



**INVITATION FOR BID**

**TUMON BUS SHELTER PROJECT**

**GVB IFB NO. 2016-003**



GUAM VISITORS BUREAU INVITATION FOR BID TUMON BUS SHELTER PROJECT	
IFB Number: <u>GVB IFB NO. 2016-003</u>	IFB Title: TUMON BUS SHELTER PROJECT
IFB Due Date and Time: MAY 20, 2016; 2:00 p.m.	Number of Pages: 30; inclusive of all req. documents (Appendix A and Appendix B attached separately)
ISSUING AGENCY INFORMATION	
GUAM VISITORS BUREAU	Issue Date: APRIL 29, 2016
Mr. Jon Nathan Denight General Manager	401 Pale San Vitores Road Tumon, Guam 96913 Phone: (671) 646-5278 Fax: (671) 646-8861 Website: <a href="http://www.guamvisitorsbureau.com">www.guamvisitorsbureau.com</a>
INSTRUCTIONS TO BIDDERS	
Delivery of Bid  <i>By U.S. Mail or Deliver Only to the attention of:</i>  Mr. Jon Nathan Denight General Manager Guam Visitors Bureau 401 Pale San Vitores Road Tumon, Guam 96913	Mark Face of Envelope/Package:  TUMON BUS SHELTER PROJECT IFB Number: IFB No. 2016-003 IFB Due Date: MAY 20, 2016; 2:00 p.m.  Special Instructions:  Please process proposal submission in accordance with Sections 4 and 5 of the Notice/Instructions to Bidders.
BIDDERS MUST COMPLETE THE FOLLOWING	
Bidder Name/Mailing Address:	Authorized Bidder Signatory:  (PLEASE PRINT NAME AND SIGN IN INK)
Bidder Title:	Bidder Email Address:
Bidder Telephone Number:	Bidder FAX Number:
BIDDERS MUST RETURN THIS COVER SHEET WITH IFB RESPONSE	

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**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** if one is offered. 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.
4. \_\_\_\_\_ **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.
5. \_\_\_\_\_ **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.
6. \_\_\_\_\_ **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.
7. \_\_\_\_\_ **Use the forms provided**, i.e., cover page, "ALL" Affidavit forms, etc.
8. \_\_\_\_\_ **Check the GVB website for IFB addenda.** Before submitting your response, check the GVB website at [www.guamvisitorsbureau.com](http://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.
9. \_\_\_\_\_ **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.
10. \_\_\_\_\_ **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.

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



**SECTION I INVITATION FOR BID**

**TUMON BUS SHELTER PROJECT  
GVB IFB#2016-003**

The Guam Visitors Bureau (“GVB”), a public, non-stock corporation, will receive sealed bids from qualified businesses for the TUMON BUS SHELTER PROJECT Invitation for Bid according to the following schedule:

April 29, 2016 (FRI)	Bid Documents (USB format) available at GVB office or via the GVB Website
May 6, 2016 (FRI)	10:00 AM Pre-Bid Conference; GVB Main Conference Room
May 9, 2016 (MON)	5:00 PM Deadline to Submit Written Questions
May 13, 2016 (FRI)	GVB Response to Questions
May 20, 2016 (FRI); 2pm	Bid Submission Deadline and Opening
After Certification of Abstract & Administrative Review	Determination of Lowest Responsible and Most Responsive Bidder.

The INVITATION FOR BID packet (USB format) may be obtained at the GVB Office, 401 Pale San Vitores Road, Tumon, Guam, beginning FRIDAY, APRIL 29, 2016, 8:00 AM – 5:00 PM, Monday – Friday. A non-refundable \$25.00 fee is required for each packet picked up at the GVB office. Methods of payment are:

- (1) US\$ Cash
- (2) Bank Wire Transfer
- (3) Major Credit Card (Visa, MasterCard, Discover, JCB)

The IFB packet can also be downloaded at no cost from GVB’s website at [www.guamvisitorsbureau.com](http://www.guamvisitorsbureau.com).

**Bids in duplicate will be accepted until 2:00 PM Chamorro Standard Time, FRIDAY, MAY 20, 2016, at the GVB office located at 401 Pale San Vitores Road, Tumon, Guam 96913.** Immediately thereafter, a public bid opening will be held in the GVB Conference Room at which time all bids will be publicly opened and read aloud. All questions relating to this invitation for bid should be made in writing to the General Manager at [procurement@visitguam.org](mailto:procurement@visitguam.org) according to the schedule provided.

Bid security in the amount of 15% of the total bid price must accompany all bids. Bid security may be a bid bond, certified check or cashier’s check, made payable to the Guam Visitors Bureau.

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

GVB reserves the right to reject any or all bids, solicit new bids, waive minor informalities or irregularities or award the Project Manager task 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.

/s/ JON NATHAN DENIGHT  
General Manager

**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 BUS SHELTER PROJECT as described in the Scope of Work (see Appendix A and Appendix B).

**2. PRE-BID CONFERENCE**

There will be a pre-bid conference at 10:00 a.m. on FRIDAY, MAY 6, 2016 in the GVB Main Conference Room.

**3. QUESTIONS AND INTERPRETATIONS**

Questions concerning the Bid Documents shall be submitted in writing, via hand delivery, email to [procurement@visitguam.org](mailto:procurement@visitguam.org) or fax at (671) 646-8861, to the General Manager, Mr. Jon Nathan Denight. 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 MONDAY, May 9, 2016.

**4. SEALED BIDS**

This is a sealed bid procurement.

All bids for this Tumon Bus Shelter Project shall be enclosed in a sealed envelope marked "BID PROPOSAL" and shall be submitted at the place and time indicated in the bid package.

A second sealed envelope marked "BID PRICE" and containing the BID BOND AND BID SCHEDULE shall also be included in the proposal package.

**5. BID PACKAGE SUBMITTAL ITEMS**

The proposal and bid must be sealed in separate envelopes and marked on the face with the name and address of the bidder and the Invitation for Bid number. Each bidder shall submit three (3) complete sets of the bid; one (1) marked "ORIGINAL" and two (2) marked "COPY." An official authorized to legally bind the bidder to all IFB provisions contained herein must sign the proposal and bid. Terms and conditions differing from those set forth in this IFB may be cause for disqualification of the bid. Bidders are required to submit the following attachments as directed:

The BID PROPOSAL package should contain a COVER LETTER, which should provide information about the company profile and experience, including resumes or a summary of qualifications and work experience containing the following items:

- a. Business/Contractor's License
- b. 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
- c. Minimum three (3) references receiving services similar to this project; at a minimum, provide the following information:
  1. Company Name
  2. Location where the services were provided
  3. Contact person(s)
  4. Customer's telephone number
  5. A complete description of the service type
  6. Dates the services were provided
- d. Required list of manufacturer(s) sources  
(list each product name, manufacturer and address)

The BID PRICE sealed envelope should contain:

- a. Bid Bond/Form
- b. Bid Schedule

Bidder must submit its proposal on the forms furnished by GVB. All blank spaces on the 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 bid offer in the blank space provided therefore. If bid offer 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 bid offer 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 OR 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.

**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.

**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, 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 Guam Admin. R. & Reg. §3115.

**23. WAGE AND BENEFIT DETERMINATION**

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

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

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

**24. ACKNOWLEDGEMENT OF RECEIPT OF AMENDMENTS**

Potential 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 project term is estimated at 190 consecutive calendar days from Contract signing; therefore, Contract term shall be for a period of (6) months with the option to extend from month-to-month, as determined necessary and approved by GVB, for a period of up to one (1) year, subject to availability of funds.

**\*\* INTENTIONALLY LEFT BLANK \*\***

**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 General Manager of GVB, the person executing this Contract on behalf of the GVB, and includes a duly appointed successor or authorized representative.
- c. The term “Contractor” shall mean the party (individual, corporation, joint venture, or partnership) who has entered into the Contract with the GVB.
- d. The term “Contract” shall mean the written agreement covering the performance of the project by the Contractor, including the furnishing of labor, materials and equipment in connection therewith. It shall include 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 after hours to include but not limited to after 5:00PM on Weekdays (Monday through Friday) and 8:00AM to 5:00PM on Saturdays.

**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 property damages 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 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.

**16. LIQUIDATED DAMAGES**

In lieu of any other provision regarding liquidated damages it shall be mutually agreed and understood by and between the parties to this contract that time and strict adherence to the work requirements shall be of essence to the contract unless otherwise directed by the Contracting Officer.

In case of failure on the part of the Contractor to complete required services within the time agreed upon and in accordance with the specified work requirements, it is agreed that the damages being impossible of definite ascertainment, that liquidated damages shall be fixed at the sum of 15% of the work item dollar amount which was performed late, as determined by the Contracting Officer and acknowledged by the Contractor in Section V (Bid Proposal) of this Invitation for Bid. Any work item not performed and not able to be made up will be deducted from the contract by prorating as determined by the Contracting Officer.



**SECTION IV**

**SCOPE OF WORK**

**TUMON BUS SHELTER PROJECT**  
**GVB IFB #2016-003**

**Background**

The Tumon Bus Shelter Project is part of the Guam Visitors Bureau Tourism 2020 goals to raise both quality and yield by providing bus shelter facilities throughout Tumon.

The firm of Taniguchi Ruth Makio Architects assisted GVB with the design and selection of a pre-fabricated bus shelter, developed the bid packet and will assist with answering any technical questions that may arise as part of the bidding process.

**Scope of Work**

The Design-Build project manual and specifications are provided in APPENDIX A of this bid package.

The Document Drawings are provided in APPENDIX B of this bid package.

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<b>SECTION V</b>	<b>BID FORM AND BID SCHEDULE</b>
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(See APPENDIX A, Section 00310, pages 00310-1 through 00310-6)

**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 \_\_\_\_\_ 2016 for the **TUMON BUS SHELTER PROJECT.**

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

In Witness Thereof, the above-bounden parties have executed this instrument under their several seals this \_\_\_\_ day of \_\_\_\_\_, 2016, 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 the \_\_\_\_\_

\_\_\_\_\_  
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)



<b>SECTION VII</b>	<b>SPECIAL PROVISIONS</b>
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(See APPENDIX A, Section 01012, pages 01012-1 through 01012-6)

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**SECTION VIII**

**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

**AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS**

CITY OF \_\_\_\_\_ )  
 ) ss  
 COUNTRY \_\_\_\_\_ )

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

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

[ ] The offeror is a corporation, partnership, joint venture, or association known as \_\_\_\_\_ [please state name of offeror company], and the persons, companies, partners, or joint venturers who have held more than 10% of the shares or interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows [if none, please state]:

<u>NAME</u>	<u>ADDRESS</u>	<u>% of Interest</u>
_____	_____	_____
_____	_____	_____
TOTAL NUMBER OF SHARES		_____

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

<u>NAME</u>	<u>ADDRESS</u>	<u>Compensation</u>
_____	_____	_____

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

Date: \_\_\_\_\_

\_\_\_\_\_  
 Signature of one of the following:  
 Offeror, if the offeror is an individual;  
 Partner, if the offeror is a Partnership;  
 Officer, if the bidder is a Corporation.

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
 Notary Public

My Commission Expires \_\_\_\_\_









**DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION**

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





**SECTION IX AUTHORIZED CONTACT**

AUTHORIZED CONTACT FOR CONTRACT

IFB NUMBER: GVB IFB 2016-003

NAME	
TITLE	
COMPANY	
MAILING ADDRESS	
TELEPHONE NUMBER	
FACSIMILE NUMBER	
EMAIL	