



JJGlobal

Facilities Maintenance • Logistics • Construction

DATE: 01-02-19

TIME: 4:30 AM PM BY: JJ

FILE NO OPA-PA: 19-001

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

In the Appeal of

JJ Global Services,

Appellant.

DOCKET NO. OPA-PA- 19-001

JJ Global Services ("JJ") hereby appeals a decision rendered by the Guam Visitors Bureau ("GVB"), an agency of the Government of Guam, on December 18, 2018, denying the Bid Protest raised by JJ in GVB IFB 2018-001 regarding Tumon Landscape Maintenance.

APPELLANT INFORMATION

Name: JJ Global Services

Mailing Address: PO Box 217881, GMF Barrigada Guam 96921

Business Address: 215 Rojas St. Suite 126, Harmon Industrial Park, Tamuning, 96913

APPEAL INFORMATION

A. Purchasing Agency: Guam Visitors Bureau

B. Contract No: GVB IFB 2018-001 (Tumon Landscape Maintenance)

C. Date of Contract: Solicitation issued on July 19, 2018

D. This appeal is made from the Guam Visitors Bureau denial of JJ's Protest provided to JJ Global on December 18, 2018.

Physical Address: 215 Rojas Street, Suite 126 Harmon Industrial Park, Tamuning Guam, 96913

Mailing Address: PO Box 217881, GMF Barrigada Guam 96921

Tel: (671) 632-1179 Fax: (671) 632-3550

Email: jjg@teleguam.net

E. The name of competing bidders known to appellant are: LMS and Canton Construction.

RELEVANT PROCEDURAL HISTORY

The Key Events in this Procurement Protest are as follows:

- 07/19/18 The IFB was announced. The IFB is attached as **Attachment A**.
- 08/20/18 JJ submitted its bid, bids were opened, and its bid was the lowest.
- 11/7/18 GVB delivers to JJ Global a notice of non-responsibility. The letter is dated 10/31/18, but was kept by GVB away from JJ Global for a week. GVB's letter about non-responsibility is attached as **Attachment B**.
- 11/19/18 JJ Global lodge Procurement Protest with GVB .JJ's Protest is attached as **Attachment C**.
- 12/18/18 JJ Global receives response to JJ Global's protest letter. GVB rejected the merits of JJ's Protest. GVB's response is attached as **Attachment D**.

IV. STATEMENT OF GROUNDS FOR APPEAL

GVB's Claim that JJ Global Services is an Non-responsible bidder is without merit.

GVB Claimed that JJ Global Services is a Non-responsible bidder due to past performance on four prior jobs: The Guam Power Authority, Guam Waterworks Authority, The Guam International Airport Authority, and the Department of Parks and Recreation. GVB's response to JJ's Protest of November 19, 2018 provided no substantive response to the information provided by JJ Global Services in the protest. To the contrary, GVB maintained its determination that "JJ Global was not a responsible bidder." GVB's ignoring of JJ's points in response to the responsibility determination was an error. Furthermore, GVB also did not consult with the agency personnel who had direct involvement and oversight over JJ Global Services' work at the various agencies. More, all invoices submitted to GPA, GIAA, DPR, and GWA have been paid for the satisfactory work that was completed. Simply put, GVB concocted stories of agency dissatisfaction by consulting with unknown persons about JJ Global Services, and did so by also avoiding

investigation with those government employees with the most direct oversight over JJ' prior work.

A summary of the points ignored by GVB follows:

The GPA Contract.

GVB falsely claimed that JJ Global Services' contract with GPA was terminated 3 months prior to expiration. The contract was not terminated. The contract was put on hold 3 months prior the expiration due to the three (3) purchase orders blanket amounts have exhausted, pending amendments in which we later received. No letter of termination was ever issued by GPA. GVB also failed to consult with the project point of contact at the agency. Purchase orders continued to be issued, and JJ Global Services was fully paid on the GPA contract.

GWA Contract

GVB claims that JJ Global Services work for GWA work was not satisfactory. GWA never made any such inspection or expression of displeasure to JJ Global Services, and the company was fully paid on the GWA Contract. GVB also failed to consult with the project point of contact at the agency.

DPR Contract

No individual who had direct oversight over the DPR contract with JJ Global Services ever expressed concern or transmitted any such concern to JJ Global Services. The company was also fully paid on the DPR contract. GVB also failed to consult with the project point of contact at the agency.

GIAA Contract

GVB claims that GIAA found discrepancies with JJ Global Services' performance. GIAA had not previously relayed significant concern over such issues to JJ Global Services, and GVB also failed to consult with the project point of contact at the agency. The company was also fully paid on the DPR contract.

GVB's has prejudiced JJ Global Services by secretly executing a contract with LMS before informing JJ Global Services of the non-responsibility finding in order to avoid the statutory stay of procurement.

Physical Address: 215 Rojas Street, Suite 126 Harmon Industrial Park, Tamuning Guam, 96913

Mailing Address: PO Box 217881, GMF Barrigada Guam 96921

Tel: (671) 632-1179 Fax: (671) 632-3550

Email: jjg@teleguam.net

JJ Global Services' timely protest triggered the automatic stay mandated by 5 GCA §5425(g). 5 GCA §5425(g) declares that "in the event of a timely protest... the Territory shall not proceed further with the solicitation of with the award of the contract prior to final resolution of such protest, and any such further action is void, unless there is a written determination by the Chief Procurement Officer with the written concurrent of the head of the purchasing agency and the Attorney General, that the award of the contract without delay is necessary to protect the substantial interests of the Territory. . . ." 5 GCA § 5425(g)(1). In previous decisions, the OPA has made it clear to the agencies that the automatic stay is triggered by a timely filed protest, and remains in place during the entire protest process, including any appeals to the courts of Guam. *See In the Appeal of JMI Edison*, Decision, OPA-PA-13-009, 5 (November 27, 2013).

Here, GVB, in an effort to circumvent the §5425(g) stay, colluded with LMS to negotiate, award and execute a contract **before informing other bidders that a selection had been made.** GVB fails to address this fact. 2GAR, Division 4, §3109 (q) requires that "Written notice of award shall be sent to the successful bidder. In procurement over \$25,000, each unsuccessful bidder shall be notified of the award. Notice of award shall be made available to the public." Here, GVB specifically chose not to inform and provide such written notice the JJ Global Services. An order from the OPA confirming that the automatic stay is in effect and preventing GVB from further violations of the automatic stay is necessary to protect JJ Global Services' rights and to protect the integrity of the procurement system where an agency, such as GVB, chooses to avoid its notice requirements to unsuccessful bidders.

GVB has completely avoided addressing the obvious bias shown to favor the incumbent contractor, LMS.

GVB rejected the any response to the substantive allegations raised in JJ Global Service's protest regarding a biased procurement process designed to favor incumbent contractor LMS.

GVB provides no response regarding its lack of communication to JJ, or the fact that the solicitation was delayed to keep work flowing to incumbent LMS and allow time for GVB to concoct a determination of non-responsibility against JJ. GVB's failure to address this bias as shown in the record of procurement timelines and communication was an error.

D. Relief Requested

Appealing bidder JJ Global Services Requests a ruling from the OPA as follows:

1. A ruling that GVB's determination that JJ was a non-responsible bidder was without merit or legal support, and a determination that JJ Global Services is a responsible bidder.

2. A determination that GVB cannot avoid the protections of 5 GCA 5425(g) by discussing and entering into a contract with a selected offeror prior to informing other offerors that they have not been selected for award;

3. For a ruling that all offerors responding to a Request for Proposal or other similar procurement process be informed at the same time, and also be informed that a selection was made by an Agency;

4. That the ranking of LMS as the highest ranked responsible offeror for the IFB be set aside;

5. A declaration that the Contract negotiated and executed between GVB and LMS be declared void *ab initio* and set aside;

6. A determination that as the lowest priced responsible offeror, GVB should immediately begin enter into a contract for the IFB with JJ Global Services;

7. For an award of reasonable a fees and costs of this protest and appeal; and

8. For such other relief that the OPA may determine is just and proper.

V. DECLARATION RE COURT ACTION

Pursuant to 5 GCA Chapter 5, unless the court requests, expects, or otherwise expresses interest in a decision by the Public Auditor, the Office of Public Accountability will not take action

on any appeal where action concerning the protest or appeal has commenced in any court.

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

VERIFICATION

I, Luis Bustamante, am the president of Appellant JJ Global Services, and I am authorized to make this verification. I have read the foregoing Notice of Appeal and, based on information and belief and to the best of my knowledge, the facts stated therein are true and correct. I declare under penalty of perjury under the laws of Guam that the foregoing is true and correct.

This verification was executed on the Jan 8, 2019.

By:  _____
Luis Bustamante

ATTACHMENT A

Physical Address: 215 Rojas Street, Suite 126 Harmon Industrial Park, Tamuning Guam, 96913
Mailing Address: PO Box 217881, GMF Barrigada Guam 96921
Tel: (671) 632-1179 Fax: (671) 632-3550
Email: jjg@teleguam.net

INVITATION FOR BID

TUMON LANDSCAPE MAINTENANCE

GVB IFB NO. 2018-001



GUAM VISITORS BUREAU INVITATION FOR BID	
IFB Number: <u>GVB IFB NO. 2018-001</u>	IFB Title: TUMON LANDSCAPE MAINTENANCE
IFB Due Date and Time: August 15, 2018; 3:00 p.m. ChST	Number of Pages: 54; inclusive of all required documents
ISSUING AGENCY INFORMATION	
GUAM VISITORS BUREAU	Issue Date: Monday, July 23, 2018
Mr. Jon Nathan Denight President and CEO	401 Pale San Vitores Road Tumon, Guam 96913 Phone: (671) 646-5278 Fax: (671) 646-8861 Website: www.guamvisitorsbureau.com
INSTRUCTIONS TO BIDDERS	
Delivery of Bid <i>By U.S. Mail or Deliver Only to the attention of:</i> Mr. Jon Nathan Denight President and CEO Guam Visitors Bureau 401 Pale San Vitores Road Tumon, Guam 96913	Mark Face of Envelope/Package: TUMON LANDSCAPE MAINTENANCE IFB Number: GVB IFB #2018-001 IFB Due Date: August 15, 2018; 3:00 p.m. ChST Special Instructions: Please process proposal submission in accordance with Sections 4 and 5 of the Notice/Instructions to Bidders.
BIDDERS MUST COMPLETE INFORMATION BELOW AND RETURN THIS COVERSHEET WITH IFB RESPONSE	
Bidder Name/Mailing Address:	Authorized Bidder Signatory: <small>(PLEASE PRINT NAME AND SIGN IN INK)</small>
Bidder Title:	Bidder Email Address:
Bidder Telephone Number:	Bidder FAX Number:



TABLE OF CONTENTS

	<u>PAGE</u>
BIDDER'S IFB CHECKLIST	4
SECTION I: INVITATION FOR BID	5
SECTION II: NOTICE/INSTRUCTIONS TO BIDDERS	6
SECTION III: GENERAL PROVISIONS	12
SECTION IV: PROPOSAL	16
SECTION V: BID FORM	18
SECTION VI: BID BOND	20
SECTION VII: AFFIDAVITS/FORMS	22
SECTION VIII: AUTHORIZED CONTACT	30
APPENDIX: INFORMATION FOR BID DOCUMENTS	31
I. <u>TECHNICAL SPECIFICATIONS</u> (17 pages)	
(1) Division I – Landscape Maintenance	
Section A.	General
Section B.	Work Requirements
I.	Checklists
II.	Care of Planted Areas
III.	Irrigation
IV.	Cleanup and Litter Removal
V.	Chemicals and Pesticides
VI.	Disposal
VII.	Project Schedule
Section C.	Postponed Work Schedule Make-Up
(2) Division II – Miscellaneous Provisions	
1.	Communications and Reports
2.	Public Release Information
(3) Attachments	
Exhibit A –	Checklists
Exhibit B –	Project Inventory
Exhibit C –	Project Site Map
II. <u>BID SCHEDULE</u> (4 pages)	

BIDDER'S IFB CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to an IFB for GVB

1. _____ **Read the entire document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; contract requirements.

2. _____ **Note the procurement officer's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the IFB and is an excellent source of information for any questions you may have.

3. _____ **Attend the pre-bid conference. THIS IS MANDATORY and required of this particular solicitation.** These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify GVB of any ambiguities, inconsistencies, or errors in the IFB.

Take advantage of the "question and answer" period. Submit your written questions to the procurement officer by the due date listed in the Invitation for Bid and view the answers given. Should an addendum be required, GVB will issue a formal "addendum" for the IFB. All addenda issued for an IFB are posted on GVB's website.

4. _____ **Follow the format required in the IFB** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.

5. _____ **Provide complete answers/description.** Read and answer all questions and requirements. Don't assume GVB or evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with GVB. The bids are evaluated based solely on the information and materials provided in your response.

6. _____ **Use the forms provided,** i.e., cover page, "ALL" Affidavit forms, etc.

7. _____ **Check the GVB website for IFB addenda.** Before submitting your response, check the GVB website at www.guamvisitorsbureau.com to see whether any addenda were issued for the IFB. If so, you must submit a signed copy of the addendum for each addendum issued along with your IFB response.

8. _____ **Review and read the IFB document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.

9. _____ **Submit your response on time.** Note all the dates and times listed in the Invitation for Bid and within the document, and be sure to submit all required items on time. Late bid responses are **never** accepted.
10. _____

This checklist is provided for assistance only and should not be submitted with the Bidder's Response.

SECTION I INVITATION FOR BID

**TUMON LANDSCAPE MAINTENANCE
GVB IFB#2018-001**

The Guam Visitors Bureau (“GVB”), a public, non-stock, non-profit, membership corporation, will receive sealed bids from qualified businesses for the **TUMON LANDSCAPE MAINTENANCE** project according to the following schedule:

Monday, July 23, 2018	Bid Documents (USB format) available at GVB office or via the GVB website
Thursday, July 26, 2018; 10:00 a.m.	Pre-Bid Conference; Power Point Presentation; GVB Main Conference Room. ATTENDANCE IS MANDATORY.
July 31, 2018; 5:00 p.m.	Deadline to submit written questions
August 3, 2018; 5:00 p.m.	GVB response to questions
August 15, 2018; 3:00 pm ChST	Deadline to submit bids; IFB bid opening

The **Invitation for Bid** packages can be **downloaded at no cost** from GVB’s website at www.guamvisitorsbureau.com.news.ifbs or obtained (in USB format) at the GVB Office, 401 Pale San Vitores Road, Tumon, Guam, 8:00 AM – 5:00 PM, Monday – Friday, excluding Guam holidays. A non-refundable \$25.00 fee is required for each packet picked up at the GVB office payable in US\$ cash, bank wire transfer or major credit card (Visa MasterCard, Discover, JCB).

A mandatory Pre-Bid Conference is scheduled for Thursday, July 26, 2018 at 10:00 a.m. in the GVB Main Conference Room. Questions, if any, should be made in writing to the President and CEO, which can be dropped off at the GVB office; emailed to procurement@visitguam.org; or sent by fax to 671-646-8861 according to the timeline provided in the IFB packet.

GVB hereby notifies all bidders that it will affirmatively ensure that minority business enterprises will be afforded full opportunity to submit a response to this request for proposal and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

GVB reserves the right to reject any or all bids, solicit new bids, waive minor informalities or irregularities or award **GVB IFB #2018-001 Tumon Landscape Maintenance** project in whole or in part. Except to the above person named, direct or indirect contact with the GVB Management or Staff, Board Member, or any person participating in the selection process is prohibited.

Bid submission deadline is at 3:00 p.m. Chamorro Standard Time on Tuesday, August 15, 2018. Bid Opening will commence shortly after closing.

/s/ **JON NATHAN DENIGHT**
President and CEO

SECTION II 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 Scope of Work.

2. PRE-BID CONFERENCE

There is a pre-bid conference scheduled for July 26, 2018 at 10:00 a.m. in the GVB Conference Room. ATTENDANCE IS MANDATORY.

3. QUESTIONS AND INTERPRETATIONS

Documents forming the contract are complementary and unitary 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 the Bid Documents shall be submitted in writing, via hand delivery, email to procurement@visitguam.org or fax at (671) 646-8861, to the President and CEO. Replies will be issued to all bidders of record to the solicitation. Questions must be received at GVB no later than 5:00 p.m. on July 31, 2018.

4. SEALED BIDS

All bids for this project shall be enclosed in a sealed envelope marked "Bid Proposal for the TUMON LANDSCAPE MAINTENANCE" and shall be submitted at the place and time indicated in the Invitation to Bid. A second sealed envelope marked "Bid Price" and containing the bid schedule shall also be included in the proposal package. Bid Price must include delivery, installation and training.

5. BID PACKAGE SUBMITTAL ITEMS

Under a cover letter, bidder is required to complete and submit a bid package, in duplicate, containing the following items:

- a. Bid Bond
- b. Bid Form
- c. Bid Schedule
- d. Business/Contractor's License
- e. Affidavits:
 1. Disclosure of Ownership and Commissions
 2. Non-Collusion
 3. No Gratuities or Kickbacks
 4. Ethical Standards
 5. Contingent Fees
 6. Restriction Against Contractors Employing Convicted Sex Offenders From Working at GovGuam Venues.
 7. Compliance With U.S. DOL Wage Determination
- f. Equipment Data
- g. Staff Organizational Chart
- h. Project Reference List

i. **Name of Certified Arborist & Certification Information**

Bidder must submit its proposal on the forms furnished by GVB, if provided; otherwise, please add pages as necessary to comply with the requested information. 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 is non-responsive and 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 after the exact time set for opening of bids will not be accepted.

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

7. RIGHT TO ACCEPT AND REJECT BIDS

GVB reserves the right in accordance with law and regulation and 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.

In the event that the successful bidder fails to execute contract upon his part, 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 Guam Visitor's Bureau. 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 work 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, 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. Multiple or alternate bids will not be considered (2 GAR, Division 4 §§3102(d)).

10. METHOD OF AWARD

In determining the lowest, responsive, responsible bidder, the Contracting Officer will, along with a review of the bid package submittal items listed in Section 5 above, award this contract based on the bidder's cover letter attesting to the factors listed in items a-f below:

- a. Quality of performance of bidder with regards to awards previously made to him.
- b. The ability, capacity and skill of bidder to perform based on their bid documents.
- c. Character, integrity, reputation, judgment, experience, and efficiency of bidder.
- d. Ability of bidder to perform promptly or within specified time without delay or interference.
- e. Previous and existing compliance by bidder with laws and regulations relative to procurement.
- f. The sufficiency of the financial resources and ability of the bidder to perform.

11. 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.

12. BID SECURITY

The successful bidder shall be required to furnish a bid bond amounting to fifteen percent (15%) of the total bid submitted. See Section IV: Proposal for more detailed information.

13. STATUTORY REQUIREMENTS

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

14. 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, bidder requesting such a preference should do so in writing, and as part of their offer.

15. NOTICE REGARDING SERVICE DISABLED VETERANS

In accordance with 5 Guam Code Ann. §5011, please take notice that the Guam Visitors Bureau will apply a service-disabled veteran's preference to this procurement. Accordingly, bidders requesting such a preference should do so in writing, and as part of their offer.

16. 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.

17. 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.

18. REPRESENTATION REGARDING ETHICAL STANDARDS FOR GOVERNMENT EMPLOYEES AND FORMER GOVERNMENT EMPLOYEES The bidder, bidder's representative, 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.

19. 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.

20. NON-COLLUSION AFFIDAVIT/CONFLICT OF INTEREST DISCLOSURES

By submitting an offer, the bidder certifies that the price submitted was independently arrived at without collusion. Bidders 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 bidder’s proposal to be deemed non-responsive to this procurement.

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

The bidder 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 bidder 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.

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 bidders are directed to review relevant law, statute and regulation and particularly 2 GAR, Div. 4 & Reg. §3115 and §3121(e)(1)(G).

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 bidders 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 bidder. Failure to do so may result in an offer being deemed non-responsive.

25. CONTRACT TERM

The contract shall begin on October 1, 2018 and end on September 30, 2019. 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 both parties and availability of funds.

SECTION III GENERAL PROVISIONS

1. DEFINITIONS

- a. The term "GVB" as used herein shall mean the Guam Visitors Bureau. The term "Bureau" as used herein shall mean the Guam Visitors Bureau
- b. The term "Contracting Officer" as used herein shall mean the President and CEO 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 the invitation and solicitation, these general requirements and provisions, 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.
- g. The term "Project Manager" shall mean the duly authorized representative of the Contracting Officer who is responsible for the administration of the Contract.

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 damage to persons or property that occurs 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.

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. 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.

5. COVENANT AGAINST CONTINGENT FEES

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.

6. 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.

7. DISPUTES

- a. All controversies between the GVB 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 GVB in writing, within 60 days after written request by the contractor for a final decision concerning the controversy; provided, however, that if the GVB 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.
- b. The GVB 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.
- c. 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 Superior Court of Guam.
- d. The contractor shall comply with any decision of the GVB 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 GVB has made a written determination that continuation of work under the contract is essential to the public health and safety.

8. 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.

9. WORKING HOURS

Work shall be conducted during normal working hours Monday through Friday, and should not exclude the possibility of working after hours and on weekends.

10. 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.

11. 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.

12. 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.

13. DISPUTES CONCERNING LABOR STANDARDS

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

14. 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.

15. 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.

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.

SECTION IV

PROPOSAL

Date: _____

Gentlemen:

The undersigned (hereafter called the Bidder), a _____ (Corporation, Partnership or Individual) organized and/or 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 Bid Schedule forms 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 Bid Schedule forms 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 individual **Bid Bond** attached, with our endorsement, in the sum of not less than fifteen percent (15%) of the amount of each Proposal, *is furnished to GVB as a guarantee that the Agreement will be executed* and a Performance Bond shall be furnished 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 and furnish a satisfactory Performance Bond under the conditions and within the time specified in this Proposal, the Bid Bond 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 Documents, and to furnish a **Performance Bond** *in an amount equal to one hundred percent (100%) of the Contract Amount*, 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 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. All required affidavits and forms are included in this bid proposal.

RESPECTFULLY SUBMITTED BY:

(CONTRACTOR)

(BY)

(TITLE)

(BUSINESS ADDRESS)

SECTION V BID FORM

PROJECT: TUMON LANDSCAPE MAINTENANCE

TO: President and CEO
Guam Visitors Bureau
Tumon, Guam

Dear Sir:

The undersigned bidder, having examined all pertinent Contract Documents relating to Invitation for Bid Number 2018-001, 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 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 the Liquidated Damages section of the General Provisions.

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 Bid Schedule, shall



be considered incidental to and included in the Contractor's bid on any items in the Bid Schedule, 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 _____

SECTION VI BID BOND

KNOW all men by these presents, that we

_____ (Name of Contractor)
as Principal, and

_____ (Name of Surety)

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 **TUMON LANDSCAPE MAINTENANCE.**

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

In Witness Thereof, the above-bound 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)

Attest:

(Corporate Principal)

(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)

SECTION VII	AFFIDAVITS/FORMS
--------------------	-------------------------

- 1: Affidavit Disclosing Ownerships and Commissions**
- 2: Affidavit re Non-Collusion**
- 3: Affidavit re No Gratuities or Kickbacks**
- 4: Affidavit re Ethical Standards**
- 5: Declaration re Compliance with U.S. DOL Wage Determination**
- 6: Affidavit re Contingent Fees**
- 7: Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues**

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

IFB NUMBER: GVB IFB 2018-001

Name of Offeror Company: _____

I, _____ hereby **certifies 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 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.

Signature

Date

(AG Procurement Form 006 (Rev. Feb. 16, 2010))

AFFIDAVIT re CONTINGENT FEES

CITY OF _____)
) ss
 ISLAND OF GUAM)

_____ [state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the offering company is _____.

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

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

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

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

Subscribed and sworn to before me this _____ day of _____, 2018.

 Notary Public

My commission expires on _____

SECTION VIII AUTHORIZED CONTACT

AUTHORIZED CONTACT FOR CONTRACT

IFB NUMBER: GVB IFB 2018-001

NAME	
TITLE	
COMPANY	
MAILING ADDRESS	
TELEPHONE NUMBER	
FACSIMILE NUMBER	
EMAIL	

APPENDIX: INFORMATION FOR BID DOCUMENTS

**TUMON LANDSCAPE MAINTENANCE
TECHNICAL SPECIFICATIONS**

TABLE OF CONTENTS

DIVISION I – LANDSCAPE MAINTENANCE

Section A - General

Section B - Work Requirements

- I. Checklists
- II. Care of Planted Areas
- III. Irrigation
- IV. Trash and Recycling Collection
- V. Cleanup and Litter Removal
- VI. Chemicals and Pesticides
- VII. Disposal
- VIII. Project Schedule

Section C - Postponed Work Schedule Make-up

DIVISION II - MISCELLANEOUS PROVISIONS

1. Communications and Reports
2. Public Release Information

Attachments:

- Exhibit A – Monthly & Weekly Checklist
- Exhibit B – Project Inventory
- Exhibit C – Site Map

TECHNICAL SPECIFICATIONS

DIVISION I **LANDSCAPE MAINTENANCE**

SECTION A **General**

The Contractor shall furnish all necessary labor, materials, equipment, tools and appurtenances to provide complete maintenance of landscape areas in Tumon, Guam. Maintenance shall cover San Vitores Road from Bishop Flores Rotunda to Hotel Nikko, including JFK Road (Rt 14A), Australian Cable Road (Santos Hill), Bishop Flores Rotunda grounds, Guam Visitors Bureau office grounds and the first median at Governor Joseph Flores Park entrance. Contractor shall provide for regular maintenance within public rights of way to include, but not be limited to:

1. Maintenance of grass areas including road shoulders and medians.
2. Irrigation system maintenance and adjustment.
3. Periodic inspection of landscaping and irrigation.
4. Provision 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.
5. Minor replacements and repairs to landscape areas as part of the required maintenance work. Major items needing replacement or repair shall be immediately reported to the Contracting Officer or its authorized representative. 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 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.
6. Repair or replacement of damaged property as a result of the Contractor's operations at the site. Repair or replacement shall be at the Contractor's sole expense.

SECTION B

Work Requirements

I. CHECKLISTS

1. The *Weekly Checklist* is made a part of this Specification. Contractor shall review and complete all applicable items on this checklist.
2. The *Monthly Checklist* is made a part of this Specification. Contractor shall review and complete all applicable items on this checklist for the current month prior to the end of the month.
3. All Checklists must be submitted to GVB or their representative for review and approval.

II. CARE OF PLANTED AREAS

1. TREES

- a. Trees shall be maintained in a healthy, vigorous growing condition, free from disease and infestation of pests.
- b. Prune all trees to encourage a high-branching structure and remove branches and fruits that interfere with public safety. Remove all non-structural branches below 7' in height near roads and walkways. Remove crossing branches and all suckers from lower tree trunks. Prune all trees only to remove dead, diseased, broken, dangerous or crossing branches. Pruning of this type is minor and non-reimbursable and is to be included as part of the regular maintenance.
- c. Inspect all trees for signs of stress, pests and disease. Treat infestation of pests or diseased plants immediately with appropriate Integrated Pest Management (IPM) suitable to the plant. Use only Guam Environmental Protection Agency (GEPA) certified pesticide applicators. Apply chemicals in the early morning hours before 7:00 A.M. Provide pedestrian barriers and appropriate signage in areas being treated to prevent pedestrian access. Provide a proposal to remove and replace infected trees and palms to Contracting Officer for review and approval.
- d. Contractor shall obtain a permit prior to conducting any tree pruning in accordance to Guam Code Annotated (GCA 16-62). 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 Department of Agriculture.
- e. Climbing spikes shall not be used on any tree with the exception of the removal of dead trees. 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.

- f. A certified Arborist or equivalent shall be on site at all times while pruning trees.
- g. Pruning frequency: Non-palm trees shall be pruned a maximum of two (2) times per year. Palm trees shall be pruned a maximum of three (3) times per year.
- h. Remove all tree trimmings from the site, or chip trimmings for use as mulch where possible.
- i. 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 Contractor's expense, unless the loss was due to excluded damage (i.e. car accidents, natural disasters, vandalism, etc.). 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 existing tree prior to its removal. Prior to planting, the Contracting Officer shall approve replacement trees, shrubs and palms.
- j. All pruning equipment shall be sterilized before use on another tree. 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.

2. SHRUBS

- a. Shrubs shall be kept in a healthy, vigorous condition, free from disease and infestation of pests.
- b. Shrubs 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.
- c. 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].
- 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 before 7:00 A.M. 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 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.
- g. Shrubs shall be pruned 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 shall be regularly pruned to maintain a uniform height and width. Except as noted previously, allow the shrubs to grow to their natural sizes.
- 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 pruning each shrub. 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 Department of Agriculture.

3. FERTILIZER

- a. All fertilizer formulations (foliar, granular or organic) must be applied according to soils tests recommendations. A qualified horticulturalist, extension agent or equivalent will prepare soils tests and recommendations.
- b. Fertilize 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.

4. 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 certified applicators to apply pesticides as needed. Apply chemicals in the early morning before 7:00 A.M.
- 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.

5. 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. Contractor shall replace decomposed mulch as needed. 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. 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" (2 cm) and a minimum diameter of 3/8" (1 cm).

6. GRASS AREAS

- a. Grass areas shall be kept in a healthy, vigorous condition, free of disease and pests, including as noted below.
- b. Neatly trim and edge grass areas. Grass shall be mowed or trimmed to a one-inch (1") height when the height reaches three inches (3") with exception of centipede grass areas which shall be cut no less than 2". Grass height shall not exceed three (3) inches nor be less than one (1) inch in height at any time.
- c. Mow, edge and trim grass two (2) times per month to maintain an even, well-groomed appearance.
- d. Remove visible grass clippings and dispose off-site. The Contractor is encouraged to use mulching mowers.

- e. Weeds shall be controlled in grass areas as noted above under the weed-control section.
- f. Any grass 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 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. 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.

III. 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 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. 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. Contractor shall replace or repair, at the 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.
- f. 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.
- e. 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.

IV. TRASH AND RECYCLING COLLECTION

- 1. The Contractor shall separate, remove and dispose of all trash/recyclables from in and around the public trash/recycling receptacles and bus shelters. Trash is defined as all discarded man-made items, refuse, debris, and dead plant materials. Recyclables is defined as aluminum, steel cans, glass and plastics 1& 2. This work includes the separation and removal of the trash and recyclables from each receptacle as well as the removal of overflow and other accumulated trash/recyclables from the vicinity of each receptacle.
- 2. Trash and recycling collection will occur 6 times a week (Monday through Saturdays) to include holidays and shall be collected no later than 12:00 P.M. on each day.
- 3. Aluminum trash and recycling receptacles are located at 12 GVB bus shelters
 - a. GVB
 - b. PIC
 - c. Across PIC
 - d. Fountain Plaza
 - e. Holiday Resort
 - f. Pacific Bay Hotel
 - g. Cracked Egg

- h. Across Hyatt
 - i. Sandcastle
 - j. Pacific Place
 - k. Westin Hotel
 - l. Lotte Hotel
4. Concrete trash receptacles are located at:
- a. 2 at Meskla Dos
 - b. Reef Hotel
 - c. Park Arcade Building
 - d. Old Western Gun Club
 - e. Across Tumon Church
5. The Contractor shall be knowledgeable of the different types of recyclable materials and shall sort and separate the following from all other trash:
- a. Aluminum
 - b. Steel Cans
 - c. Plastics 1 and 2
 - d. Glass
6. The Contractor shall provide the GVB with a monthly data report of collected recyclable materials, data shall include but not limited to, volume/weight, recipients of recyclables, dates, etc.
- V. CLEANUP AND DEBRIS REMOVAL**
- 1. Sweep, vacuum or blow-off all walks, curbs, bus stops, seating areas, planting areas, and gutters three (3) times a week.

2. 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.
3. 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 debris 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.

VI. CHEMICALS AND PESTICIDES

1. 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 advice 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 #3 (Ornamental and Turf) and #6 (Right-of-Way).
2. 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.
3. 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.

VII. DISPOSAL

1. 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.).
2. 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.
3. 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.

4. 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.

VIII. PROJECT SCHEDULE

1. Contract Term: The contract shall begin on October 1, 2018 and end on September 30, 2019. 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 both parties and availability of funds.
2. Landscape Maintenance Schedule: The Contractor shall conform to the following schedule and conditions:
 - a. 5 days a week (Monday through Friday) - the Contractor shall conduct maintenance of landscape areas daily Monday through Friday.
 - 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 immediately correct any discrepancies noted by the Contracting Officer during inspections.
 - 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 C. Postponed Work Schedule Make-up.

SECTION C **Postponed Work Schedule Make-Up**

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 work on a scheduled date, the Contractor shall report to the Contracting Officer and obtain approval for scheduled makeup work. The Contractor shall make up the corresponding number of workdays postponed for all areas by assisting with additional cleanup of debris usually associated with such inclement weather. No

additional compensation will be allowed the Contractor for any make up maintenance work.

DIVISION II
MISCELLANEOUS PROVISIONS

1. **MANPOWER.**
 - a. Minimum number of 4 employees shall be detailed to this project.
 - b. Contractor shall have a quality control project manager to periodically monitor safety and conduct post project site inspections with Contracting Officer.
2. **CERTIFIED ARBORIST.** A **CERTIFIED ARBORIST** shall be on-site during trimming of trees on the medians and shoulders.
3. **COMMUNICATIONS AND REPORTS.**
 - a. Regular communication between Contractor and Contracting Officer is required. Contractor shall submit checklists, signed and dated as required, to Contracting Officer for review.
 - b. As the landscape matures, some maintenance procedures will be eliminated, and others may have to be added. For example, as shrubs mature, they will require less fertilizer. Contracting Officer must approve changes to these specifications in writing.
 - c. Contractor shall provide Contracting Officer with the name and phone number of the Contractor's representative for this site. Contractor's representative shall be a person in the employ of the Contractor who manages the Contractor's activities at the site.
 - d. Contractor shall submit a detailed maintenance schedule outlining tasks and manpower at the site to Contracting Officer within two (2) weeks of contract award.
 - e. 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.
4. **ILLEGAL DUMPING:** Contractor shall not remove any illegal dumping sites upon discovery. The Contracting Officer shall be contacted immediately to properly document and report the matter to the proper authorities.
5. **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 Contracting Officer. Contractor shall insert the substance of this paragraph in each subcontract and purchase order.

ITEMS	MONTHLY TASKS	MONTH NUMBER												
		1	2	3	4	5	6	7	8	9	10	11	12	
1	Conduct walkthrough of site with a qualified horticultural expert to inspect landscaping. Submit horticultural expert's report within one week of walkthrough. The report will summarize the condition of the landscape and any pest, disease, or soil problems that are present, and recommendations for the correction thereof.	x												
2	Apply fertilizer to all landscaped areas and water sufficiently to leach fertilizers into soil. Fertilization shall be in accordance with soil test recommendations. Submit receipts to owner's authorized representative as proof of fertilizer purchase.	x			x			x				x		
3	Weeding at medians and road shoulders	x	x	x	x	x	x	x	x	x	x	x	x	x
4	Trash and Recycling Collection	x	x	x	x	x	x	x	x	x	x	x	x	x
4	Prune shrubs at road shoulders and medians including weeding	x		x		x		x		x		x		
5	Grass cutting and edging	xx	xx	xx	xx	xx	xx	xx	xx	xx	xx	xx	xx	xx
6	Add new mulch to planters where the mulch depth has been reduced to less than 2 inches (5 cm) thick. Mulch not required where shrubs or groundcover completely hide the soil surface from view.	x						x						
7	Flush out irrigation systems as needed and check for proper operation of each valve zone.	AS REQUIRED												
8	Clean or replace plugged sprinkler nozzles. Replace plugged drip emitters.	AS REQUIRED												
9	Replace irrigation controller program back-up batteries.	AS REQUIRED												
10	Check valve and controller operation for irrigation system; repair or replace as needed.	AS REQUIRED												
11	Prune new trees for form. Prune trees only to remove dead, diseased, broken, dangerous, or crossing branches or fruits that are unsightly and/or interfere with public safety. Remove all non-structural branches below 7' in height near roads and walkways. Remove all suckers and crossing branches. Consult certified Arborist.		x							x				
12	Prune all palms. Prune leaves below horizontal and remove all fruits and flowers.	x			-	x						x	-	

13	Inventory all plant materials. Inventory shall include an exact count of all shrubs and trees, itemized by planting area. Replace any dead or missing plants subject to the terms of these specifications.	x																	
14	Check all trees for signs for stress or disease.	x							x										
15	Submit Monthly Checklist, signed and dated as required.	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
16	Provide yearly maintenance schedule noting Guam's Department of Agriculture inspections, fertilizer, pesticide applications, trimming and pruning operations.	x																	

ITEM	WEEKLY TASKS & IN ADDITION TO MONTH TASKS
1	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.
2	Check all shrubs and groundcover for signs of stress or disease.
3	Mow, edge, and trim lawns as required to maintain an even, well-groomed appearance twice per month.
4	Examine irrigation system for damage or malfunction.
5	Adjust watering times weekly to prevent run-off.
6	Observe valve zone for signs of damage during the irrigation season.
7	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.
8	Submit Weekly Checklist, signed and dated as required
9	Provide weekly written log of the maintenance work performed with personnel hours and activities specifically noted for Owners review.

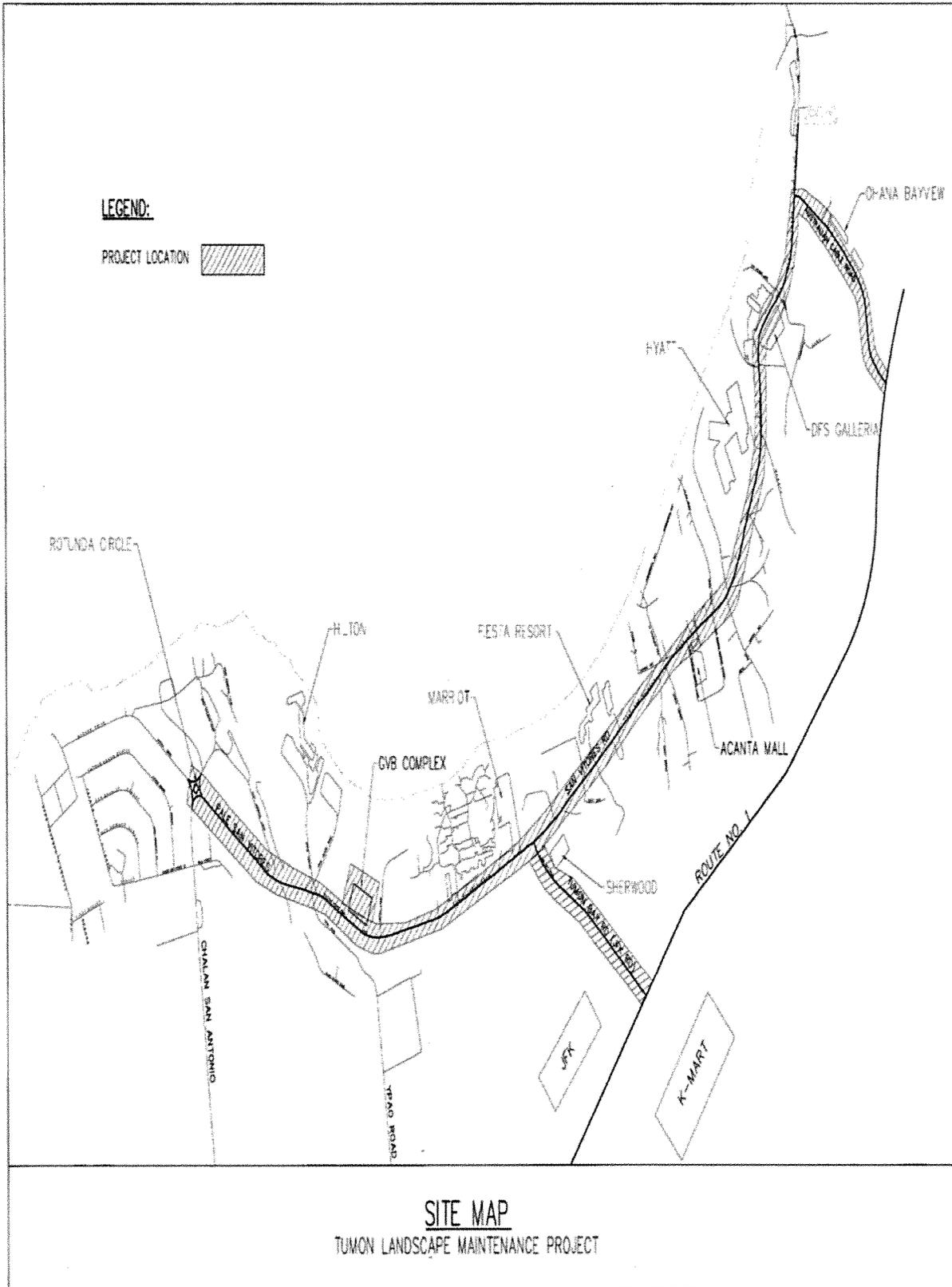
PROJECT INVENTORY

SITE	LOCATION	MEDIAN INVENTORY
Medians (A - L)	BF Rotunda	Shrub: ALLAMANDA Trees: 5 Fan Palm; 6 Yellow Trumpet; 3 Manila
Median #1	Hafa Adai Specialists	Shrub: CROTONS/ALLAMANDAS Trees: 3 Manila Palms; 1 Fox Tail Palm Fixtures: None Water Sprinklers:
Median #2	Hilton Intersection	Shrubs: MIXED SPECIES Trees: 3 Coconut Trees 8 Pigmy Dates 3 Champagne Palms Fixtures: Water Sprinklers:
Median #3	Ypao Plaza (nearest Hilton intersection)	Shrub: CROTONS Trees: 1 Manila Palms Fixtures: 3 ground lights Water Sprinklers:
Median #4	Ypao Plaza (nearest Med #5, GVB)	Shrub: CROTONS Trees: 4 Banaba Trees Fixtures: 8 ground lights Water Sprinklers:
Median #5	GVB	Shrub: CROTONS Trees: 9 Coconut Trees Fixtures: 11 ground lights Water Sprinklers:
Median #6	Ypao Beach Intersection (Between GVB & Proa)	Shrub: NONE Trees: 13 Manila Palms 2 Plumerias Fixtures: Water Sprinklers:
Median #7	Proa Restaurant	Grass: CENTIPEDE GRASS Trees: 17 Coconut Trees Fixtures: 20 ground lights Water Sprinklers:

Median #8	Perez Apts. / Dollar-Rent-A-Car	Grass: CENTIPEDE GRASS
		Trees: 4 Banaba Trees
		Fixtures: 12 ground lights
		Water Sprinklers:
Median #9	Perez Apts. / PIC Garage	Grass: CENTIPEDE GRASS
		Trees: 3 Vitex Trees
		Fixtures: 7 ground lights
		Water Sprinklers:
Median #10	PIC	Grass: CENTIPEDE GRASS
		Trees: 4 Manila Palms
		Fixtures: 9 ground lights
		Water Sprinklers:
Median #11	Royal Orchid	Shrub: NANASU
		Trees: None
		Fixtures: 4 ground lights
Median #12	Pacific Star	Shrub: IXORAS
		Trees: 7 Manila Palms
		Fixtures: 8 ground lights
		Water Sprinklers:
Median #13	Fountain Plaza	Shrub: IXORAS
		Trees: 2 Banaba Trees
		Fixtures: 7 ground lights
		Water Sprinklers:
Median #14	Rich Rent-A-Car	Shrub: IXORAS
		Trees: 3 Vitex Trees
		Fixtures: 8 ground lights
		Water Sprinklers:
Median #15	Garden Villa	Shrub: CROTONS
		Trees: 2 Vitex Trees
		Fixtures: 5 ground lights
		Water Sprinklers:
Median #16	Fiesta Resort	Shrub: IXORAS
		Trees: 3 Coconut Trees
		Fixtures: 5 ground lights
		Water Sprinklers:
Median #17	GPD Koban-Matapang Beach	Shrub: IXORAS
		Trees: 3 Vitex Trees
		Fixtures: 11 ground lights
		Water Sprinklers:
Median #18	Holiday Resort	Shrub: IXORAS

		Trees: 11 Coconut Trees
		Fixtures: 12 ground lights
		Water Sprinklers:
Median #19	Japanese Restaurant	Shrub: IXORAS
		Trees: 1 Vitex Tree
		Fixtures: 4 ground lights
		Water Sprinklers:
Median #20	Holiday Plaza	Shrub: IXORAS
		Trees: 3 Flame Trees
		Fixtures: 3 ground lights
		Water Sprinklers:
Median #21	GPD Precinct @ Fujita	Shrub: CROTONS
		Trees: 2 Coconut Trees
		Fixtures: 7 ground lights
		Water Sprinklers:
Median #22	Burger King	Shrub: CROTONS
		Trees: 2 Coconut Trees
		Fixtures: 0 ground lights
		Water Sprinklers:
Median #23	Tumon Sands	Shrub: IXORAS
		Trees: 8 Flame Trees
		Fixtures: 9 ground lights
		Water Sprinklers:
Median #24	Hyatt	Grass: CENTIPEDE GRASS
		Trees: 1 Flame tree
		Fixtures: 6 ground lights
		Water Sprinklers:
Median #25	DFS (West of Bldg)	Grass: CENTIPEDE GRASS
		Trees: 3 Fuji Fan Palms
		Fixtures: 7 ground lights
		Water Sprinklers:
Median # 26	DFS (East of Bldg)	Grass: CENTIPEDE GRASS
		Trees: 1 Fuji Fan Palm
		Fixtures: 7 ground lights
		Water Sprinklers:
Median #27	Outrigger/Plaza	Grass: CENTIPEDE GRASS
		Trees: 2 Fan Palms
		Fixtures: 6 ground lights

		Water Sprinklers:
Median #28	Guam Reef	Shrub: CROTONS
		Trees: 5 Coconut Trees
		Fixtures: 5 ground lights
		Water Sprinklers:
Median #29	Circle-K (Australian Cable Road)	Shrub: CROTONS
		Trees: 2 Flame Trees
		Fixtures: 4 ground lights
		Water Sprinklers:
Median #30	Westin / Watabe Wedding	Shrub: CROTONS
		Trees: None (no room for trees)
		Fixtures: 8 ground lights
		Water Sprinklers:
Medians M & N	JFK Road	Shrub: CROTONS
		Trees: 10 Coconut Trees
		Fixtures: 12 ground lights
		Water Sprinklers:
Medians	Australian Cable Road	Shrub: IXORAS
O, P, Q, R		Trees: 14 Coconut trees, 3 Manila Palms,
		Light fixtures: 41 ground lights
		Water Sprinklers:



TUMON LANDSCAPE MAINTENANCE BID SCHEDULE					
NO.	DESCRIPTION/ BID ITEMS	FREQUENCY (QUANTITY)	UNIT	*UNIT COST	*TOTAL COST
1.0	GRASS Cut, Edge & Blow				
	1.1 Medians (2,355 Square Yards)	2X Per Month (24X/YR)	24		
	1.2 Road Shoulders (22,100 Square Yards)	2X Per Month (24X/YR)	24		
	1.3 Blowing/Sweeping at Roadway, Turning Lanes, Sidewalk, Curb & Gutter	3X Per Week (144X/YR)	144		
2.0	TRASH COLLECTION				
	2.1 Trash (18 Bins)	6X Per Week (313X/YR)	313		
	2.2 Recycling (12 Bins)	6X Per Week (313X/YR)	313		
3.0	SHRUBS Prune				
	3.1 Medians (2,477 Linear Feet)	Every Other Month (6X/YR)	6		
	3.2 Road Shoulders (9,881 Linear Feet)	Every Other Month (6X/YR)	6		
4.0	TREES: PALM Prune and Defruit				
	4.1 Medians (112 Palm Trees)	Every 4 Months (3X/YR or As Needed)	3		
	4.2 Road Shoulders (344 Palm Trees)	Every 4 Months (3X/YR or As Needed)	3		
5.0	TREES: NON-PALM Prune				
	5.1 Medians (22 Trees)	Biannual (2X/YR or As Needed)	2		

	5.2	Road Shoulders (88 Trees)	Biannual (2X/YR or As Needed)	2		
	5.3	Flame Trees Median and Ypao Ponding Basin (18 Trees)	Every 4 Months (3X/YR or As Needed)	3		
	5.4	Maintain Tangantangan at bend entering Santos Hill from Rt. 1	1X Per Year	1		
	5.5	Maintain Tangantangan above Hilton Mural	2X Per Year	2		
6.0		**WEEDING (Herbicide & Manual)				
	6.1	Medians (2,027 Square Yards)	1X Per Month (12X/YR)	12		
	6.2	Road Shoulders (9,881 Linear Feet)	1X Per Month (12X/YR)	12		
7.0		**FERTILIZER APPLICATION				
	7.1	Medians	4X/YR or As Needed	4		
	7.2	Road Shoulders	4X/YR or As Needed	4		
8.0		***IRRIGATION SYSTEM	As Required Contingent Sum	N/A	\$10,000.00	\$10,000.00
	8.1	Labor Rate for Repair Technician Note: Labor will be paid on an hourly basis as required.	Supervisor: \$ _____ Labor: \$ _____	N/A		
	8.2	Equipment Rate Note: Equipment will be paid on an hourly basis as required.	Handheld Equipment: \$ _____ Heavy Equipment: \$ _____	N/A		
	8.3	Material Cost Note: Materials shall be paid at cost upon submission of official receipt plus 35% mark-up		N/A		

9.0		***SOIL ANALYSIS determination of existing topsoil quality at all medians	As Required Contingent Sum	N/A	\$3,000.00	\$3,000.00
10.0		MISCELLANEOUS: repair and/or replacement of landscape items	As Required Contingent Sum	N/A	\$25,000.00	\$25,000.00
11.0		ROTUNDA				
	11.1	Grass Cutting (7,410 Square Yards)	2X Per Month (24X/YR)	24		
	11.2	Weeding (Manual) (1,872 Linear Feet)	1X Per Month (12X/YR)	12		
	11.3	Trimming of Shrubs (1,872 Linear Feet)	Every Other Month (6X/YR)	6		
	11.4	Mulching	Biannual (2X/YR)	2		
	11.5	Fertilizer Application	4X Per Year (4X/YR or As Needed)	2		
	11.6	Herbicide easement (Mandell Property)	1X Per Month (12X/YR)	12		
12.0		YPAO MEDIANS				
	12.1	Grass Cutting (182 Square Yards)	2X Per Month (24X/YR)	96		
	12.2	Prune Palms (13 Manila Palms)	Every 4 Months (3X/YR or As Needed)	3		
	12.3	Prune Trees (2 Plumeria)	Biannual (2X/YR or As Needed)	2		
13.0		GVB GROUNDS				
	13.1	Grass Cutting	2X Per Month (24X/YR)	96		
	13.2	Prune Shrubs	Every Other Month (6X/YR)	6		
	13.3	Prune Bougainvillea	Every Month (12X/YR)	12		
	13.4	Coconuts: Prune & Defruit	Every 4 Months (3X/YR or As Needed)	3		
	13.5	Prune Plumeria	Biannual (2X/YR or As Needed)	2		

	13.6	Blowing/Sweeping; Parking Lots & Sidewalks	2X Per Week (96X/YR)	96		
			Total Bid	\$	_____ .00	

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

** Contact Inspector prior to application of fertilizer and/or herbicide

***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.

ATTACHMENT B

Physical Address: 215 Rojas Street, Suite 126 Harmon Industrial Park, Tamuning Guam, 96913
Mailing Address: PO Box 217881, GMF Barrigada Guam 96921
Tel: (671) 632-1179 Fax: (671) 632-3550
Email: jig@teleguam.net



Rec'd 11/7/18 pl

October 31, 2018

Mr. Luis E. Bustamante
President
JJ Global
215 Rojas Street, Suite 126
Harmon Industrial Park
Tamuning, Guam 96913

RE: Notice of Non-responsibility pursuant to 2 GAR § 3116(b)(2) (ii), (4) and (5) for GVB IFB 2018-001: Tumon Landscape Maintenance

Háfa Adai Mr. Bustamante,

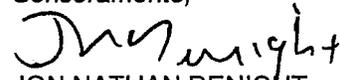
After further review of your bid proposal, GVB contacted the project references you submitted in response to GVB IFB 2018-001: Tumon Landscape Maintenance to determine responsibility pursuant to 2 GAR § 3116). The following comments were received by GVB:

- GPA: Contract terminated 3 months prior to expiration. Broken bucket trucks, change in contract managers. 2018 - 1st performance rated marginal.
- GWA: Work was not satisfactory, and they didn't follow instructions in accordance with what was required.
- GIAA: Performance had discrepancies. Described services in their bid that they did not provide.
- DPR: Not satisfied with their job. They can do better as their finished job is sloppy and messy.

Therefore, pursuant to 2 GAR Div. 4 § 3116, GVB has determined that JJ Global is a non-responsible bidder.

We thank you for your interest in this procurement.

Senseramente,


JON NATHAN DENIGHT
President & CEO



ACKNOWLEDGMENT RECEIPT

Date: November 1, 2018

To: Mr. Luis E. Bustamante
President
JJ Global

Re: GVB IFB 2018-001: Tumon Landscape Maintenance Notice

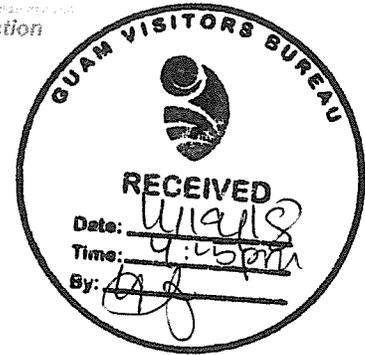
Received by:

<i>Rose Snow</i>	<i>Rose Snow</i>	<i>11/1/18</i>	<i>4:11 pm</i>
Signature	Print Name	Date	Time



ATTACHMENT C

Physical Address: 215 Rojas Street, Suite 126 Harmon Industrial Park, Tamuning Guam, 96913
Mailing Address: PO Box 217881, GMF Barrigada Guam 96921
Tel: (671) 632-1179 Fax: (671) 632-3550
Email: jig@teleguam.net



November 19, 2018

Mr. Jon Nathan Denight
President and CEO
Guam Visitors Bureau
401 Pale San Vitores Road
Tumon, Guam 96913

RE: PROCUREMENT PROTEST
Ref: IFB No. 2018-001, Tumon Landscape Maintenance

Dear Mr. Denight:

We are in receipt of your "Notice of Non-responsibility pursuant to 2GAR §3116 (b)(2)(ii),(4) and (5) for GVB IFB 2018-001: Tumon Landscape Maintenance" dated October 31, in which was delivered to our office and we acknowledged receipt on November 7, 2018 at 4:11pm.

JJ Global Services hereby protests the above referenced Invitation For Bid. The basis of such protest are as follows:

1. Improper determination of non-responsibility. Your notice advising JJ Global Services to have been determined a non-responsible bidder was unfair and injustice. JJ Global Services was not provided any opportunity for clarification or explanation of the responses provided by the four (4) references that GVB has contacted. The following facts relating to the four (4) agencies indicated on the subject notice are provided below and should be made part of this protest:
 - a. GPA: The comment made that the contract was terminated 3 months prior to expiration is a false statement. The contract was not terminated. The contract was put on hold 3 months prior the expiration due to the three (3) purchase orders blanket amounts have exhausted, pending amendments in which we later received. No letter of termination was ever issued by GPA. It is obvious that the comments provided by GPA was from someone who has no direct oversight of the contract performed by JJ Global Services. It was evident that additional purchase orders for the same contract wouldn't have been issued if our performance were not satisfactory.
 - b. GWA: Statement made that "work was not satisfactory and they didn't follow instructions in accordance with what was required". This statement is unfair and false. GWA has never assigned a specific representative to inspect our work nor has communicate with us for any discrepancies. The GWA procurement officer was the point of contact in which has never physically inspected our work. Again, it was obvious that the person that made such statements to GVB has no direct oversight with our contract.

Physical Address: 215 Rojas Street, Suite 126 Harmon Industrial Park, Tamuning Guam, 96913
Mailing Address: PO Box 217881, GMF Barrigada Guam 96921
Tel: (671) 632-1179 Fax: (671) 632-3550
Email: jig@teleguam.net

- c. DPR: To re-iterate, the person who made this comment from DPR has no direct oversight of our contract. The individuals who have direct oversight of our contract were Ms. Melva Limo and Mr. Benji Pangelinan. Ms. Limo has then retired and the contract was then solely overseen by Mr. Pangelinan. He attested that he was not asked for any input on our performance nor been asked to submit an evaluation of our performance. Obviously, the person who made such comments to GVB was biased, influenced or coerced to make such comments, since such person has no direct oversight of our performance.
- d. GIAA: The comment, "performance had discrepancies. Described services in their bid that they did not provide." is not sufficient to deem JJ Global a non-responsible bidder. Again, it was obvious that the individual who has responded to GVB's inquiry has no direct oversight of our contract. The individual who has direct oversight of our contract and performance was identified as Mr. Gerard Bautista, who has attested that he was never asked nor spoken to by anyone from GVB regarding our performance.

It's undeniable that at any typical given contract, there will be discrepancies, like broken equipment, personnel change, etc. However, in any typical business situation, these discrepancies are addressed and resolved with the customer's representative who directly oversee the contract. I challenged any company, even any government agency that will deny such fact and will confirm that at any type of operation, everything went perfectly smooth and that there has been no troubleshooting that ever occurred. It's the Murphy's Law and it's a proven theory.

JJ Global is not denying that such typical business scenario did not occur with GPA or GIAA during our contract period; however, all discrepancies were addressed and resolved on a timely manner. If GPA, GWA, DPR and GIAA were not satisfied with our contract performance, it would have resulted in non-payment of our invoices. In fact, all invoices submitted to GPA, GIAA, DPR, and GWA have all been paid.

Therefore, such information gathered during your evaluation process are not sufficient to deemed us a non-responsible bidder and to deem us non-responsible is unfair and injustice. To re-iterate, if our performance with GPA, GIAA, DPR and GWA were not satisfactory, our invoices should not have gotten paid for the services rendered; much less should have documentations to support such assessment.

- 2. The procurement process was biased and obviously favors the incumbent contractor. At the onset of this procurement process, it was apparent that GVB is not happy about soliciting these services. In fact, during the pre-bid conference on July 26, 2018, a GVB representative made a statement that this bid is unfortunately being solicited every 5 years only because it is required by law. Another statement was made that they wish that the bid does not have to be put out so the contract can remain the same. These comments obviously favor the incumbent contractor and that the award of this solicitation may have already been decided barring receipt of the bid prices and the completion of the procurement process. In fact, after the pre-bid meeting of July 26, 2018, one

Physical Address: 215 Rojas Street, Suite 126 Harmon Industrial Park, Tamuning Guam, 96913

Mailing Address: PO Box 217881, GMF Barrigada Guam 96921

Tel: (671) 632-1179 Fax: (671) 632-3550

Email: jjg@tele Guam.net

bidder stated that he already know who the bid is going to, which explains their non-submittal of the bid.

This solicitation demonstrates to be biased and has been unfair to JJ Global Services. On August 20, 2018, JJ Global submitted its bid package and offer for the above subject bid. Shortly after, the bids were opened and the results were as follows:

<u>Bidder</u>	<u>Bid Offer/Amount</u>
JJ Global Services	\$ 197,258.76
LMS	\$ 238,000.00 (Incumbent)
Canton Const.	\$1,179,710.00

Clearly, JJ Global Services is the lowest bidder. On Sept. 19, 2018, I sent a letter following up on the status of the bid since the bid specifically identified October 1, 2018 would be when the contract will begin. Emails on September 28, 2018 and October 8, 2018 at 12:55pm and 6:12pm respectively, were sent to follow up on the status of the IFB. Both emails remained unanswered. On October 11, 2018, your email of 2:23pm transmitted a letter dated September 28, 2018 requesting for additional information and advising us that such letter was sent via email on September 28, 2018 at 5:50pm. Given that there was a confusion on the email address, but on my last email of October 8, 2018, a response should have been sent advising that a letter was transmitted on September 28, 2018 to another email address. A response was sent on October 15, 2018 providing the additional information requested. The next correspondence was received on November 7, 2018 but dated October 31, 2018 advising us of being deemed as a non-responsible bidder. Clearly, eliminating JJ Global from being awarded the bid.

This solicitation was issued on July 23, 2018 with the initial due date of August 15, 2018. Amendment Nos. 1 & 2, issued on August 3rd and 18th respectively included the responses to the bidders' questions and re-scheduling the bid submittal deadline to August 20, 2018. With the new submission deadline, it allows the bidders 12-17 calendar days to submit comprehensive bid offers.

It was evident that there was a rush to this solicitation since the incumbent's contract expired on September 30, 2018 and the intent was to award the new contract resulting from this solicitation to take effect October 1, 2018 as stated in the bid documents. Yet, **52 days after the bid opening**, GVB sends JJ Global Services a letter requesting additional information. Meanwhile, the incumbent was given an extension of the contract to perform the services for the month of October and now, for the month of November.

It was clear that the procurement process was deliberately delayed to extend the existing contract to the favorable incumbent who placed the 2nd lowest bidder and GVB was not happy of the outcome of this bid. Thereby, GVB deliberately made all possible efforts to find reasons to eliminate the lowest bidder so the award of this contract will eventually be made to the next lowest bidder, the favored incumbent.

Additionally, your notice on non-responsibility is not clear whether GVB has rejected our bid due to non-responsibility. Additionally, such notice does not indicate the potential award of the contract will be given. Please note that the award of the contract shall be made available to the public pursuant to the Guam Procurement Rules and Regulations, 2GAR, Division 4, §3109 (q) Publicizing Awards., which states, *"Written notice of award shall be sent to the successful bidder. In procurement over \$25,000, each unsuccessful bidder shall be notified of the award. Notice of award shall be made available to the public."*

Physical Address: 215 Rojas Street, Suite 126 Harmon Industrial Park, Tamuning Guam, 96913
Mailing Address: PO Box 217881, GMF Barrigada Guam 96921
Tel: (671) 632-1179 Fax: (671) 632-3550
Email: jjg@teleguam.net

As we are aware in all the GovGuam bids that we have participated, the bid status reports indicate the outcome of the bid identifying the reason for unsuccessful bidders' result and the recommendation for award of contract.

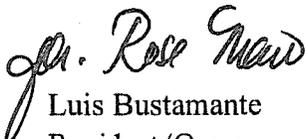
JJ Global won this bid fair and square being the lowest bidder. GVB's actions in the procurement process of this bid is biased, unfair and unlawful.

JJ Global Services believes the points it has raised in this timely protest should result in GVB undertaking a further review and evaluation of the above referenced IFB, paying close attention to the points raised herein. If an evaluation by GVB sustains even the points made above, then GVB must deem JJ Global Services' bid as the lowest responsive and responsible bid. Therefore, contract award shall be made.

As such, JJ Global remains the lowest responsive and responsible bidder for this IFB. Therefore, pursuant to 2 GAR, Div. 4, Chapter 3, §3109 (n)(1), which states, "The contract is to be awarded "to the lowest responsible and responsive bidder" whose bid meets the requirements and criteria set forth in the Invitation for Bids.", JJ Global Services should be awarded the contract in reference to this IFB.

GVB is reminded that JJ Global Services has made this timely Protest according to 5 G.C.A. § 5425(g) and that any further action in this procurement by GVB is stayed until this Protest is resolved. JJ Global Services welcomes the opportunity to bring this protest to an appeal with the Office of the Public Accountability.

Sincerely,


Luis Bustamante
President/Owner

Cc: Law Offices of Civile & Tang, PLLC

Physical Address: 215 Rojas Street, Suite 126 Harmon Industrial Park, Tamuning Guam, 96913
Mailing Address: PO Box 217881, GMF Barrigada Guam 96921
Tel: (671) 632-1179 Fax: (671) 632-3550
Email: jjg@teleguam.net

ATTACHMENT D

Physical Address: 215 Rojas Street, Suite 126 Harmon Industrial Park, Tamuning Guam, 96913
Mailing Address: PO Box 217881, GMF Barrigada Guam 96921
Tel: (671) 632-1179 Fax: (671) 632-3550
Email: jig@teleguam.net



Recieved: 12/18/2018
11:52 am

December 18, 2018

Mr. Luis Bustamante
President/Owner
JJ Global
215 Rojas Street
Suite 126, Harmon Industrial Park
Tamuning, Guam 96913

RE: Notice of Non-responsibility pursuant to 2 Guam Admin R. & Reg.
§3116(b)(2)(ii), (4) and (5) for GVB IFB 2018-001: Tumon Landscape
Maintenance

Håfa Adai Mr. Bustamante,

Thank you for your letter of 19 November 2018 concerning the above referenced procurement. We acknowledge that this letter serves as a protest of award of a contract in this matter. Please be aware that the Guam Visitors Bureau has awarded this contract to another bidder and did so prior to receiving your protest. Accordingly, the procurement is not stayed.

In your protest, you take exception to the GVB's finding of non-responsibility. As you know, and after further review of your proposal, GVB contacted the references you submitted in response to the Invitation for Bids and discovered prior deficient performance of other contracts by JJ Global. In particular, the Guam Power Authority, the Guam Waterworks Authority, the Guam International Airport Authority and the Department of Parks and Recreation all noted unhappiness with JJ Global's performance. For this reason, the GVB determined that JJ Global was not a responsible bidder. See our letter of 31 October 2018.

You have taken issue with this determination. While your response is ipse dixit, the Guam Visitors Bureau will reconsider its determination should JJ Global elect to provide evidence of satisfactory performance, actual statements from responsible individuals at these agencies would of course be helpful. In the event JJ Global decides to submit such additional evidence, please do so no later than 14 days after the date of this letter.

Finally, JJ Global asserts, without evidence, that the entire procurement process was brigaded with bias, inequity and illegality. See your letter at p. 4. The Guam Visitors Bureau rejects this aspect of your protest without comment. We thank you for your interest in this procurement.

Senseramente,


JON NATHAN DENIGHT
President & CEO



