid schedule must reflect proper wage and additional \$3.71. According to GovGuam Dept. of Labor, in addition to the Wage Determination Rate, an additional \$3.71 per hour is required for health and welfare (paid by employer if medical insurance is not provided). If medical insurance is provided, employer has to average a premium of \$643/month or \$7,716.80/year (\$3.71 x 2,080 hours based on 40 hour work week). If premium cost is lower than \$643/month, employer must pay employee the difference.
 - b. *Issue:* Will there be adjustment in the contract cost in the event there of labor wage increase, fuel escalation, etc.
GVB Response: GVB will make contract adjustments as deemed necessary.
 - c. *Issue:* Safety/Quality Control Plan was not required in the bid packet,
GVB Response: Each company shall be responsible for the QC Plan.
 - d. Inspection scheduled for interested bidders on August 14th, 11:00 a.m.
6. Meeting adjourned at 3:50 P.M.

FY13 TUMON LANDSCAPE MAINTENANCE PROJECT
PRE-BID CONFERENCE
AGENDA
for GVB/TGE use

GVB Conference Room
August 13, 2012 / 3:00 P.M.

Invitation for Bid:

- a. Questions shall be addressed to the Guam Visitors Bureau (GVB) and shall be entertained until 5:00 p.m., Friday, August 17, 2012.
- b. Timeline:
August 17th 5:00 P.M. - deadline for bidders to submit questions
August 20th GVB to respond to questions
August 31st 3: 00 P.M. - deadline to submit bids, 3:10 P.M. Bid Opening

Others Points:

- a. Contract is from Bishop Flores Rotunda to Hotel Nikko, including JFK and Australian Cable Roads.
- b. Inspector for contract is TG Engineers: Rico Arceo and Dennis Garcia.
- c. The contract up for bid is for a one-year period with the option to renew up to two years.
- d. Contractor must bid on all line items in the Bid Schedule, otherwise the bid will be considered non-responsive and will be rejected.
- e. Estimated quantities are approximate only. It is the responsibility of the Contractor to determine the actual quantity of each item in the bid schedule and adjust its bid cost accordingly.
- f. Contractors are to include their Equipment List Sheet as part of their bid and Quality Control/Safety Plan.
- g. Contractor is required to follow Gershman, Brickner and Bratton's (GBB) landfill disposal methods and any modifications to the requirements that are issued by GBB during this contract. Any changes to the disposal methods that create additional costs to the Contractor are subject to a potential change order.
- h. The contract is 100% funded by GVB through the Tourist Attraction Fund.
- i. The contract will commence effective October 1, 2012.

TUMON LANDSCAPING MAINTENANCE

Point #1:

Route for TLM Project: Bishop Flores Rotunda to Hotel Nikko.

Point #2:

Inspector for project is TGE.

Point #3:

Quality Control Plan is required as part of the bid.

Point #4:

All questions must be submitted to GVB in writing. GVB's response will be an addendum that must be included in the bid packet.

Point #5:

What if typhoon or extreme weather conditions or severe flooding damages landscaping who shall bear the expenditures of these damages?

GVB has arbitrarily made available a \$5,000 contingent sum for such eventualities. Also, the Contractor is allowed 'to make-up workdays postponed for all areas by assisting with additional clean-up of debris usually associated with (such) inclement weather. No additional compensation will be allowed the Contractor for any make-up maintenance work'. (see Pg. TS-13, sub-section 1)

Point #6:

What happens during rainy season when there is actually a dry period and grass cutting is required only 2X per month instead of required 3X per month. Is that amount subtracted from total manpower hours or monthly billing?

Amount of work not performed for a dry period shall be subtracted from the contractor's monthly invoice.

Point #7:

When is water blasting to be performed?

Any time other than peak pedestrian and vehicular traffic hours are as follows: Morning Peak Time: 07:00 a.m. – 9:00 a.m. Afternoon Peak Time: 4:30 p.m. – 6:30 p.m.

Point #8:

Is there available water source for waterblasting?

At areas with operable irrigation, there are coupling valves to provide water. At areas with inoperable irrigation, there are no coupling valves and under such circumstances, a water tank is necessary. There is not water meter between DFS and Westin.

Point #9:

Garbage collection.

a) Any and all trash and/or garbage collected along the designated areas of responsibility and all trash receptacles placed along the roadways of Tumon. Contractor shall provide trash liners. (See Pg. TS-1, sub-section 2 & Pg. TS-10, 'Cleanup and Litter Removal' & Pg. GP-8, sub-section b)

b) Contractor is charged with disposal of all collected trash/garbage using their own collection methods and receptacles. (see Pg. TS-1, sub-section 5)

TUMON LANDSCAPE MAINTENANCE PROJECT
 GVB Pre-Bid Conference / GVB Office
 August 13 2012

	CONTRACTOR/COMPANY	NAME	PHONE	FAX
1	URS Guam	THELISA CRISO SPINO	Cell: Office: 647-2617 x102	647-2610
2	GXS	VINCENT WALKER	Cell: 988-4493 Office: 688-9233/75	696-8119
3	Gm	Twi lolohua	Cell: Office: 888 1760	
4	Guam Tropical Landscaping	Antonio Rivera	Cell: 888-2241 Office: 646-7682	647-8755
5	do -	Rey Rivera	Cell: 687-4600 Office: 646-8750	647-8755
6	GRACE / JJ Global SERVICES <small>Property</small>		Cell: 632-1179 Office: 633-2606	632-3556
7	Guam Cleaning Masters	Angel Jacalin	Cell: 727-2777 Office: 646-2002	646-4707
8	Guam Cleaning Masters	Mr. Alex Thomas	Cell: 483-1111 Office: 646-2002 / 646-2012-13	646-4707
9	TA TG ENGINEERS, PC	RICO ARCEO	Cell: 898-0886 Office: 647-0808	647-0886

Email
 8/20/12
 4:19



Brochures and submittals of potential vendors, manufacturers or contractors, and all drafts, signed and dated by the draftsman, and other papers or materials used in the development of specifications

No brochures or other submittals were made in the development of specifications.

The requesting agency's determination of need

The Guam Visitors Bureau determined a need for a procurement of landscaping in the Tumon area as the preceding contract was expiring. No formal determination of need was made other than that as outlined in the solicitation attached.

**Invitation for Bid
Tumon Landscape Maintenance**



IFB #2012-001

**Prepared by the
GUAM VISITORS BUREAU
401 Pale San Vitores Road
Tumon, Guam 96913
Phone: 646-5278/9 Fax: 646-8861**

August 2012

**TUMON LANDSCAPE MAINTENANCE PROJECT
IFB# 2012-001**

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Bidder must submit his proposal on the forms furnished by GVB. All blank spaces on the Proposal Forms and Bid Schedule must be correctly filled in for each and every item where a quantity is given. In case of an error in the extension or prices, unit price will govern.

A conditional or qualified bid will not be accepted. The proposal signatory must initial all erasures or other changes in the proposal.

Bidder shall sign his proposal in the blank space provided therefore. If proposal is made by a partnership or corporation, name and address of the partnership or corporation shall be shown together with names and addresses of the partners or officers. If proposal is made by a partnership, it shall be signed by one of the partners; if made by a corporation, it shall be signed by one of the officers thereof.

6. LATE BIDS AND MODIFICATIONS OF WITHDRAWALS

Bids and modifications or withdrawals thereof received at GVB designated in the Invitation for Bid after the exact time set for opening of bids will not be accepted.

Bids may be withdrawn by written or telegraphic request received from bidders prior to the time set for opening bids.

7. RIGHT TO ACCEPT AND REJECT BIDS

GVB reserves the unqualified right, in its sole and absolute discretion, to reject any and all bids, or to accept that bid, if any, which in its sole and absolute judgment will, under all circumstances, best serve GVB's interests. GVB may also reject any bids from companies in which GVB is not satisfied that they are properly qualified to carry out the obligations of the contract and the work described therein. In the event that the successful bidder fails to execute contract upon his part or to furnish satisfactory surety upon the bond, the GVB, after declaring the security deposit of such bidder forfeited, reserves the option to accept the bid of the second ranked bidder within ten (10) days from such default, in which case such acceptance shall have same effect as to such bidder as though he were the originally successful bidder.

8. BID GUARANTEE

Bids shall be accompanied by a bid guarantee of not less than fifteen percent (15%) of the amount of the bid, which may be a Bid Bond (form enclosed) certified check or cashier's check, made payable to the GVB. Attorneys-in Fact who sign bid bonds shall file with each bond a certified and effective dated copy of their Power of Attorney.

Such bid bond or check shall serve to guarantee:

(a) that the bidder shall not withdraw his bid for a period of 60 days after the scheduled closing time for the receipt of bids;

(b) that if his bid is accepted, he will enter into a formal contract with GVB, in accordance with the contract for Services included as part of the Contract Documents. In the event of withdrawal of said bid within said period, or failure to enter into said contract and give said

bonds within fifteen (15) days after he has received notice of the acceptance of his bid, bidder shall be liable to GVB for the full amount of the bid guarantee as representing damage to the GVB on account of the default of the bidder in any particular case hereof.

Bid guarantee shall be returned to all except the three lowest bidders within three (3) days after formal opening of bids. Remaining Bid Bonds and check will be returned to the three lowest bidders within forty-eight (48) hours after GVB and the accepted Bidder have executed an Intent to Award the contract by the GVB.

A surety company holding a certificate of authority from the United States Secretary of Treasury or from a company acceptable to the GVB shall execute guarantee Bonds. Checks or money order submitted as a bid guarantee shall be made payable to the Guam Visitors Bureau.

9. **ALL OR NONE BIDS**

Only all or none bids will be accepted. Contractors that do not enter a bid amount for every bid item will be deemed non-responsive and their bids will not be accepted. Only one Contractor will be awarded the contract.

10. **DISCLOSURE OF MAJOR SHAREHOLDERS AFFIDAVIT**

As a condition of bidding, any partnership, sole proprietorship or corporation doing business with the Government of Guam shall submit an affidavit executed under oath that lists the name and address of any person who has held more than fifteen percent (15%) of the outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve (12) month period immediately preceding submission of a bid. The affidavit shall contain the number of shares or the percentage of all assets of such partnership sole proprietorship or corporation which have been held by each such person during the twelve (12) month period.

In addition, affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid or the bidder and shall also contain the amounts of any such commission, gratuity or other compensation. Affidavit shall be open and available to the public for inspection and copying.

All bidders are required to submit a current affidavit in the form attached disclosing required information. Failure to do so will mean disqualification and rejection of the bid.

11. **NON-COLLUSION AFFIDAVIT/CONFLICT OF INTEREST DISCLOSURES**

By submitting an offer, the offeror certifies that the price submitted was independently arrived at without collusion. Offerors must submit a non-collusion affidavit and conflict of interest disclosures in the form provided with this Invitation for Bids. Failure to submit said affidavit and disclosures shall result in the offeror's proposal to be deemed non-responsive to this procurement.

12. RESTRICTION AGAINST CONTRACTORS EMPLOYING CONVICTED SEX OFFENDERS FROM WORKING AT GOVERNMENT OF GUAM VENUES

The offeror must submit with their proposal an affidavit (see attached) acknowledging their responsibilities under Guam statute 5 Guam Code Ann. § 5253. Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues. Per this statute, the offeror must affirm that:

1. that no person providing services on behalf of the contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and
2. that if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.

13. METHOD OF AWARD

This contract shall be awarded based on a review of the bid package submittal items listed in Section 5 above. In determining the lowest, responsive, responsible bidder, the Contracting Officer shall be guided by the following:

- a. Quality of performance of the bidder with regards to awards previously made to him.
- b. The ability, capacity and skill of the bidder to perform based on their bid documents.
- c. Character, integrity, reputation, judgment, experience, and efficiency of the bidder.
- d. Previous and existing compliance by bidder with laws and regulations relative to procurement.
- e. The sufficiency of the financial resources and ability of the bidder to perform.

14. CONTRACT TIME

Contract period for the work under this project is as stated in the Technical Specifications.

15. LIQUIDATED DAMAGES

It is understood and agreed that liquidated damages shall be assessed against the Contractor for non-performance in accordance with the Liquidated Damages clause in the contract.

16. CONTRACT SECURITY

The successful bidder shall be required to furnish a bid bond amounting to fifteen percent (15%) of the total bid submitted.

17. **STATUTORY REQUIREMENTS**

The Contractor and any subcontractors employed in completion of the project shall comply with all applicable and Federal and local laws.

18. **NOTICE OF LOCAL PREFERENCE**

In accordance with 5 Guam Code Ann. §5008, please take notice that the Guam Visitors Bureau will apply a local preference to this procurement. Accordingly, offerors requesting such a preference should do so in writing, and as part of their offer.

19. **REPRESENTATION REGARDING GRATUITIES AND KICKBACKS**

(a) Gratuities. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract; or to any solicitation or proposal therefor.

(b) Kickbacks. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

20. **PROHIBITION AGAINST CONTINGENT FEES**

(a) Contingent Fees. It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a territorial contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

(b) Representation of Contractor. Every person, before being awarded a territorial contract, shall represent, in writing, that such person has not retained anyone in violation of Subsection (a) of this Section. Failure to do so constitutes a breach of ethical standards.

21. **REPRESENTATION REGARDING ETHICAL STANDARDS FOR GOVERNMENT EMPLOYEES AND FORMER GOVERNMENT EMPLOYEES**

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

22. **CANCELLATION OF THIS INVITATION FOR BIDS**

Please take note that this Invitation for Bids may be cancelled as provided in Guam procurement law and Guam procurement rules and regulations. Prospective offerors are directed to review relevant law, statute and regulation and particularly 2 Guam Admin. R. & Reg. §3115.

23. **WAGE AND BENEFIT DETERMINATION**

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

(b) The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply. In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

24. **ACKNOWLEDGEMENT OF RECEIPT OF AMENDMENTS**

Potential offerors are advised that this Invitation for Bids may, from time to time be altered or supplemented by amendments. Each and all such amendments must be acknowledged by the potential offeror. Failure to do so may result in an offer being deemed non-responsive.

*** END OF NOTICE/INSTRUCTIONS TO BIDDERS ***

PROPOSAL

Date: _____

Gentlemen:

The undersigned (hereafter called the Bidder),

_____, organized and/or (Corporation, Partnership or Individual) licensed to do business under the laws of the Government of Guam hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the performance of the

TUMON LANDSCAPE MAINTENANCE

all in accordance with the Bid Documents for the prices stated in the itemized proposal form attached hereto, plus any and all sums to be added and/or deducted resulting from all extra and/or omitted work in accordance with the unit and/or lump sum prices stated in the itemized Proposal form attached hereto.

The undersigned has visited and inspected the location of the proposed work, and reviewed the Bid Documents and is familiar with and knowledgeable of the local conditions at the place where the work is to be performed.

The Proposal Guarantee attached, with our endorsement, in the sum of not less than fifteen percent (15%) of the amount of the Proposal, is furnished to GVB as a guarantee that the Agreement will be executed within fifteen (15) days after award of the Contract to the undersigned. In the event that this Proposal is accepted, and the undersigned bidder shall fail to execute the contract under the conditions and within the time specified in this Proposal, the Proposal Guarantee shall be forfeited, as liquidated damages for the delay and additional work and costs caused thereby in obtaining another bidder, said amount being beforehand determined as being reasonable and containing no penalties.

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within sixty (60) days after the opening thereof, the undersigned agrees to execute the form of Agreement included as one of the Contract Document, within fifteen (15) days after receipt of such notice.

If awarded the Contract, the undersigned agrees to perform the work for the duration of the contract period and any extensions thereto upon commencement of the contract time as defined in the Technical Specifications of the Contract.

The undersigned understands that the GVB reserves the right to reject any or all Bids or to waive any informality or technicality in any Bid in the interest of the GVB.

Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this bid or any other bid or the submitting of bid for the contract for which this bid is submitted.

RESPECTFULLY SUBMITTED BY:

(CONTRACTOR)

(BY)

(TITLE)

(BUSINESS ADDRESS)

BID FORM

**PROJECT: TUMON LANDSCAPE MAINTENANCE
PALE SAN VITORES ROAD**

**TO: General Manager
Guam Visitors Bureau
Tumon, Guam**

Dear Sir:

The undersigned bidder, having examined all pertinent Contract Documents relating to the Invitation for Bid dated August 2012, proposes to provide all labor, materials, equipment, tools, appliances, transportation, storage and items incidental to completing all work based on the Proposal and Bid Schedule consisting of the combination of lump sum and unit price items for the following sum of:

Performance as per Bid Documents and Bid Schedule for one year (Base Bid):

_____ Dollars (\$_____)

(TOTAL OF MATERIALS AND LABOR AND ALL OTHER COSTS)

Bidder hereby further agrees to commence work under this Contract on the date specified in the specifications upon receipt of a written "Notice to Proceed" by GVB and to fully complete the work designated for performance within the time stipulated in the Contract Documents. Bidder further agrees to pay liquidated damages in accordance with Division II of the Technical Specifications.

By submission of this bid, each bidder and each person signing on behalf of any bidder and in the case of a joint bid each party thereto certified as to its own organization, certifies and affirms as true to the best of his knowledge and belief:

- a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any other matter relating to such prices with any other bidder or with any competitor.
- b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder or to any competitor; and no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Bidder must submit his proposal on the forms furnished by GVB. All blank spaces on the Proposal Forms and Bid Schedule must be correctly filled in for each and every item where a quantity is given. In case of an error in the extension or prices, unit price will govern.

A conditional or qualified bid will not be accepted. The proposal signatory must initial all erasures or other changes in the proposal.

Bidder shall sign his proposal in the blank space provided therefore. If proposal is made by a partnership or corporation, name and address of the partnership or corporation shall be shown together with names and addresses of the partners or officers. If proposal is made by a partnership, it shall be signed by one of the partners; if made by a corporation, it shall be signed by one of the officers thereof.

6. LATE BIDS AND MODIFICATIONS OF WITHDRAWALS

Bids and modifications or withdrawals thereof received at GVB designated in the Invitation for Bid after the exact time set for opening of bids will not be accepted.

Bids may be withdrawn by written or telegraphic request received from bidders prior to the time set for opening bids.

7. RIGHT TO ACCEPT AND REJECT BIDS

GVB reserves the unqualified right, in its sole and absolute discretion, to reject any and all bids, or to accept that bid, if any, which in its sole and absolute judgment will, under all circumstances, best serve GVB's interests. GVB may also reject any bids from companies in which GVB is not satisfied that they are properly qualified to carry out the obligations of the contract and the work described therein. In the event that the successful bidder fails to execute contract upon his part or to furnish satisfactory surety upon the bond, the GVB, after declaring the security deposit of such bidder forfeited, reserves the option to accept the bid of the second ranked bidder within ten (10) days from such default, in which case such acceptance shall have same effect as to such bidder as though he were the originally successful bidder.

8. BID GUARANTEE

Bids shall be accompanied by a bid guarantee of not less than fifteen percent (15%) of the amount of the bid, which may be a Bid Bond (form enclosed) certified check or cashier's check, made payable to the GVB. Attorneys-in Fact who sign bid bonds shall file with each bond a certified and effective dated copy of their Power of Attorney.

Such bid bond or check shall serve to guarantee:

(a) that the bidder shall not withdraw his bid for a period of 60 days after the scheduled closing time for the receipt of bids;

(b) that if his bid is accepted, he will enter into a formal contract with GVB, in accordance with the contract for Services included as part of the Contract Documents. In the event of withdrawal of said bid within said period, or failure to enter into said contract and give said

bonds within fifteen (15) days after he has received notice of the acceptance of his bid, bidder shall be liable to GVB for the full amount of the bid guarantee as representing damage to the GVB on account of the default of the bidder in any particular case hereof.

Bid guarantee shall be returned to all except the three lowest bidders within three (3) days after formal opening of bids. Remaining Bid Bonds and check will be returned to the three lowest bidders within forty-eight (48) hours after GVB and the accepted Bidder have executed an Intent to Award the contract by the GVB.

A surety company holding a certificate of authority from the United States Secretary of Treasury or from a company acceptable to the GVB shall execute guarantee Bonds. Checks or money order submitted as a bid guarantee shall be made payable to the Guam Visitors Bureau.

9. **ALL OR NONE BIDS**

Only all or none bids will be accepted. Contractors that do not enter a bid amount for every bid item will be deemed non-responsive and their bids will not be accepted. Only one Contractor will be awarded the contract.

10. **DISCLOSURE OF MAJOR SHAREHOLDERS AFFIDAVIT**

As a condition of bidding, any partnership, sole proprietorship or corporation doing business with the Government of Guam shall submit an affidavit executed under oath that lists the name and address of any person who has held more than fifteen percent (15%) of the outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve (12) month period immediately preceding submission of a bid. The affidavit shall contain the number of shares or the percentage of all assets of such partnership sole proprietorship or corporation which have been held by each such person during the twelve (12) month period.

In addition, affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid or the bidder and shall also contain the amounts of any such commission, gratuity or other compensation. Affidavit shall be open and available to the public for inspection and copying.

All bidders are required to submit a current affidavit in the form attached disclosing required information. Failure to do so will mean disqualification and rejection of the bid.

11. **NON-COLLUSION AFFIDAVIT/CONFLICT OF INTEREST DISCLOSURES**

By submitting an offer, the offeror certifies that the price submitted was independently arrived at without collusion. Offerors must submit a non-collusion affidavit and conflict of interest disclosures in the form provided with this Invitation for Bids. Failure to submit said affidavit and disclosures shall result in the offeror's proposal to be deemed non-responsive to this procurement.

12. RESTRICTION AGAINST CONTRACTORS EMPLOYING CONVICTED SEX OFFENDERS FROM WORKING AT GOVERNMENT OF GUAM VENUES

The offeror must submit with their proposal an affidavit (see attached) acknowledging their responsibilities under Guam statute 5 Guam Code Ann. § 5253. Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues. Per this statute, the offeror must affirm that:

1. that no person providing services on behalf of the contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and
2. that if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.

13. METHOD OF AWARD

This contract shall be awarded based on a review of the bid package submittal items listed in Section 5 above. In determining the lowest, responsive, responsible bidder, the Contracting Officer shall be guided by the following:

- a. Quality of performance of the bidder with regards to awards previously made to him.
- b. The ability, capacity and skill of the bidder to perform based on their bid documents.
- c. Character, integrity, reputation, judgment, experience, and efficiency of the bidder.
- d. Previous and existing compliance by bidder with laws and regulations relative to procurement.
- e. The sufficiency of the financial resources and ability of the bidder to perform.

14. CONTRACT TIME

Contract period for the work under this project is as stated in the Technical Specifications.

15. LIQUIDATED DAMAGES

It is understood and agreed that liquidated damages shall be assessed against the Contractor for non-performance in accordance with the Liquidated Damages clause in the contract.

16. CONTRACT SECURITY

The successful bidder shall be required to furnish a bid bond amounting to fifteen percent (15%) of the total bid submitted.

17. **STATUTORY REQUIREMENTS**

The Contractor and any subcontractors employed in completion of the project shall comply with all applicable and Federal and local laws.

18. **NOTICE OF LOCAL PREFERENCE**

In accordance with 5 Guam Code Ann. §5008, please take notice that the Guam Visitors Bureau will apply a local preference to this procurement. Accordingly, offerors requesting such a preference should do so in writing, and as part of their offer.

19. **REPRESENTATION REGARDING GRATUITIES AND KICKBACKS**

(a) Gratuities. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract; or to any solicitation or proposal therefor.

(b) Kickbacks. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

20. **PROHIBITION AGAINST CONTINGENT FEES**

(a) Contingent Fees. It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a territorial contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

(b) Representation of Contractor. Every person, before being awarded a territorial contract, shall represent, in writing, that such person has not retained anyone in violation of Subsection (a) of this Section. Failure to do so constitutes a breach of ethical standards.

21. **REPRESENTATION REGARDING ETHICAL STANDARDS FOR GOVERNMENT EMPLOYEES AND FORMER GOVERNMENT EMPLOYEES**

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

22. **CANCELLATION OF THIS INVITATION FOR BIDS**

Please take note that this Invitation for Bids may be cancelled as provided in Guam procurement law and Guam procurement rules and regulations. Prospective offerors are directed to review relevant law, statute and regulation and particularly 2 Guam Admin. R. & Reg. §3115.

23. **WAGE AND BENEFIT DETERMINATION**

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

(b) The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply. In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

24. **ACKNOWLEDGEMENT OF RECEIPT OF AMENDMENTS**

Potential offerors are advised that this Invitation for Bids may, from time to time be altered or supplemented by amendments. Each and all such amendments must be acknowledged by the potential offeror. Failure to do so may result in an offer being deemed non-responsive.

*** END OF NOTICE/INSTRUCTIONS TO BIDDERS ***

PROPOSAL

Date: _____

Gentlemen:

The undersigned (hereafter called the Bidder),

_____, organized and/or (Corporation, Partnership or Individual) licensed to do business under the laws of the Government of Guam hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the performance of the

TUMON LANDSCAPE MAINTENANCE

all in accordance with the Bid Documents for the prices stated in the itemized proposal form attached hereto, plus any and all sums to be added and/or deducted resulting from all extra and/or omitted work in accordance with the unit and/or lump sum prices stated in the itemized Proposal form attached hereto.

The undersigned has visited and inspected the location of the proposed work, and reviewed the Bid Documents and is familiar with and knowledgeable of the local conditions at the place where the work is to be performed.

The Proposal Guarantee attached, with our endorsement, in the sum of not less than fifteen percent (15%) of the amount of the Proposal, is furnished to GVB as a guarantee that the Agreement will be executed within fifteen (15) days after award of the Contract to the undersigned. In the event that this Proposal is accepted, and the undersigned bidder shall fail to execute the contract under the conditions and within the time specified in this Proposal, the Proposal Guarantee shall be forfeited, as liquidated damages for the delay and additional work and costs caused thereby in obtaining another bidder, said amount being beforehand determined as being reasonable and containing no penalties.

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within sixty (60) days after the opening thereof, the undersigned agrees to execute the form of Agreement included as one of the Contract Document, within fifteen (15) days after receipt of such notice.

If awarded the Contract, the undersigned agrees to perform the work for the duration of the contract period and any extensions thereto upon commencement of the contract time as defined in the Technical Specifications of the Contract.

The undersigned understands that the GVB reserves the right to reject any or all Bids or to waive any informality or technicality in any Bid in the interest of the GVB.

Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this bid or any other bid or the submitting of bid for the contract for which this bid is submitted.

RESPECTFULLY SUBMITTED BY:

(CONTRACTOR)

(BY)

(TITLE)

(BUSINESS ADDRESS)

BID FORM

**PROJECT: TUMON LANDSCAPE MAINTENANCE
PALE SAN VITORES ROAD**

**TO: General Manager
Guam Visitors Bureau
Tumon, Guam**

Dear Sir:

The undersigned bidder, having examined all pertinent Contract Documents relating to the Invitation for Bid dated August 2012, proposes to provide all labor, materials, equipment, tools, appliances, transportation, storage and items incidental to completing all work based on the Proposal and Bid Schedule consisting of the combination of lump sum and unit price items for the following sum of:

Performance as per Bid Documents and Bid Schedule for one year (Base Bid):

_____ Dollars (\$_____)

(TOTAL OF MATERIALS AND LABOR AND ALL OTHER COSTS)

Bidder hereby further agrees to commence work under this Contract on the date specified in the specifications upon receipt of a written "Notice to Proceed" by GVB and to fully complete the work designated for performance within the time stipulated in the Contract Documents. Bidder further agrees to pay liquidated damages in accordance with Division II of the Technical Specifications.

By submission of this bid, each bidder and each person signing on behalf of any bidder and in the case of a joint bid each party thereto certified as to its own organization, certifies and affirms as true to the best of his knowledge and belief:

- a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any other matter relating to such prices with any other bidder or with any competitor.
- b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder or to any competitor; and no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

c. That if the product of the UNIT PRICE bid by the number of units does not equal the total amount named by a bidder of any item, it will be assumed that the error was made in computing the product of the unit price and the number of units. The named UNIT PRICE alone will be considered as representing the bidder's intention and the total amount bid on such item shall be considered to be the amount arrived at by multiplying the UNIT PRICE by the number of units.

d. All matters for this project of which there is not a special item in the proposal, shall be considered incidental to and included in the Contractor's bid on any items in the Proposal, as the bidder sees fit.

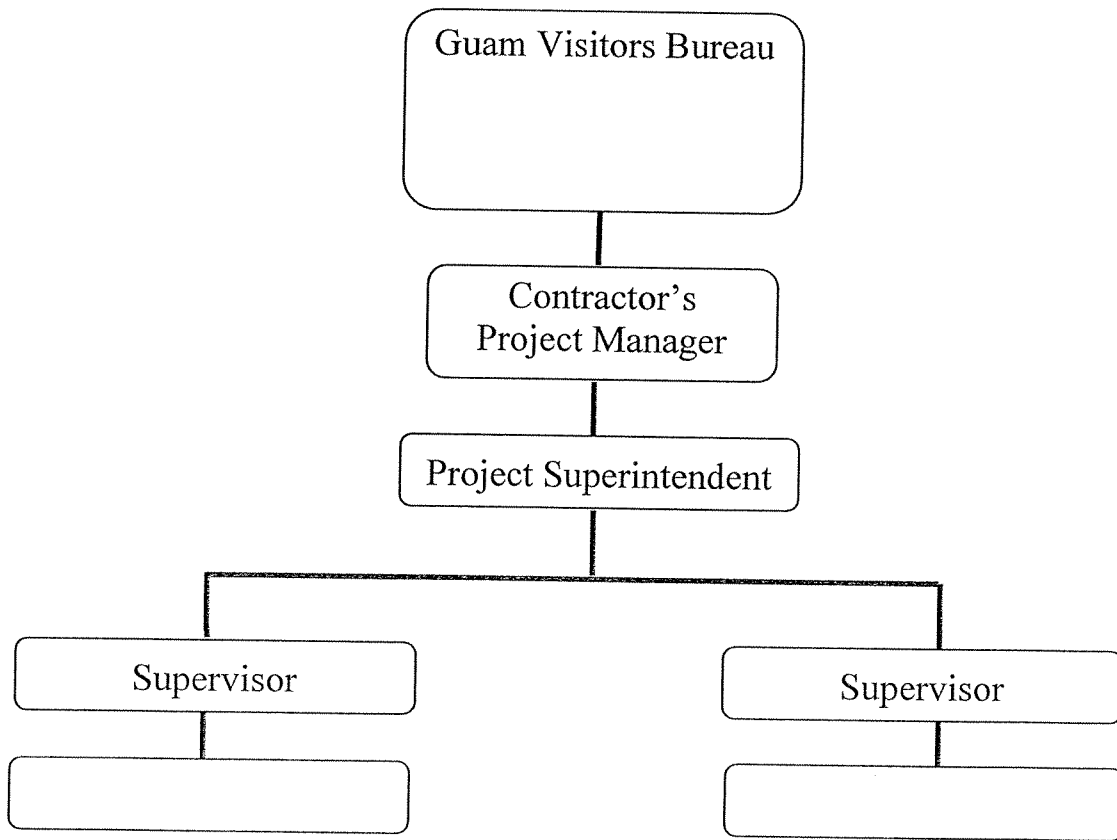
This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

Dated: _____

BY _____

Address _____

ORGANIZATIONAL CHART (SAMPLE ONLY)



TUMON LANDSCAPE MAINTENANCE

BID SCHEDULE

NO.	DESCRIPTION/BID ITEMS	FREQUENCY		QUANTITY	UNIT	*UNIT COST	*TOTAL COST
		Dry Season (December To May)	Rainy Season (June To November)				
1.0	Trim and Edge Groundcovers at Road Medians, 5,800 Square Yards	Every Other Month (6X Per Year)	Every Other Month (6X Per Year)	6	Each Occurrence		
2.0	Grass Cutting & Edging, 22,100 Square Yards	2X Per Month (24X Per Year)	2X Per Month (24X Per Year)	24	Each Occurrence		
3.0	Prune Shrubs at Road Shoulders Including Weeding, 10,100 Linear Feet	Every Other Month (6X Per Year)		6	Each Occurrence		
4.0	Prune Trees						
4.1	At Medians (41 Trees)	Once Per Quarter (4X Per Year)		4	Each Occurrence		
4.2	At Road Shoulders (100 Trees)	Once Per Quarter (4X Per Year)		4	Each Occurrence		
5.0	Prune and Defruit Coconut Trees						
5.1	At Medians, 75 Coconut Trees	Once Per Quarter (4X Per Year)		4	Each Occurrence		
5.2	At Road Shoulders, 297 Coconut Trees	Once Per Quarter (4X Per Year)		4	Each Occurrence		
6.0	Weeding at Medians, 3,900 Square Yards	Once Per Month (12X Per Year)		12	Each Occurrence		
7.0	Sweeping / Blowing at Roadway, Turning Lanes, Sidewalk and Curb & Gutter	6X Per Week (Monday Thru Saturday)		ALL	Lump Sum (For One Year)		

Handwritten note: Please check all submittal codes for this bid. I have a list of submittal codes for your reference.

NO.	DESCRIPTION/BID ITEMS	FREQUENCY	QUANTITY	UNIT	UNIT COST	TOTAL COST
8.0	Repair of Irrigation System for Phase I & II	As Required	1	*Contingent Sum	\$10,000.00	\$10,000.00
8.1	Labor Rate for Repair Technician Note: Labor will be paid on an hourly basis as required.	*Hourly Rates: Supervisor: \$ _____ Labor: \$ _____				
8.2	Equipment Rate Note: Equipment will be paid on an hourly basis as required.	*Hourly Rates: Backhoe: \$ _____ Dump trucks: \$ _____ Pick-up Truck: \$ _____				
8.3	Material Cost Note: Materials shall be paid at cost upon submission of official receipt plus 35% mark-up					
9.0	Garbage Collection	Daily for 1 Year <i>(Monthly Fees Included)</i>	ALL	Lump Sum (For One Year)		
10.0	Routine Soil Analysis at all medians to determine quality of existing topsoil	Once Per Year	ALL	Lump Sum		

NO.	DESCRIPTION/BID ITEMS	FREQUENCY	QUANTITY	UNIT	UNIT COST	TOTAL COST
11.0	Fertilizer Application for Groundcover and Shrubs	Once Per Quarter (4X Per Year)	4	Each Occurrence		
12.0	Add Mulch at Medians	2X Per Year	2	Each Occurrence		
13.0	Power Washing (Sidewalks, Benches, Trash Receptacles, Bus Stops, Curbs)	2X Per Year	2	Each Occurrence		
14.0	Miscellaneous repair and/or replacement of landscape and hardscape items	As required	1	*Contingent Sum	\$25,000.00	\$25,000.00
14.1	Labor rates. Labor will be paid on an hourly basis as required.	Hourly Rates Supervisor: \$ _____ Labor: \$ _____				
14.2	Equipment rates.	Hourly Rates Bucket Truck \$ _____ Pickup truck \$ _____ Backhoe \$ _____ Dump Truck \$ _____				
14.3	Material Cost Note: Materials shall be paid at cost upon submission of official receipt plus 35% mark-up					
			Total Bid Price		\$ _____ .00	

* The Contingent Sums shall be included in the Total Bid Price. No work shall commence and be charged to these Contingent Sums unless authorized in writing by GVB's General Manager or an authorized representative.

* Contractor to fill in hourly labor and equipment rates based on industry standards, including markup. Material shall be paid at cost plus 35% mark-up.

* Unit & Total Cost in the Bid Schedule shall include all contractor mark-ups and GRT.

BID BOND

KNOW all men by these presents, that we

as Principal, and

as surety are held and firmly bound unto the Guam Visitors Bureau, hereinafter called the GVB, in the penal sum of _____ dollars, lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these present.

The condition of this obligation is such, that whereas the principal has submitted the accompanying bid dated _____ 20____ for _____

THE BID BOND will remain in effect until such time as GVB awards the contract.

In Witness Thereof, the above-bounden parties have executed this instrument under their several seals this _____ day of _____, 20____ the name and corporate seal of each corporate party being hereto affixed and these present duly signed by its undersigned representative, pursuant to authority of its governing body.

The rate of premium on this bond is _____ per thousand.

Total amount of premium charged,

\$ _____

(The above must be filled in by corporate surety)

IN PRESENCE OF:

(SEAL)
(Individual Principal)

(Business Address)

(Address)

(SEAL)
(Individual Principal)

(Business Address)

(Address)

(Corporate Principal)

Attest:

(Business Address)

AFFIX CORPORATE SEAL

By: _____

Attest:

(Corporate Surety)

(Business Address)

AFFIX CORPORATE SEAL

By: _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____
_____ secretary of the corporation named as principal in the within
bond; that _____, who signed the said bond on behalf of the
principal was then _____

_____ of said corporation; that I know his signature, and his signature thereon is genuine; and that said
bond was duly signed, sealed and attested for and in behalf of said corporation by authority of
its governing body.

(CORPORATE SEAL)

AFFIDAVIT

**Restriction Against Contractors Employing Convicted Sex Offenders From Working At GovGuam Venues
(Offeror)**

TERRITORY/STATE/
COUNTRY OF _____)

)SS.

CITY OF _____)

_____, being first duly sworn is
(Name of Person)

is _____, (Individual, if Sole Proprietor; Partner, if a Partnership; Officer, if a Corporation)

of _____ TEL: _____, (Name of Offeror; Mailing Address; Phone)

and a duly authorized representative of said offeror on whose behalf this affidavit is being submitted. Said offeror has affirms that he/she has read and understands the provisions of 5 GCA, CHP 5 §5253 RESTRICTION AGAINST CONTRACTORS EMPLOYING CONVICTED SEX OFFENDERS FROM WORKING AT GOVERNMENT OF GUAM VENUES.

The offeror understands that:

(1) No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the government of Guam, shall work for his employer on the property of the government of Guam other than a public highway.

Further, the offeror represents:

(1) that no person providing services on behalf of the contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and;

(2) that if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.

Signature

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

Notary Public

My commission expires on _____

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

Procurement No.: _____

Name of Offeror Company: _____

I, _____ hereby **certify under penalty of perjury:**

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

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

§ 5801. Wage Determination Established.

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

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

§ 5802. Benefits.

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

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

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

Signature

GENERAL PROVISIONS

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TUMON LANDSCAPE MAINTENANCE PROJECT

GENERAL PROVISIONS

1. DEFINITIONS

- a. The term "GVB" as used herein shall mean the Guam Visitors Bureau.
- b. The term "Contracting Officer" as used herein shall mean the General Manager of GVB, the person executing this Contract on behalf of the GVB, and includes a duly appointed successor or authorized representative.
- c. The term "Contractor" shall mean the party (individual, corporation, joint venture, or partnership) who has entered into the Contract with the GVB.
- d. The term "Contract" shall mean the written agreement covering the performance of the project by the Contractor, including the furnishing of labor, materials and equipment in connection therewith. It shall include these general requirements, the notice to contractors, the bid, wage schedule, list of subcontractors, the award, the Plans, the Technical Specifications, the bond, any addendum and any written order. It shall also include all amendments to the Contract by supplemental agreement thereto in writing.
- e. "Project" shall mean the work to be performed as described in the Technical Specifications.
- f. The term "Work" shall mean all equipment, materials, operations and incidental activities necessary for the completion of any part or all of the project. The term "Engineer" or "Architect" shall mean the duly authorized representative of the Contracting Officer who is responsible for the administration of the Landscape Maintenance Contract and for interpretations thereof on behalf of the Contracting Officer and for inspection of work in progress.

2. PERMITS AND RESPONSIBILITIES

The Contractor shall, without additional expense to the GVB, be responsible for obtaining any necessary licenses and permits and for complying with any applicable Federal and local codes and regulations, in connection with execution of the work. He shall be similarly responsible for all damages to persons or property that occur as a result of his fault or negligence. He shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. He shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire project.

3. CONDITIONS AFFECTING THE WORK

Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or cost thereof. Any failure by the Contractor to do so will not relieve him from responsibility for successfully performing the work without additional expense to GVB.

TUMON LANDSCAPE MAINTENANCE PROJECT

GVB assumes no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to execution of this Contract, unless such understanding or representations by GVB are expressly stated in the Contract.

4. SITE CONDITIONS

- a. Contracting Officer requires that bidders walk the project area to determine existing conditions, performance difficulties that will be encountered due to traffic, obstructions and other adverse site conditions and to determine the most cost-effective performance methodology.
- b. Contracting Officer reserves the right to accept all, part or none of the bidder's proposals for corrections. If Contracting Officer elects not to accept a portion of bidder's corrective proposal, the bidder will not be held liable to repair those deficiencies under the landscape maintenance agreement.

By the act of submitting a bid on this work, bidder is certifying that he has thoroughly examined the site and has a complete understanding of deficiencies (if any) and complete landscape and hardscape maintenance requirements for the site and its improvements.

5. ADDITIONAL BOND SECURITY

If any surety upon any bond furnished in connection with this Contract becomes unacceptable to the GVB, or if any such surety fails to furnish reports as to his financial condition from time to time as requested by the GVB, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the GVB and of persons supplying labor or materials in the prosecution of the work contemplated by this Contract.

6. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide employees' established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the GVB shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

7. OFFICIALS NOT TO BENEFIT

No member of the Government of Guam Legislature or the Governor of Guam shall be admitted to any share of this Contract, or to any benefit that may arise therefrom; but this provision shall be construed to extend to this Contract if made with a corporation for its general benefit.

TUMON LANDSCAPE MAINTENANCE PROJECT

8. CONVICT LABOR

In connection with the performance of work under this Contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment at hard labor.

9. PAYMENTS TO THE CONTRACTOR

- a. Payment will be made monthly upon receipt of proper invoice from the Contractor. Monthly progress payments will be based on bid schedule pricing and work accomplished each month less any liquidated damages and less any contract amount adjustments. The established monthly amount will be used to compensate the Contractor during the Base contract period and throughout any contract extensions to a maximum contract time of three years.
- b. Extra Work. Should acceptable completion of the contract require the Contractor to perform an item of work for which no basis of payment has been provided in the original contract or previously issued change orders or supplemental agreements, the same shall be called Extra Work. Extra work that is within the general scope of the contract shall be covered by written change order. Change orders for such extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that is necessary for completion of such extra work.
- c. When determined by the Contracting Officer to be in GVB's best interest, he may order the Contractor to proceed with extra work by force account as provided.
- d. Extra work that is necessary for acceptable completion of the project but is not within the general scope of the work covered by the original contract, shall be covered by a Change Order.
- e. Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by GVB.
- f. Force Account. In force account, cost shall be the sum of cost of the following items:
 - (1) Labor, including that of foreman in direct charge of the work made subject to force account. This item does not include general superintendence, timekeeping, and office work. The wages for labor shall not exceed those (wages) paid by the Contractor for comparable work based on the record of the Contractor's payroll on file with the Contracting Officer. Such wages for labor shall be agreed upon in writing before beginning the work made subject to force account, except when such prior agreement is not possible in adjusting the unit price of major items or in determining the value of the work performed in canceling the contract.
 - (2) Material entering permanently into the work under the contract as shown by the original receipted bills therefore.

TUMON LANDSCAPE MAINTENANCE PROJECT

- (3) Premiums for public liability and workmen's compensation insurance on the labor as determined in item (1) above and contributions for GVB unemployment compensation and social security.
- (4) A fixed fee to be determined by the Contracting Officer based on the risk of the Contractor and overhead will be used to determine overhead and profit, this percentage will not exceed twenty percent (20%) of item (1), (2), and (3) above.
- (5) Reasonable rental for machinery or equipment, other than small tools and minor equipment, which may be necessary or desirable to perform the work subject to force account. The rental shall be determined and agreed to in writing before performance is started on work made subject to force account, except when such prior agreement is not possible in adjusting the unit price of major items or in determining the value of the work performed in canceling the contract. The rental shall not exceed the current local rate for such machinery and equipment and shall include the cost of fuel, lubricants, and repairs. The term "small tools and minor equipment" shall include individual equipment or tools having a replacement value of \$250.00 or less, whether or not they are consumed in the use thereof.
- (6) To the sum of the cost of labor, materials, premiums, and contributions (under item (3)) and rental of machinery or equipment (including the 20% applied to costs of items (1), (2), and (3)), there shall be added a sum equal to five percent (5%) thereof for gross income tax. The above percentages shall be applied but once to the respective costs as provided above and dual percentage costs by reason of a subcontractor performing on behalf of the prime contractor will not be allowed.

Contractor shall submit records of items (1), (2), and (5) to Contracting Officer at the end of each day. Such records shall be subject to the approval of the Contracting Officer as evidenced by his signature thereon. The Contractor shall submit a statement covering the cost of all of the above items not later than the 10th day of the month following the month in which the costs were incurred.

Contracting Officer may reject any machinery or equipment which he deems unnecessary, inefficient, or inadequate for the work to be performed under force account.

10. DISPUTES

- a. Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the General Manager. The decision of the General Manager or his duly authorized representative for the determination of such appeals shall be final and conclusive.

TUMON LANDSCAPE MAINTENANCE PROJECT

This provision shall not be pleaded in any suit involving a question of fact arising under this contract as limiting judicial review of any such decision to cases where provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence.

In connection with any fraud by such official or his representative or board is alleged; appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

- b. This disputes clause does not preclude consideration of questions of law in connection with decisions provided for in paragraph (1) above. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

11. AUTHORITIES AND LIMITATIONS

All work under this Contract shall be performed under the general direction of Contracting Officer, who alone shall have power to bind GVB and to exercise the rights, responsibilities, authorities, and functions vested in him by the Contract Documents, except that he shall have the right to designate authorized representatives to act for him. The authorized representative(s) shall be responsible for guiding the technical aspects of the project and for general surveillance of the work performed. The authorized representative(s) shall not make any commitments or authorize any changes which constitute work not within the general scope of this Contract, change the express terms and conditions hereof or Specifications incorporated or included herein, or by any act or omission authorize, expressly or otherwise, a basis for any increase in the Contract price or time for performance. Wherever any provision in this Contract specifies an individual (such as, but not limited to Engineer, Inspector or Custodian) or an organization (whether Government or private) to perform any act on behalf of, or in the interests of the GVB, that individual or organization shall be deemed to be the Contracting Officer's authorized representative under this Contract but only to the extent so specified. Contracting Officer may, at any time during the performance of this Contract, vest any such authorized representative(s) additional power and authority to act for him; a copy of each document vesting additional authority in an authorized representative or designating an additional authorized representative shall be furnished to Contractor.

Contractor shall perform the Contract in accordance with any order (including but not limited to instruction, direction, interpretation or determination) issued by an authorized representative in accordance with his authority to act for the Contracting Officer; but the Contractor assumes all the risks and consequences of performing the contract in accordance with any order (including but not limited to instruction, direction, interpretation or determination) of anyone not authorized to issue such order.

TUMON LANDSCAPE MAINTENANCE PROJECT

The work of the Contractor is subject to inspection to insure strict compliance with the terms of the Contract. No inspector is authorized to change any provisions of the Specifications without the written authority of the Contracting Officer, nor shall the presence or absence of an inspector relieve the Contractor from any requirements of the work.

12. CONTRACT AND BONDS

If the successful bidder fails to satisfactorily execute the required forms of contract within the time established in the bid, the GVB may proceed to have the required work performed by contract or otherwise, and the bidder to whom the award was originally made shall be liable for any excess cost to the GVB and the bid guaranty shall be available toward offsetting such excess cost.

13. WORKING HOURS

See Technical Specifications.

14. FEES AND CHARGES

Contractor shall obtain and pay all fees and charges for connections to outside services and for the use of property outside of the work site.

15. FEDERAL AND TERRITORY OF GUAM TAXES

Except as may be otherwise provided in this Contract, the Contract price includes all applicable Federal and local taxes and duties.

16. ACCIDENT PREVENTION - PUBLIC SAFETY

In performance of the Contract, Contractor shall comply with applicable provisions of the U.S Occupational Safety and Health Act (OSHA), and shall take all precautions necessary to protect persons and property, including, but not limited to, providing, erecting, and maintaining all necessary barricades, suitable and sufficient red lights, danger signals, and signs. Roads and driveways subject to interference by the work shall be kept open or suitable detours including temporary bridges over trenches shall be provided and maintained by Contractor. If directed, Contractor shall erect additional warning and directional signs in connection with the work as may be furnished by GVB.

Roads and driveways closed to traffic shall be protected by effective barricades on which shall be placed acceptable warning and detour signs. All barricades and obstructions shall be illuminated at night, and all lights shall be kept burning from sunset until sunrise. The cost of compliance with this paragraph shall be borne by the Contractor.

17. PROTECTION OF EXISTING UTILITIES AND IMPROVEMENTS

The Contractor shall protect from damage all existing improvements or utilities at or near the site of the work, the location of which is made known to him, and will repair or restore any damage to such facilities resulting from failure to comply with the requirements of this

TUMON LANDSCAPE MAINTENANCE PROJECT

Contract or the failure to exercise reasonable care in the performance of the work. If Contractor fails or refuses to repair any such damage promptly, the Contracting Officer may have the necessary work performed and charge the cost thereof to the Contractor.

18. DISPUTES CONCERNING LABOR STANDARDS

Dispute arising out of the Labor Standards provisions of this Contract shall be subject to the clause entitled "Disputes" of the General Provisions to this Contract except to the extent such disputes involve classifications or wage rates, which questions shall be referred to the Contracting Officer.

19. NONCOMPLIANCE WITH CONTRACT REQUIREMENTS

In the event the Contractor, after receiving written notice from the Contracting Officer of noncompliance with any requirement of this Contract, fails to initiate promptly such action as may be appropriate to comply with the specific requirement within a reasonable period of time, the Contracting Officer shall have the right to order the Contractor to stop all other work and correct the deficiency. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to stop work for such cause.

20. INSURANCE - LIABILITY TO THIRD PERSONS

The Contractor and his subcontractors shall procure thereafter maintain workmen's compensation, builders' risk, comprehensive general liability (bodily damage), and fire and extended coverage insurance, with respect to performance under this Contract; provided, that the Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program. All insurance required pursuant to the provisions of this paragraph shall be in such form in such amounts, and for such periods of time as the Contracting Officer may, from time to time, require or approve, and with insurers approved by the Contracting Officer.

- a. Automobile liability insurance in an amount not less than \$500,000 Combined Single Limit (CSL) for bodily injury or death per person and for damages to property for each occurrence.
- b. Comprehensive general liability insurance with minimum limits of \$1,000,000 Combined Single Limit (CSL) for bodily injury or death and for property damage per occurrence.
- c. Workmen's Compensation. Contractor shall take out adequate workmen's compensation insurance for all of the employees who will be engaged in work at the site of the project and in case any part of such Contractor's contract is sublet, the Contractor will require his subcontractor's employees who will be so engaged, unless the latter's employees are protected by the principal contractor's insurance.

TUMON LANDSCAPE MAINTENANCE PROJECT

The comprehensive general and automobile liability policies shall contain a provision worded as follows: The insurance company waives any right of Subrogation against the GVB which may arise by reason of any payment under this policy.

When a subcontractor is utilized, Contractor shall procure and maintain during contract period, insurance coverage with same bodily injury and property damage liability limits specified above, covering accidents caused by actions of subcontractor or employees.

All of the insurance policy or policies herein prescribed shall be procured and maintained at no cost to the GVB and shall have the GVB named as additional insured; provided that, where the GVB may not be named as an insured under the rules applicable to any policy or policies, the Contractor shall procure and maintain at no expense to the GVB contractor's protective insurance providing the GVB with the same coverage's and limits of liability as are required herein for the Contractor.

A copy of such policy or policies shall be furnished to the GVB at the time prescribed in the contract documents. Such policy or policies shall contain an endorsement to the effect that the insuring company will notify GVB thirty (30) days prior to the effective date of any cancellation of such policy or policies or any change in their provisions.

21. ADDITIONAL REQUIREMENTS

- a. Bidders shall provide list of sites currently being maintained by Contractor, or within the last five (5) years, and client contact information for bid review by the Contracting Officer.
- b. Staging and stockpiling of materials on-site will not be allowed except for materials or equipment that will be used that same day on adjacent areas. Rubbish shall be removed from site at the end of each day.
- c. The Contractor shall submit daily accomplishment report before the end of each work day or in the morning (until 10:00A.M.) of the following work day.

*** END OF GENERAL PROVISIONS ***

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Attachments:

- Exhibit A – Project Site Map
- Exhibit B – Project Inventory
- Exhibit C - Monthly and Weekly Checklists
- Exhibit D - Formal Contract (Draft)

TECHNICAL SPECIFICATIONS

DIVISION I MAINTENANCE OF LANDSCAPE AND HARDSCAPE

SECTION A General

The Contractor shall furnish all necessary labor, materials, equipment, tools and appurtenances to provide complete maintenance of landscaped and hardscape areas in Tumon, Guam adjacent to San Vitores Road, John F. Kennedy Senior High School road, and the Australian Cable road, as specified herein and as depicted on the Exhibit A, Site Map. Contractor shall provide for the regular maintenance of landscape and hardscape improvements within the road public rights of ways to include, but not limited to:

1. Maintenance of planting and grass areas including road shoulders and medians.
2. Trash removal from containers shall be on a daily basis, Monday Thru Saturday. Contractor shall provide trash liners and dispose trash properly at a GEPA approved disposal facility.
3. Irrigation system maintenance and adjustment.
4. Contractor shall periodically examine the landscape, including irrigation, looking for problems or potential problems with the landscape.
5. Contractor shall provide at his/her own risk all labor, materials, tools, equipment, insurance, transportation, hauling, dumping, and all other items needed to provide the services outlined in this Specification.
6. Contractor shall make minor replacements and repairs to the landscape facilities as part of the required maintenance work. Major items needing replacement or repair shall be reported to the Contracting Officer or its authorized representative within three (3) days of discovery. Skilled workers, using minimal replacement parts, defines a minor item as a repair that requires less than fifteen (15) minutes repair time. Some specific guidelines for determining if an item is minor or major are given in the section pertaining to each item. The Contractor shall be available to perform additional (excluded damages) work related to the landscape maintenance as may be approved by the Contracting Officer. Such work may also include non-minor items relating to landscape care, which are not a part of the normal maintenance work as outlined in this specification.
7. Any facilities or property damaged or destroyed as a result of the landscape maintenance Contractor's operations at the site shall be repaired or replaced at the landscape maintenance Contractor's sole expense.
8. Maintenance of bus shelters, street paving and curbs, drainage structures, traffic and directional signage and crosswalks is specifically excluded from the scope.

SECTION B Work Requirements

CHECKLISTS

1. The WEEKLY LANDSCAPE MAINTENANCE CHECKLIST is made a part of this specification. The Contractor shall review this checklist weekly and complete all applicable items on the list weekly.
2. The MONTHLY MAINTENANCE CHECKLIST is made a part of this specification. The Contractor shall review this checklist monthly and complete all the applicable items listed for the current month prior to the end of the month.

CARE OF PLANTED AREAS

1. TREES
 - a. Trees shall be maintained in a healthy, vigorous growing condition, free from disease and large concentrations of pests.
 - b. Tree Pruning - Contractor shall obtain a permit prior to conducting any tree pruning in accordance to Guam Code Annotated (GCA 16-62). Prune trees only to remove dead, diseased, broken, dangerous, or crossing branches, and as required below. Remove sucker growth from lower tree trunks. Pruning of this type is minor and non-reimbursable, and is to be included as part of the regular maintenance. Climbing spikes shall not be used on any trees with the exception of the removal of dead trees.
 - c. Prune all trees for a minimum of four (4) times per year. All pruning equipment shall be sterilized. Consult with the Department of Agriculture to direct pruning. Prune trees in accordance with American National Standard Institute (ANSI) A300 (Part 1) standards for proper tree care and pruning. ANSI Standards are available at GVB and will be provided to Contractors upon request.
 - d. Check all trees for signs of stress or disease. Treat diseased plants immediately with appropriate pesticides that are compatible with those plants. Use licensed applicators to apply chemical treatments. Apply chemicals in the early morning hours between 6am and 8am. Provide pedestrian barriers in areas being treated to prevent pedestrian access.
 - e. Remove all tree trimmings from the site, or chip trimmings and use as mulch when possible.
 - f. Any tree found to be dead or missing shall be replaced with plant material of identical or approved species by the contracting officer at the landscape maintenance Contractor's expense, unless the loss was due to excluded damage. If the loss resulted from excluded damage, replacement will be paid for as additional work. Submit a cost proposal for replacement within 3 days of the loss. Replacement trees shall equal in size to the originally installed tree at the time it was planted at the site.

The Contracting Officer prior to planting shall approve replacement trees, shrubs and palms for size and appearance. Refer to the attached planting details for method of replacement.

- g. Remove stakes and guys from trees and palms as soon as trees are standing strong and well established. Recycle used stakes and guys if possible.
- h. Prune all trees and palms to encourage a high-branching structure and to remove branches and fruits that interfere with public safety. Remove all non-structural branches below 7' in height near roads and walks. Remove all suckers and crossing branches. Provide a proposal to remove and replace infected Coconut Palms with disease free trees to Contracting Officer for review and approval.
- i. The cutting blades on pruning shears, clippers, blades, saws, etc. shall be sterilized after pruning each tree to minimize the possibility of spreading disease. When pruning trees or palms known or suspected to be diseased, cutting blades shall be sterilized after each cut. Sterilize blades by dipping them in a solution of 1 part bleach and 9 parts water or heavily spray them with a disinfectant spray, such as Lysol. After dipping or spraying, wait 20 seconds before using again.
- j. All care, maintenance, pruning, fertilization, etc. of trees shall be in accordance with American National Standard Institute (ANSI) A300 (Parts 1, 2, and 3) and ANSI Z133.1-2000 Standard Practices and Safety Requirements. ANSI Standards are available at GVB and will be provided to Contractors upon request.

2. SHRUBS

- a. Shrubs shall be kept in a healthy, vigorous condition, free from disease and large concentrations of pests.
- b. Shrubs shall be pruned every other month [six (6) times per year] to remove branches that are dead, broken, extending beyond the face of curbs or sidewalks, or are climbing building walls (unless they are intended to climb the wall, such as climbing vines). Formal hedges and topiary shall be regularly pruned to maintain a uniform height and width. Except as noted previously, allow the shrubs to grow to their natural sizes.
- c. Shrubs uniformly planted in rows, where it is clear the intent was to create a hedge, shall be pruned so as to encourage a hedge. Shrubs in hedges shall be encouraged through pruning to form a dense, continuous hedge, branching fully to the ground. All other shrubs shall be pruned only as required for safety, visibility, and plant health, and allowed to develop into the natural shapes expected of the plant variety. Do not shear shrubs into topiary shapes unless specifically instructed to do so in writing by the Contracting Officer.
- d. Check all shrubs for signs of stress or disease. Treat diseased plants immediately with appropriate pesticides that are compatible with those plants. Use licensed applicators to apply chemical treatments. Apply chemicals in the early morning

- hours between 6am and 8am. Provide pedestrian barriers in areas being treated to prevent pedestrian access.
- e. Any shrub found to be dead or missing shall be replaced with plant material of identical species or approved species by the Contracting Officer at the landscape maintenance Contractor's expense, unless the loss was due to excluded damage. If the loss resulted from excluded damage, the replacement will be paid for as additional work. Submit a cost proposal for replacement within three (3) days of discovery for approval prior to proceeding with the work.
 - f. Replacement shrubs shall be at least 18 inches (45 cm) in height when planted, unless otherwise approved by the Contracting Officer. Plant shrubs according to the attached details.
 - g. Scaveola (Nanaso) shrubs shall be pruned to three (3'-0") minimum height when the shrub height reaches five feet (5'-0"). In certain areas Scaveola must be maintained no taller than four feet (4'-0") requiring trimming at every two months [six (6) times per year].
 - h. The cutting blades on pruning shears, clippers, blades, saws, etc. shall be sterilized when pruning shrubs are known or suspected to be diseased, the cutting blades shall be sterilized after each cut. Sterilize blades by dipping them in a solution of 1 part bleach and 9 parts water or heavily spray them with a disinfectant spray, such as Lysol. After dipping or spraying, wait 20 seconds before using again.
 - i. All care, maintenance, pruning, fertilization, etc. of shrubs shall be in accordance with American National Standard Institute (ANSI) A300 (Parts 1, 2, and 3) and ANSI Z133.1-2000 Standard Practices and Safety Requirements. ANSI Standards are available at GVB and will be provided to Contractors upon request.

3. GROUNDCOVER

- a. Neatly trim and edge groundcover beds. Groundcovers shall be maintained in a healthy, vigorous growing condition.
- b. Check all groundcover for signs of stress or disease. Treat diseased plants immediately with appropriate pesticides that are compatible with those plants.

Use licensed applicators to apply chemical treatments. Apply chemicals in the early morning hours between 6am and 8am. Provide pedestrian barriers in areas being treated to prevent pedestrian access. Post "Pesticide applied keep out" signs until Re-Entry Interval (REI) has lapsed.

- c. Any groundcover found to be dead or missing shall be replaced with plant material of identical species at the landscape maintenance Contractor's expense, unless the loss was due to excluded damage. If the loss resulted from excluded damage, replacement will be paid for as additional work. Submit a quote for replacement within three (3) days of the loss. Replacement groundcover shall be planted as rooted cuttings at 8 inches (20 cm) minimum spacing to encourage quick coverage. Prior to

planting replacement groundcover, the soil shall be tilled to a depth of 6 inches (15 cm) to prepare it for the new plants.

- d. Keep groundcover trimmed back from sidewalks, curbs, and paved areas every other month or six (6) times per year. Do not create vertical edges when pruning groundcover. Cut the edges at an angle for a more natural appearance and healthier plants.
- e. If regular foot traffic through a planter is preventing the groundcover from reaching full coverage of the soil, contact the Contracting Officer to discuss options for redirecting the foot traffic. Consider installing pavers, stepping-stones, a concrete walk, a gravel path, and/or barriers to redirect pedestrians. Provide costs for these options to Contracting Officer for approval prior to proceeding with the work.

4. FERTILIZER

- a. Itemized receipts for fertilizer and other required soil amendments purchased (or for services of a fertilizer application company) must be submitted to the Contracting Officer as proof of application. The Contractor shall submit the receipts together with the next regular billing. Failure to submit receipts may result in payment delays or partial payment. Receipts must show the name and phone number of the seller and the date of sale. Receipts must also be itemized, showing the total quantity and description of each item. Prices and unrelated purchases may be blacked out.
- b. All fertilizer formulations (foliar, granular or organic) must be applied according to soils tests recommendations. Perform routine soil analysis and submit written fertilization and amendment recommendations within two weeks of award of maintenance contract. Soils tests and recommendations will be prepared by a qualified horticulturalist or equivalent.
- c. Fertilize groundcover and shrub areas per soil test recommendations. Apply fertilizer and amendments to correct nutrient deficiencies and soil chemistry as they become apparent. Submit proposed fertilizer schedule and test results for Contracting Officer review.

5. WEEDING

- a. Remove weeds larger than two inches (2") high or wide from planters. Weeds two inches (2") and larger must be removed, not just killed. Herbicides that are compatible with plantings may be used to kill weeds. Use licensed applicators to apply pesticides as needed. Apply chemicals in the early morning hours between 6am and 8am.
- b. Remove weeds that have grown into paver block areas. Neatly trim edges of paver block walks and landscape adjacent areas.
- c. Remove weeds in planted areas, sidewalks, curbs, gutters or pavements as the weeds emerge. Dispose of weeds off-site. Pre and post-emergent herbicides may be used at the Contractor's option as approved by the Contracting Officer. No additional payments will be made for herbicide applications. The cost of all weed control work shall be included in the contract price for landscape maintenance.

6. MULCH AND /OR ROCK LAYER

- a. Soil mulch and/or rock layer shall be cared for as needed to create and maintain an even and uniform appearance over the visible soil surface of each planter area.
- b. Contractor shall add additional mulch regularly to maintain a layer no less than 2 inches (5 cm) deep at all times in shrub planters. Organic mulch layers should be at least 2 inches in depth and no more than 4 inches in depth. Organic mulch layers should not be placed against tree trunks, plants and shrubs. Decomposition of organic mulch is considered normal wear and tear and the Contractor as part of this contract shall make replacement of decomposed mulch. Mulch and/or decorative rock are not required in areas where plant foliage completely covers the soil surface, such that the soil is not visible through the foliage.
- c. Replacement of large mulch and/or decorative rock (over one cubic yard or 0.75 cubic meter) which has been stolen, vandalized, or washed away by a single storm will be considered excluded damages and additional work. Cost proposal shall be submitted to Contracting Officer for approval prior to proceeding.
- d. Any mulch or decorative rock found outside planter areas shall be returned to the planter on a weekly basis.
- e. Mulch and/or decorative rock shall be uniform in color and appearance, and free of leaves, sticks, or trash and shall match original materials
- f. In areas of the site where wood-based mulch frequently washes away, submit a quote for replacement of the organic mulch with decorative rock of similar color.
- g. Replacement rock shall be same size and color as existing decorative rock on site. In the event no rock exists, the decorative rock used shall have a maximum diameter of 3/4 inch (2 cm) and a minimum diameter of 3/8 inch (1 cm).
- h. Replace/reset weed blocker fabric as needed to completely cover mulched area.

7. LAWN

- a. Lawns shall be kept in a healthy, vigorous condition, free of disease and pests, except as noted below.
- b. Neatly trim and edge lawn areas. Lawns shall be mowed or trimmed with a string trimmer to a one-inch (1") height when the height reaches three inches (3"). Lawn height shall not exceed three (3) inches nor be less than one (1) inch in height at any time.
- c. Mow, edge and trim lawns two (2) times per month to maintain an even, well-groomed appearance.
- d. Remove visible lawn clippings and dispose of them off-site. The Contractor is encouraged to use mulching mowers, which cut clippings into small pieces that sift down into the lawn.

- e. Weeds shall be controlled in lawn areas as noted above under the weed-control section.
- f. Any lawn found to be dead or severely yellowed shall be replaced with plant material of identical species or replaced with a better species as approved by the Contracting Officer at the landscape maintenance Contractor's expense, unless the loss was due to excluded damage. If the loss resulted from excluded damage, replacement will be paid for as additional work. Submit a quote for replacement within three (3) days of the. Replacement sod shall be similar in all respects to the existing grass.
- g. Bush cutters must be kept away from trees or shrubs at all times. Girdling is not acceptable.

8. WALKWAYS, CONCRETE SITE PAVING AND FURNISHINGS

- a. Reset plastic and aluminum bed dividers and concrete block walkway retaining strips that become dislodged or damaged.
- b. Power wash with water and an approved cleaner that is compatible with the Tumon Bay environment and adjacent plantings, concrete block paving and concrete site furnishings, to clean dirt, mold and mildew from concrete surfaces, a minimum of two (2) times per year. Provide appropriate pedestrian barriers. Submit cleaning agents and power washing specifications to Contracting Officer for review and approval.

IRRIGATION

1. WATER APPLICATION AND SCHEDULING

- a. Hand water as needed to supplement natural rainfall and maintain plantings in a healthy, stress-free condition. It is the Contractor's responsibility to make sure that plants receive adequate water regardless of weather conditions including plants in areas where GVB's irrigation system is not available. Submit a cost proposal to correct the irrigation coverage problem within three days of discovery to the Contracting Officer for review and approval prior to proceeding with the work.
- b. It is the responsibility of the Contractor to conserve water and assure that all watering rules and regulations are followed. The Contractor shall pay any penalties, fines, or citations for watering ordinance violations.
- c. Irrigation shall be made by the use of the permanent irrigation systems. Hand water as needed to supplement the permanent system. Failure of the irrigation system to provide full and proper coverage shall not relieve the landscape maintenance Contractor of the responsibility to provide adequate irrigation. It is the Contractor's responsibility to make sure the irrigation system is maintained and operates properly.
- d. The Contractor is responsible for the complete operation and maintenance of the irrigation systems, except as noted below. The Contractor shall examine the

irrigation system for damage or malfunction weekly and shall report damage or malfunction to the Contracting Officer in writing. If the Contractor fails to report the broken or malfunctioning irrigation system components within three days of the breakage or malfunction, the Contractor shall be responsible for all damages resulting from the broken irrigation system component.

- e. Adjust watering times as needed to avoid over and under watering.

2. IRRIGATION SYSTEM SCHEDULED MAINTENANCE

- a. Each valve zone shall be observed for signs of damage on a weekly basis during the irrigation season.
- b. The landscape maintenance Contractor shall maintain the irrigation system, including cleaning of filter screens yearly or more often as needed, and flushing pipes, as part of this contract.
- c. Run-off of water from irrigation systems into or onto streets, sidewalks, stairs, or gutters is not permitted. The Contractor shall immediately shut down the irrigation system and make adjustments, repairs, or replacements as soon as possible to correct the source of the run-off.

3. IRRIGATION SYSTEM REPAIR

- a. The landscape maintenance Contractor shall replace or repair, at the landscape maintenance Contractor's expense, any irrigation components damaged, unless due to excluded damage. If the damage was due to excluded damage, the irrigation repairs will be paid for as additional work. The Contractor shall make notification of needed repairs within three days of the day the damage occurred. Regardless of the cause of damage, the Contractor shall take immediate action to prevent further damage by shutting off the damaged part of the irrigation system and commencing with hand watering as needed. As soon as possible after receiving written authorization to proceed, the Contractor shall make repairs.

The following items are considered to be minor repairs: damaged or clogged sprinkler nozzles, adjustment of sprinkler patterns or arcs, adjustment of sprinkler position (i.e.; raise, lower, or straighten sprinkler head), replacement of clogged, broken, or missing barbed-style drip emitters, replacement or repositioning of drip distribution tubing smaller than 1/2 inch or 15 mm diameter. Contractor shall correct these minor repair items at Contractor's expense.

- b. Any replacement of irrigation system components shall be made with materials of the same manufacturer and model as the original equipment. Substitutions of materials other than original equipment will be approved only when the original equipment has been discontinued and is no longer available for purchase at any location. The substituted equipment must be completely compatible with the original and must be approved in advance by the Contracting Officer.
- c. All repairs to the system shall be identical to the original installation, unless approved otherwise in advance by the Contracting Officer. If a change to the

installation will result in lower future maintenance costs, less frequent breakage, or an increase in public safety, request authorization to make the change from the Contracting Officer.

- d. For safety, never install sprinklers on risers above the ground level, even if the risers are flexible. Always use spring-operated, pop-up style, sprinkler heads. Sprinkler heads are available with pop-up heights up to 12 inches (30 cm) above ground level. If the existing sprinklers are mounted on aboveground risers, the replacements shall be pop-up type sprinklers.
- e. Contractor shall check the entire irrigation system weekly for items such as dry spots and missing or malfunctioning irrigation components. Check for leaking valves, water running across sidewalks, water standing in puddles, or any other condition that hampers correct operation of the system or the public safety.

The Contractor shall carefully observe plant materials for signs of wilting, indicating a lack of water. Plants which die due to irrigation failure will be considered to have died due to the Contractor's negligence and shall be replaced at the Contractor's expense.

- f. Plastic sprinkler nozzles with bad patterns shall be replaced with new nozzles of the same flow rate and arc as part of the regular maintenance of the sprinkler system. Do not attempt to clean plastic nozzles by sticking knife blades or wire into the openings. The plastic will be scratched and the pattern will be ruined. Brass nozzles may be carefully cleaned if needed.

CLEANUP AND LITTER REMOVAL

- a. Sweep or blow-off all walks, curbs, bus stops, seating areas, planting areas, and gutters daily (Monday through Saturday).
- b. Do not sweep or blow trash, leaves, clippings, or landscape debris into planters or onto adjacent property. Collect all debris swept or blown from landscape areas and remove from the site.
- c. Do not use blowers prior to 7:00 A.M. or after 8:00 P.M. or at any other hours restricted by law. Do not use blowers around parked vehicles to avoid scratching vehicle paint with blowing sand and debris. Blowers may not be used where prohibited by law. All litter shall be removed from sidewalks, gutters, and all planted areas each week. In no case shall trash, litter, or leaves be blown or swept onto the property of others. All trash, litter, leaves, etc. shall be collected and removed from the site.
- d. In addition to removing all litter from sidewalks, gutters, and planted areas, the Contractor shall remove and dispose of any large miscellaneous debris or trash. For the purpose of this contract, "large" shall mean items the size of a small beverage cup or larger. All litter shall be removed from planter areas and sidewalks, regardless of the size of the litter.

- e. Water blast all sidewalks and bus stops two (2) times a year. Do not water blast at peak pedestrian and vehicular traffic hours. Do not initiate water blasting without the approval of the Contracting Officer.
- f. Seal all water blasted areas with approved penetrating sealer immediately after water blasting. Protect sealed areas until sealer is dry and ready for traffic.
- g. Paint over graffiti and mars on vertical surfaces of walls, signs and site furnishings using approved methods as required. Protect newly painted surfaces until dry. Force Account or Contingent Sum will cover this item.

CHEMICALS, HERBICIDES, PESTICIDES

- a. All chemicals shall be used in accordance with label directions and the manufacturers recommended handling methods. All chemicals shall be handled in accordance with all applicable regulations. Registered chemicals shall be used only on the advise of a qualified and certified pesticide applicator. Nothing in this specification shall be construed to be the advice of, or to substitute for the advice of, a certified pest control applicator. Contractor must retain certification in Commercial Pesticide Applicator categories #4 (Ornamental and Turf) and #6 (Right-of-Way).
- b. Pesticides shall not be applied within one hour of the start of operating hours for businesses at the site. In the event that it is not possible to complete the application by one hour prior to business hours (i.e.; 24 hour operations), applications shall be made at times when customer presence is minimal. Areas to be treated shall be blocked off and warning signs posted.
- c. The landscape maintenance Contractor shall take precautions to keep persons away from pesticide-applied areas until the Re-Entry interval (REI) has lapsed. Follow the recommendations of the pesticide manufacturer and all applicable governmental and industry regulations. All pesticides used must have a US Environmental Protection Agency (EPA) registration number on the product label.

Disposal

- a. SOLID WASTE COLLECTION PERMIT: The Contractor shall obtain a Solid Waste Permit from the Guam Environmental Protection Agency (GEPA) prior to disposing of solid waste (collected debris, trash, weeds, etc.).
- b. Solid Waste shall be disposed of properly at a GEPA approved disposal area in accordance with Local Laws. Tipping fees for disposal are the responsibility of the Contractor. No additional compensation will be given.
- c. Responsibility: All company vehicles transporting solid waste shall take precautions to prevent any solid waste from falling off or being dislodged from the vehicles during transportation. If any such waste falls from or is dislodged from any vehicle upon any street, highway, or any other public or private property, it shall be the obligation of the operator of such vehicle to immediately pick up and remove such waste.

- d. Hazardous Waste: Potential hazardous waste such as World War II munitions, paint related products, etc., found during the maintenance shall be reported immediately to the Contracting Officer. Incidents regarding World War II munitions shall be reported immediately to the Guam Police Department and the Contracting Officer.

Project Schedule

1. **CONTRACT TERM:** The contract for this project shall commence within fifteen (15) calendar days upon the issuance of Notice To Proceed and shall terminate one (1) calendar year later. At the end of the first contract period, at the option of the Contracting Officer and based on the performance of the Contractor, the contract may be renewed yearly for a total of two (2) additional years. The awarded lump sum (+/- contract adjustments) and unit price items will be used to determine the contract amount for the contract extension periods. The contract will close out after the second year of contract extensions.
2. **LANDSCAPE MAINTENANCE SCHEDULE:** The Contractor shall conform to the following schedule and conditions:
 - a. 6 days a week (Monday through Saturday) - the Contractor shall conduct maintenance of landscape and hardscape areas daily Monday through Saturday.
 - b. The Contractor shall submit a detailed monthly work schedule for approval to the Contracting Officer. The schedule shall be submitted two weeks before the beginning of each month.
 - c. The Contractor shall have resources available to correct any discrepancies, noted by the Contracting Officer during inspections, before the end of each service day.
 - d. In the event the services as specified herein cannot be performed, due to causes which are beyond the control and without the fault of the Contractor, Contractor shall notify the Contracting Officer, in writing, stating the reasons for non-performance of services. Contractor will not be compensated for any day cleaning services not performed. See Section D. Postponed Work Schedule Make-up.

SECTION C Responsibility of the GVB

1. The Contracting Officer will inspect the work areas and notify the Contractor of any discrepancies. The Contracting Officer will coordinate an inspection schedule with the Contractor that will allow the Contractor adequate time to correct any discrepancies before the end of each service day.
2. The Contracting Officer will furnish the Contractor an inspection checklist. Also, if a representative for the Contractor is present on site, the Contracting Officer will inform the Contractor of discrepancies while conducting the inspection. The Contractor shall immediately correct any unsatisfactory item of work.

SECTION D
Postponed Work Schedule Make-Up

1. The Contractor shall commence work from the date of Notice to Proceed and continue thereafter in accordance with the service schedule as set forth thereafter. If inclement weather or any other unavoidable condition prevents the Contractor from performing the work on a scheduled date, the Contractor shall so report to the Contracting Officer. The Contractor shall make up the corresponding number of workdays postponed for all areas by assisting with additional clean up of debris usually associated with such inclement weather. No additional compensation will be allowed the Contractor for any make up maintenance work.
2. Before commencement of any make-up work, the Contractor must obtain the approval of the Contracting Officer. All make-up work scheduled shall be of mutual arrangement and agreement between the Contractor and the Contracting Officer.

DIVISION II
Liquidated Damages

In lieu of any other provision regarding liquidated damages it shall be mutually agreed and understood by and between the parties to this contract that time and strict adherence to the work requirements, unless otherwise directed by the Contracting Officer, shall be of essence to the contract. In case of failure on the part of the Contractor to complete each cleaning within the time agreed upon and in accordance with the specified work requirements, the damages being impossible of definite ascertainment, agreed upon, liquidated and fixed at the sum of 10% of the work item dollar amount, which was performed late, as determined by the Contracting Officer. Any work item not performed and not able to be made up will be deducted from the contract by prorating as determined by the Contracting Officer. The Contractor hereby agrees to pay the Contracting Officer as liquidated damages and not by way of penalty, or provide full landscape and maintenance services in the above manner, for any of the following infractions:

1. Failure of the Contractor to provide the required landscape maintenance services, except when impractical to perform the work and proper notice was given by the Contractor in writing to the Contracting Officer.
2. Failure of the Contractor to provide the landscape maintenance services herein due to equipment failure. It shall be the Contractor's responsibility to provide loaner or rental equipment, at the Contractor's own expense, to provide all services herein in order to complete the landscape maintenance requirements.
3. Failure of the Contractor to report for work on the regular and/or make-up work date after notifying the Contracting Officer.
4. Failure of the Contractor to notify the Contracting Officer that the work cannot be performed or completed on the regularly scheduled date.

5. For any other infraction of the contract requirements.

DIVISION III
Miscellaneous Provisions

1. **PERMITS AND COOPERATION WITH GOVERNMENT OF GUAM AGENCIES:**
The Contractor must obtain all permits that are required for the maintenance of landscape and hardscape services in the project area. The Contractor shall give full cooperation to resource agencies such as the Guam Environmental Protection Agency, the Department of Public Works, GVB and all concerned government agencies.
2. **REPAIR OF DAMAGES TO EXISTING FACILITIES AND STRUCTURES:**
The Contractor shall immediately repair existing landscape, hardscape, facilities, and/or structures damaged by the contractor within twelve (12) hours. If such repairs are not completed within the time specified, the GVB reserves the right to hire another Contractor to make the necessary repairs and deduct the repair costs from any money due or that may become due the Contractor. In case any money due to the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand by the Contracting Officer.
3. **LOST AND FOUND ARTICLES:** All lost and found articles recovered during operations shall be turned over to the Contracting Officer.
4. **LOCAL LABOR:** The Contractor shall, in the performance of work under this contract, employ qualified residents of Guam in preference to nonresident laborers. The requirement shall apply to day laborers and it may apply to positions requiring technical skill applied or scientific knowledge, at the Contractor's discretion. Such preference shall be given to only those persons who are found to possess the capacity necessary for the proper discharge of duties of employment.
5. **MINIMUM WAGE RATES:** The current wage determination decision issued by the Department of Labor is applicable to this contract. While the wage rates are minimum hourly rates required to be paid during the life of the contract, it is the responsibility of bidders to inform themselves of the local laws covering such items as the length of workday, overtime compensation, health and welfare contributions, labor supply, and prospective changes or adjustments of wage rates.
6. **GOVERNMENT REQUIREMENTS:** The Contractor shall comply with all applicable Government of Guam and Federal Laws and Regulations.
7. **INDEMNITY:** The Contractor agrees to save and hold harmless the Government, its officers, agents, representatives, successors and other assigns and other governmental agencies from any and all suits or actions of every nature and kind, which may be brought for or on account of any injury, death, or damage arising or growing out of the acts or omissions of the Contractor, Contractor's officers, agents, servants or employees under this contract.
8. **INSPECTION:** The Contractor shall furnish the Contracting Officer every reasonable facility for ascertaining whether or not the work performed and materials used are in

accordance with the requirements and intent of the specifications and contract.

9. COMMUNICATIONS AND REPORTS:

- a. All notices, demands, requests, instructions, approvals, proposals and claims must be in writing. The Contractor must execute issuance of verbal field orders by Inspectors unless the order is not in conformance with the contract.
- b. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the job site to the person-in-charge, or if delivered at the office to the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate in writing to the Contracting Officer), or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered via facsimile (fax) transmission.
- c. Any such notice shall be deemed to have been given as of the time of actual delivery or, in the case of mailing, when the same should have been received in due course of post, or in the case of fax, at the time of actual receipt, as the case may be.
- d. Regular communication between the Contractor and the Contracting Officer is required. The Contractor shall submit checklists, signed and dated as required, to the Contracting Officer for review.
- e. As the landscape matures, some of the maintenance procedures will be eliminated and others may have to be added. For example, as the shrubs mature they will require less fertilizer. The Contracting Officer must approve changes to these specifications in writing.
- f. The Contractor shall provide the Contracting Officer with the name and phone number of the Contractor's representative for this site. The Contractor's representative shall be a person in the employ of the Contractor who manages the Contractor's activities at the site.
- g. The contract shall submit a detailed maintenance schedule outlining tasks and manpower at the site to the Contracting Officer within two (2) weeks of the contract award.
- h. The Contractor shall submit to the Contracting Officer the results of any testing or reports of inspections performed at the site within two (2) weeks of receipt of such results or reports.
- i. The Contractor shall provide a yearly maintenance schedule noting Guam's Department of Agriculture's inspections, fertilizer, pesticide applications, power washing and sealing, trimming and pruning operations at the award of the contract, and the October of the year prior for review by Contracting Officer in subsequent years.
- j. This section does not apply to decisions given pursuant to the provisions of the General Conditions dealing with Disputes.

- k. The Contractor shall submit daily accomplishment report before the end of each work day or in the morning (until 10:00A.M.) of the following work day.

10. SAFETY REQUIREMENTS:

- a. The Contractor shall implement a safety program conforming to the requirements of federal, local laws, rules and regulations. The program shall include, but is not limited to, the following:

"Occupational Safety and Health Standards," which can be ordered from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

- b. The Contractor shall confer with the Contracting Officer to develop a mutual understanding relative to the administration of the Safety Program.

The Contractor shall submit, prior to the specified pre-performance conference, a written outline of the safety provisions and precautions to be followed throughout the life of the contract. Included in the safety outline shall be:

- (1) Identification of hazards expected to be encountered and the procedure/method of guarding or correction.
- (2) Appointment of a competent job site supervisory employee to effectively carry out the safety and health program.
- (3) Providing each employee with initial safety indoctrination and instruction to enable him to perform his work in a safe manner. These instructions shall include pertinent safety regulations, specific hazards expected, availability of medical facilities, reporting of accidents, etc.
- (4) Preparation and submission of accident or property damage reports. The required report shall be submitted to the Contracting Officer not later than seven days from the occurrence. In the event of an accident involving a death, the contracting officer shall be notified immediately.

- 11. PUBLIC RELEASE OF INFORMATION: There shall be no public release of information or photographs concerning any aspect of the materials or service in relation to this contract or other documents resulting there from without the prior written approval of the Contracting Officer. The Contractor shall insert the substance of this paragraph in each subcontract and purchase order.

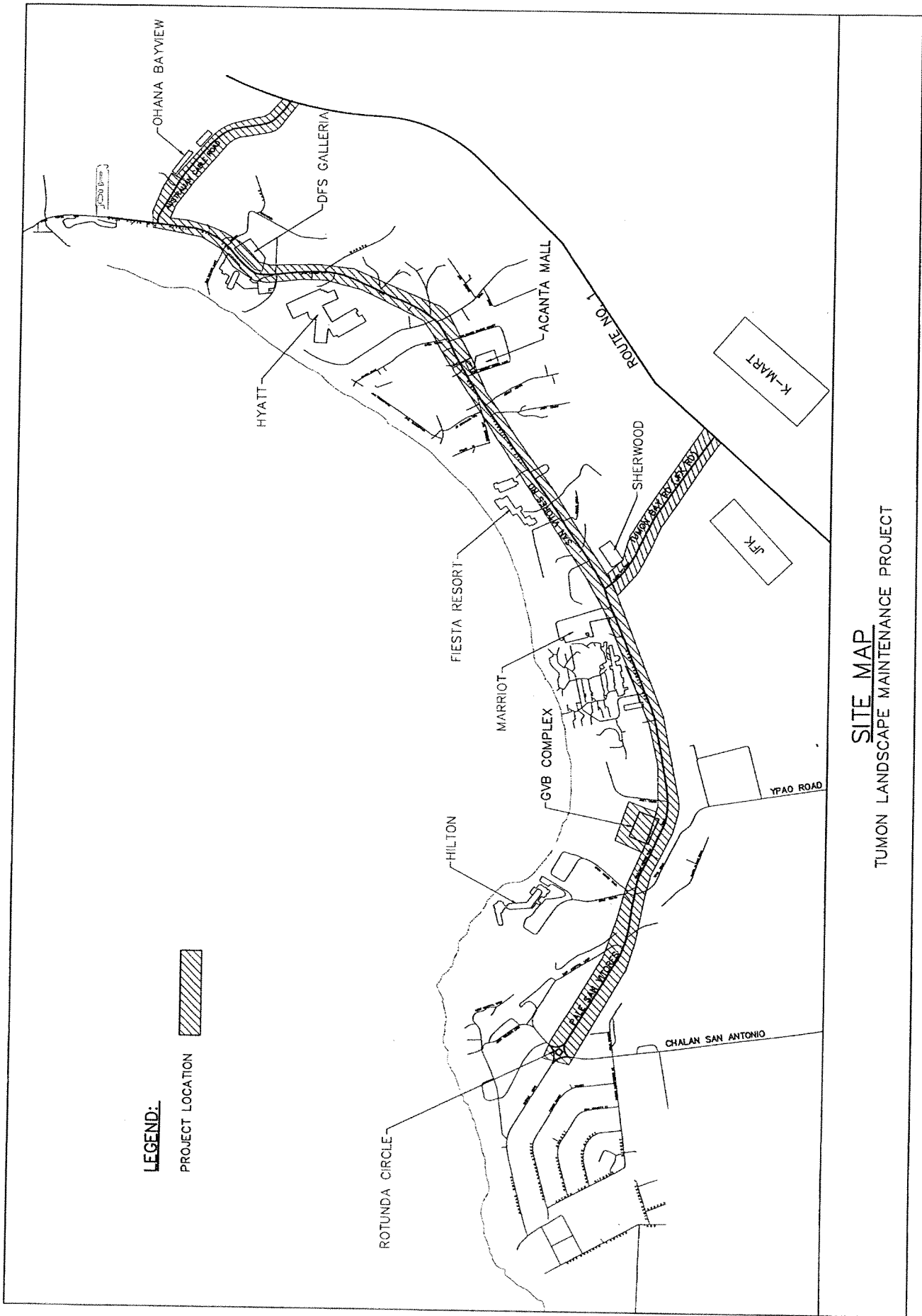
"End of Section"

Exhibit A

Project

Site

Map



SITE MAP
TUMON LANDSCAPE MAINTENANCE PROJECT

LEGEND:
PROJECT LOCATION

Exhibit B

Project

Inventory

PROJECT INVENTORY

SITE	LOCATION	MEDIAN INVENTORY
BF Rotunda	The Rotunda is currently being renovated	Hibiscus, bougainvillea, plumeria various tree species
Median #1	Hafa Adai Specialists	Groundcover: CROTONS Trees: 4 Manila Palms Fixtures: None Water Sprinklers:
Median #2	Ypao Plaza (nearest Hilton intersection)	Ground cover: CROTONS Trees: 2 Manila Palms Fixtures: 3 ground lights Water Sprinklers:
Median #3	Ypao Plaza (nearest Med #4, GVB)	Ground cover: CROTONS Trees: 4 Banaba Trees Fixtures: 8 ground lights Water Sprinklers:
Median #4	GVB	Ground cover: CROTONS Trees: 9 Coconut Trees Fixtures: 11 ground lights Water Sprinklers:
Median #5	Proa Restaurant	Ground cover: CROTONS Trees: 20 Coconut Trees Fixtures: 20 ground lights Water Sprinklers:
Median #6	Perez Apts. / Dollar-Rent-A-Car	Ground cover: CROTONS Trees: 5 Banaba Trees Fixtures: 12 ground lights Water Sprinklers:
Median #7	Perez Apts. / PIC Garage	Ground cover: IXORAS Trees: 3 Vitex Trees Fixtures: 7 ground lights Water Sprinklers:
Median #8	PIC	Ground cover: IXORAS Trees: 5 Manila Palms Fixtures: 9 ground lights Water Sprinklers:
Median #9	Royal Orchid	Ground Cover: Naupakas Trees: None Fixtures: 4 ground lights
Median #10	Marriott	Ground cover: IXORAS Trees: 8 Manila Palms Fixtures: 8 ground lights Water Sprinklers:
Median #11	Fountain Plaza	Groundcover: IXORAS Trees: 3 Banaba Trees Fixtures: 7 ground lights Water Sprinklers:

SITE	LOCATION	MEDIAN INVENTORY
Median #12	Rich Rent-A-Car	Groundcover: IXORAS
		Trees: 3 Vitex Trees
		Fixtures: 8 ground lights
		Water Sprinklers:
Median #13	Garden Villa	Ground cover: CROTONS
		Trees: 2 Vitex Trees
		Fixtures: 5 ground lights
		Water Sprinklers:
Median #14	Fiesta Resort	Ground cover: IXORAS
		Trees: 3 Coconut Trees
		Fixtures: 5 ground lights
		Water Sprinklers:
Median #15	GPD Koban-Matapang Beach	Ground cover: IXORAS
		Trees: 4 Vitex Trees
		Fixtures: 11 ground lights
		Water Sprinklers:
Median #16	Holiday Resort	Ground cover: IXORAS
		Trees: 11 Coconut Trees
		Fixtures: 12 ground lights
		Water Sprinklers:
Median #17	Japanese Restaurant	Ground cover: IXORAS
		Trees: 1 Vitex Tree
		Fixtures: 4 ground lights
		Water Sprinklers:
Median #18	Holiday Plaza	Ground cover: IXORAS
		Trees: 3 Flame Trees
		Fixtures: 3 ground lights
		Water Sprinklers:
Median #19	GPD Precinct @ Fujita	Ground cover: CROTONS
		Trees: 2 Coconut Trees
		Fixtures: 7 ground lights
		Water Sprinklers:
Median #20	Burger King	Ground cover: CROTONS
		Trees: 2 Coconut Trees
		Fixtures: 0 ground lights
		Water Sprinklers:
Median #21	Tumon Sands	Ground cover: IXORAS
		Trees: 9 Flame Trees
		Fixtures: 9 ground lights
		Water Sprinklers:
Median #22	Hyatt	Ground cover: CROTONS
		Trees: 1 Flame tree
		Fixtures: 6 ground lights
		Water Sprinklers:
Median #23	DFS (West of Bldg)	Ground cover: CROTONS
		Trees: 3 Fuji Fan Palms
		Fixtures: 7 ground lights

SITE	LOCATION	MEDIAN INVENTORY
		Water Sprinklers:
Median # 24	DFS (East of Bldg)	Ground cover: CROTONS
		Trees: 1 Fuji Fan Palm
		Fixtures: 7 ground lights
		Water Sprinklers:
Median #25	Outrigger/Plaza	Ground: IXORAS
		Trees: 4 Fan Palms
		Fixtures: 6 ground lights
		Water Sprinklers:
Median #26	Guam Reef	Ground cover: CROTONS
		Trees: 4 Coconut Trees
		Fixtures: 5 ground lights
		Water Sprinklers:
Median #27	7-11 Store (Australian Cable Road)	Ground cover: CROTONS
		Trees: 2 Flame Trees
		Fixtures: 4 ground lights
		Water Sprinklers:
Median #28	Westin / Watabe Wedding	Ground cover: CROTONS
		Trees: None (no room for trees)
		Fixtures: 8 ground lights
		Water Sprinklers:
Medians A & B	JFK Road	Ground cover: CROTONS
		Trees: 10 Coconut Trees
		Fixtures: 12 ground lights
		Water Sprinklers:
Medians C, D, E, F	Australian Cable Road	Ground cover: IXORAS
		Trees: 16 Coconut trees, 3 Manila Palms, 1 Pink Tacoma
		Light fixtures: 41 ground lights
		Water Sprinklers:

Exhibit C
Monthly
& Weekly
Checklists

TUMON LANDSCAPE MAINTENANCE PROJECT WEEKLY CHECK LIST

ITEM	WEEKLY TASKS & IN ADDITION TO MONTH TASKS
1	Trash removal and trash liner replacement daily (Monday through Saturday).
2	Prune shrubs as needed to remove dead, broken, extending beyond the face of curbs or sidewalks, or are climbing building walls. Formal hedges and topiary shall be pruned to maintain uniform height and width every other month.
3	Check all shrubs and groundcover for signs of stress or disease.
4	Keep groundcover trimmed back from sidewalks, curbs, and paved areas every other month.
5	Mow, edge, and trim lawns as required to maintain an even, well-groomed appearance twice per month.
6	Examine irrigation system for damage or malfunction.
7	Adjust watering times weekly to prevent run-off.
8	Observe valve zone for signs of damage during the irrigation season.
9	Check entire irrigation system for items such as dry spots and missing or malfunctioning irrigation components, or any other condition, which may hamper the correct operation of the system or the public's safety.
10	Sweep or blow-off all walks, curbs, bus stops, seating areas, planting areas, and gutters.
11	Submit Weekly Checklist, signed and dated as required
12	Provide weekly written log of the maintenance work performed with personnel hours and activities specifically noted for Owners review.

Exhibit D

Formal

Draft

(Contract)

**INDEPENDENT CONTRACTOR AGREEMENT
FOR LANDSCAPING SERVICES**

This Independent Contractor Agreement (“Agreement”) is made and effective this ____ day of _____, 2012, by and between the Guam Visitors Bureau (“GVB”), and _____ (“Contractor”), through their duly authorized representatives, for landscaping services for the Tumon Landscape Maintenance Project (“Project”).

NOW, THEREFORE, GVB and Contractor agree as follows:

1. Engagement. GVB hereby engages Contractor, and Contractor hereby accepts said engagement to provide landscaping services for GVB as identified in the Technical Specifications of the Invitation for Bid. Technical Specifications attached to this Agreement.
2. Contractor’s Requirements. Contractor agrees to furnish all necessary labor, materials, expertise, and equipment necessary to perform and complete the Project in a professional, timely and appropriate manner.
3. Contract Term. Contractor shall provide services to GVB pursuant to this Agreement for a term commencing on October 1, 2012, and ending on September 30, 2013. GVB reserves the option to renew the Agreement after completion of the initial term for up to an additional two years, in one year increments, subject to the Agreement of the parties. The option to renew is subject to the appropriation and availability of funds and upon GVB’s determination of satisfactory performance by the Contractor.
4. Place of Work. Contractor shall provide landscaping services for the Project as identified in the Technical Specifications, and as further determined by GVB.
5. Payment. GVB shall pay Contractor, and Contractor agrees to accept, up to _____ dollars (“\$000,000.00”) as consideration for landscaping services. Payment shall only be made upon receipt of Contractor’s invoice for services performed, and certification by GVB of such invoice.
6. Time for Work. Contractor’s time-schedule for the performance of services under this Agreement is subject to the prior approval of GVB. Contractor shall provide to GVB a schedule identifying the time for the performance of services prior to actual performance. Contractor agrees and covenants to devote sufficient time as is necessary to fulfill the terms of this Agreement. At no time shall Contractor’s performance of services conflict or interfere in any way with the operation of GVB.

7. Contract Documents. The parties mutually agree that the following list of instruments, specifications, and documents which are attached hereto are incorporated and a part of this Agreement:

- a. Notice/Instruction to Bidders
- b. Proposal
- c. Bid Form
- d. Bid Schedule
- e. General Provisions
- f. Technical Specifications
- g. Addendum(s).

8. Confidentiality. Contractor, including its agents, employees, representatives, assignees, and subcontractors agree and warrant that they shall not disclose any confidential or proprietary information obtained, seen or discovered by it during the performance of services under this Agreement. Confidential and proprietary information includes, but is not limited to, customer and client lists, business and marketing plans, financial information, personnel information, designs, drawings, specifications, models, software, source and object codes.

9. Termination.

Termination for Default

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

(b) Contractor's Duties. Notwithstanding termination of the contract and subject to any directions from the Procurement Officer, the contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the contractor in which the territory has an interest.

(c) Compensation. Payment for completed supplies delivered and accepted by the territory shall be at the contract price. Payment for the protection and preservation of property shall be in an amount agreed upon by the contractor and the Procurement Officer; if the parties fail to agree, the Procurement Officer shall set an amount subject to the contractor's rights under Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations.

The territory may withhold from amounts due the contractor such sums as the Procurement Officer deems to be necessary to protect the territory against loss because of outstanding liens or claims of former lien holders and to reimburse the territory for the excess costs incurred in procuring similar goods and services.

(d) Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, the contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the contractor has notified the Procurement Officer within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the territory and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the contractor shall not be deemed to be in default, unless the supplies or services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the contractor to meet the contract requirements. Upon request of the contractor, the Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the territory under the clause entitled (in fixed-price contracts, "Termination" for Convenience in cost-reimbursement contracts) "Termination". (As used in this Paragraph of this clause the term "subcontractor" means subcontractor at any tier.)

(e) Erroneous Termination for Default. If, after notice of termination of the contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the territory, be the same as if the notice of termination had been issued pursuant to such clause. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the territory, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations.

(f) Additional Rights and Remedies. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

Termination for Convenience

(a) Termination. The Procurement Officer may, when the interest of the territory so require, terminate this contract in whole or in part, for the convenience of the territory. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(b) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the territory. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(c) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the territory in the manner and to the extent directed by the Procurement Officer:

- (1) any completed supplies; and
- (2) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract.

The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the territory has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code of Guam, §2706 Utilization of this Section in no way implies that the territory has breached the contract by exercise of the Termination for Convenience Clause.

(d) Compensation.

(1) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data to the extent required by §3118 (Cost or Pricing Data) of the Guam Procurement Regulations bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(2) The Procurement Officer and the contractor may agree to a settlement provided the contractor has filed a termination claim supported by cost or pricing data to the extent required by §3118 (Cost or Pricing Data) of the Guam Procurement Regulations and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the territory, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated.

(3) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

- (i) contract prices for supplies or services accepted under the contract;
- (ii) costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for accepted supplies or services; provided, however, that if it appears that the contractor would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
- (iii) costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c) (ii) of this Paragraph;
- (iv) the reasonable settlement costs of the contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this contract.

The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(4) Cost claimed, agreed to, or established under Subparagraph (b) and (c) of this Paragraph shall be in accordance with Chapter 7 (Cost Principles) of the Guam Procurement Regulations.”

10. Independent Contractor. Contractor, including its agents, employees, representatives, assignees, and subcontractors are independent contractors and are not employees or partners of GVB, and shall not be entitled to nor receive any benefit normally provided to GVB employees such as annual or sick leave, retirement benefits, or health care. Contractor is responsible for all taxes made on any funds received from GVB under this Agreement.

11. Security. Contractor acknowledges and agrees that it shall be liable for any failure of integrity on behalf of its employees and agents, and that any injury or theft, damage, destruction, or loss of property to GVB or its employees and agents resulting from Contractor and/or its employees or agents negligent, reckless, or intentional acts shall be the responsibility and liability of Contractor.

12. Indemnity. GVB shall not be responsible nor held liable for any injury, damage or loss to persons or of property resulting from Contractor's performance or non-performance of its duties and services under this Agreement. Contractor shall indemnify GVB against any and all losses, liabilities, claims, actions, suits or complaints resulting from Contractor's performance or non-performance under this Agreement. If GVB is forced to defend itself based upon the actions of Contractor, then Contractor must pay GVB's attorney's fees and costs arising out of the action.

13. Assignment/Subcontracts. It is expressly acknowledged and agreed that Contractor is solely responsible for the fulfillment of its duties and obligations under this Agreement. Contractor is expressly prohibited from assigning its interest in this Agreement without the express written consent of GVB. In the event of a permissible assignment, the terms of this Agreement shall be binding upon the assignee. Contractor is further prohibited from sub-contracting services under this Agreement without the express written consent of GVB. In the event of a permissible sub-contract, Contractor agrees to bind the sub-contractor to the terms of this Agreement. However, there will be absolutely no contractual relationship between sub-contractor and GVB.

14. Disputes

(1) All controversies between the territory and the contractor which arise under, or are by virtue of, this contract and which are not resolved by mutual agreement, shall be decided by the Procurement Officer in writing, within 60 days after written request by the contractor for a final decision concerning the controversy; provided, however, that if the Procurement Officer does not issue a written decision, within 60 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the contractor may proceed as if an adverse decision had been received.

(2) The Procurement Officer shall immediately furnish a copy of the decision to the contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt.

(3) Any such decision shall be final and conclusive, unless fraudulent, or:

(i) the contractor brings an action seeking judicial review of the decision in the Office of Public Accountancy

(4) The contractor shall comply with any decision of the Procurement Officer and proceed diligently with performance of this contract pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, this contract, except where there has been a material breach of the contract by the territory; provided, however, that in any event the contractor shall proceed diligently with the performance of

the contract where the Chief Procurement Officer, the Director of Public Works, or the head of a Purchasing Agency has made a written determination that continuation of work under the contract is essential to the public health and safety.

15. Claims Based on the Director of Public Works or the Head of the Purchasing Agency's Actions or Omissions

(1) Notice of Claim. If any action or omission on the part of the Bureau, or designee of such officer, requiring performance changes within the scope of the contract constitutes the basis for a claim by the contractor for additional compensation, damages, or an extension of time for completion, the contractor shall continue with performance of the contract in compliance with the directions or orders of such officials, but by so doing, the contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

(a) the contractor shall have given written notice to the Bureau, or designee of such officer:

(i) prior to the commencement of the work involved, if at that time the contractor knows of the occurrence of such action or omission;

(ii) within 30 days after the contractor knows of the occurrence of such action or omission, if the contractor did not have such knowledge prior to the commencement of the work; or

(iii) within such further time as may be allowed by the Bureau in writing.

This notice shall state that the contractor regards the act or omission as a reason which may entitle the contractor to additional compensation, damages, or an extension of time. The Bureau or designee of such officer, 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 Authority or designee of such officer.

(b) the notice required by Subparagraph (a) of this Paragraph describes as clearly as practicable at the time the reasons why the contractor believes that additional compensation, damages, or an extension of time may be remedies to which the contractor is entitled; and

(c) the contractor maintains and, upon request, makes available to the Authority 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.

(2) Limitations of Clause. Nothing herein contained, however, shall excuse the contractor from compliance with any rules of law precluding any territorial 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 contract.

(3) Adjustments of Price. Any adjustment in the contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

16. 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. The parties agree that no mechanic, contractor, sub-contractor, material man, or other person can or will contract for, or in any other manner, have or acquire any lien upon the binding or works covered by this Agreement, or the land upon which the same is situated.

17. Governing Law. The laws and regulations of Guam shall govern the interpretation, effect and validity of this Agreement. Venue of any court action shall be in Guam.

18. Modifications/Amendments. This Agreement may not be modified or amended without the express written consent of both parties. If the amendments or modification materially alter the obligations of the parties under the Agreement, the parties shall be entitled to an adjustment in the rates and charges established under the contract.

19. Changes.

(1) Change Order. By a written order, at any time, and without notice to surety, the Chief Procurement Officer or the head of a Purchasing Agency may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

(A) Drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the territory in accordance therewith;

(B) method of shipment or packing; or

(C) place of delivery.

(2) Adjustments of Price or Time for Performance. If any such change order increases or decreases the contractor's cost of, or the time required for performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the territory promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(3) Time Period for Claim. Within 30 days after receipt of a written change order under Paragraph (1) (Change Order) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the territory is prejudiced by the delay in notification.

(4) Claims Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

(5) Other Claims not Barred. In the absence of such a change order, nothing in this clause shall be deemed to restrict the contractor's right to pursue a claim arising under the contract if pursued in accordance with the clause entitled, "Claims Based on a Procurement Officer's Actions or Omissions, Notice of Claim Clause", or for breach of contract.

20. Stop Work Order.

(1) Order to Stop Work. The Procurement Officer may, by written order to the contractor, at any time, and without notice to any surety, require the contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Procurement Officer shall either:

(i) cancel the stop work order; or

(ii) terminate the work covered by such order as provided in the Termination for Default Clause or the Termination for Convenience Clause of this contract.

(2) Cancellation or Expiration of the Order. If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or contract price shall be modified in writing accordingly, if:

(i) the stop work order results in an increase in the time required for, or in the contractor's cost properly allocable to, the performance of any part of this contract; and

(ii) the contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

(3) Termination of Stopped Work. If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

(4) 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 contract

21. Price Adjustment.

(a) Price Adjustment Methods. Any adjustment in contract price pursuant to a clause in this contract shall be made in one or more of the following ways:

(i) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

(ii) by unit prices specified in the contract or subsequently agreed upon;

(iii) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract or subsequently agreed upon;

(iv) in such other manner as the parties may mutually agree; or

(v) in the absence of agreement between the parties, by a unilateral determination by the Procurement Officer of the 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 of the regulations promulgated under Chapter 7 (Cost Principles), subject to the provisions of Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations.

(b) Submission of Cost or Pricing Data. The contractor shall provide cost or pricing data for any price adjustments subject to the provisions of §3118 (Cost or Pricing Data) of the Guam Procurement Regulations.

22. Remedies. Any dispute arising under or out of this contract is subject to the provisions of Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations.

23. Liquidated damages. When the Contractor is given notice of delay or nonperformance as specified in Paragraph (l) (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one-percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonably obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or nonperformance is excused under Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay.

24. Right to Audit Records. The Bureau may, at reasonable times and places, audit the books and records of any person who has submitted cost or pricing data pursuant to 5 GCA §5232 (Cost or Pricing Data) of the Guam Procurement Act, to the extent that such books and records relate to such cost or pricing data. Any person who receives a contract, change order, or contract modification for which cost or pricing data is required, shall maintain such books and records that relate to such cost or pricing data for three (3) years from the date of final payment under the contract, unless a shorter period is otherwise authorized in writing.

25. Prohibition against employment of sex offenders. The Contractor warrants that (1) no person providing services on behalf of the contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in

Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and (2) that if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.

26. Contractor's Representations

(a) The contractor represents that it has not retained a person to solicit or secure a territorial contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

(b) The bidder, offeror, or contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §11206 (Gratuities and Kickbacks) of the Guam Procurement Regulations.

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

27. Notices. Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing, and shall be hand-delivered or mailed by certified mail, return receipt requested as follows:

Joann G. Camacho
General Manager
Guam Visitors Bureau
401 Pale San Vitores Road
Tumon, Guam 96912

John Doe
Director
John Doe Company
401 Any Road
Any Village, Guam 96913

28. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, this Agreement, including all of the remaining terms, shall remain in full force and effect as if such invalid or unenforceable term had never been included.

29. Entire Agreement. This Agreement, including the documents identified in Section 7, constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. The parties each acknowledge that no representations, inducements, promises or agreements, 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.

IN WITNESS WHEREOF, the parties have signed this Agreement on the day and year appearing by their respective signatures.

Joann G. Camacho
General Manager
Guam Visitors Bureau

John Doe
President
John Doe company

Date: _____

Date: _____

CERTIFICATION OF FUNDS IS SUBJECT TO
RECEIPT OF FUNDS/ALLOTMENT PER P.L. 000-000.

Rose Q. Cunliffe, Controller / Certifying Officer
Guam Visitors Bureau



INVITATION FOR BID
IFB #2012-001
August 2012

The Guam Visitors Bureau (GVB) will receive sealed bids for the **TUMON LANDSCAPE MAINTENANCE PROJECT** on the following schedule:

August 3	Bid documents available for pick up at GVB
August 13	3:00 P.M. Pre-bid conference at GVB
August 17	5:00 P.M. - deadline for bidders to submit questions
August 20	GVB to respond to questions
August 31	3: 00 P.M. – Bid Deadline. Bid Opening at 3:10 P.M.

Prospective bidders are highly encouraged to attend the Pre-bid Conference on **August 13, 2012**. Subsequent to the Pre-bid Conference, a project site group inspection can be arranged by GVB upon the request of interested contractor(s).

Bids in duplicate will be accepted until 3:00 P.M., followed by Bid Opening on **August 31, 2012** at the GVB Office. Immediately thereafter, a public bid opening will be held in the GVB Conference Room at which time all bids will be publicly opened and read aloud.

All bids must be accompanied by a bidder's bond in the amount of fifteen percent (15%) of the total bid price based on GCA §5212B. Bid security may be a bid bond, certified check or cashier's check, made payable to GVB.

A non-refundable payment of Twenty-Five Dollars (\$25.00) is required for every set of the bid documents available at the GVB office. Checks for purchase of the bid documents shall be made payable to the *Guam Visitors Bureau* and footnoted "*Tumon Landscape Maintenance*".

GVB hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

The right is reserved to reject any or all bids and to waive any imperfection in the bid proposal in the interest of the GVB.

For additional information, contact General Manager, Ms. Joann G. Camacho at (671) 646-5278.



NOTICE / INSTRUCTIONS TO BIDDERS

1. DESCRIPTION OF WORK

Project consists of furnishing all necessary labor, materials, equipment, tools and services for the TUMON LANDSCAPE MAINTENANCE PROJECT as generally described in the Technical Specifications.

2. PRE-BID CONFERENCE

Attendance at the Guam Visitors Bureau (GVB) Pre-bid Conference by all bidders is encouraged. Date and time of the pre-bid conference is indicated on the Invitation for Bid.

3. QUESTIONS AND INTERPRETATIONS

Documents forming the contract are complementary and what is called for by one shall be as binding as if it were called by all and are intended to include all details of labor and material reasonably necessary for proper execution of the work. Questions concerning bid documents shall be submitted via e-mail to joann.camacho@visitguam.org and doris.ada@visitguam.org or faxed to (671) 646-8861 attn: General Manager Joann G. Camacho and Doris Ada. Replies will be issued to all bidders and an addendum to the bid documents will be issued as necessary. Questions must be forwarded no later than August 17, 2012.

4. SEALED BIDS

All bids for this project shall be enclosed in a sealed envelope marked "Proposal for the Tumon Landscape Maintenance" and shall be submitted at the place and time indicated in the Invitation for Bid.

5. BID PACKAGE SUBMITTAL ITEMS

Bidder is required to submit a bid package, in duplicate, containing the following items:

- a. Bid Bond
- b. Bid Form (includes Subcontractor List)
- c. Bid Schedule
- d. Contractor's License
- e. Affidavits / Forms:
 - (1) Affidavit Disclosing Ownership & Commissions
 - (2) Affidavit Re Contingent Fees
 - (3) Affidavit Re Ethical Standards
 - (4) Affidavit Re Non-Collusion
 - (5) Affidavit Re No Gratuities or Kickbacks
 - (6) Affidavit Re Restrictions Against Contractors Employing Convicted Sex Offenders
 - (7) Declaration Re Compliance with U.S. DOL Wage Determination
- f. Equipment Listing
- g. Staff Organizational Chart
- h. Project Reference List