



INVITATION FOR BID

**TUMON & HAGATNA BAY
BEACH CLEANING PROJECT**

GVB IFB 2016-007



GUAM VISITORS BUREAU INVITATION FOR BID TUMON & HAGATNA BAY BEACH CLEANING PROJECT	
IFB Number: <u>GVB IFB 2016-007</u>	IFB Title: INVITATION FOR BID for TUMON & HAGATNA BAY BEACH CLEANING PROJECT
IFB Due Date and Time: September 1, 2016; 3:00 p.m.	Number of Pages: 45; inclusive of all required documents; also in the USB Drive folder and downloadable online at www.guamvisitorsbureau.com
ISSUING AGENCY INFORMATION	
GUAM VISITORS BUREAU	Issue Date: Friday, August 12, 2016
Mr. Jon Nathan Denight President/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/CEO Guam Visitors Bureau 401 Pale San Vitores Road Tumon, Guam 96913	Mark Face of Envelope/Package: TUMON & HAGATNA BAY BEACH CLEANING PROJECT IFB Number: GVB IFB 2016-007 IFB Due Date: September 1, 2016; 3:00 p.m. Special Instructions: Please process proposal submission in accordance with Sections 4 and 5 of the Notice/Instructions to Bidders.
BIDDERS MUST COMPLETE INFORMATION BELOW AND RETURN THIS COVERSHEET WITH IFB RESPONSE	
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:



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 A: INFORMATION FOR BID DOCUMENTS.....	31
A-1: Technical Specifications.....	32 - 42
A-2: Bid Schedule.....	43 - 44
Exhibit A: Hagatna and Tumon Beach Site Maps.....	45

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.** 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 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 & HAGATNA BAY BEACH CLEANING PROJECT
GVB IFB 2016-007

The Guam Visitors Bureau (“GVB”), a public, non-stock, non-profit, membership corporation, will receive sealed bids from qualified businesses for the TUMON & HAGATNA BAY BEACH CLEANING PROJECT according to the following schedule:

August 12, 2016; FRIDAY	Bid Documents (USB format) available at GVB office or via the GVB website
August 17, 2016; WEDNESDAY; 10:00 a.m.	Pre-Bid Conference; GVB Main Conference Room.
August 19, 2016; 5:00 p.m.	Deadline to submit written questions
August 23, 2016; 5:00 p.m.	GVB response to questions
September 1, 2016; 3:00 pm	Deadline to submit bids; IFB bid opening

The INVITATION FOR BID (USB format) may be obtained at the GVB Office, 401 Pale San Vitores Road, Tumon, Guam, beginning **August 12, 2016, 8:00 AM – 5:00 PM, Monday – Friday**. A non-refundable \$25.00 fee is required for each packet. Methods of payment are:

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

IFB packet can also be downloaded at no cost from GVB’s website at www.guamvisitorsbureau.com

Bids in duplicate will be accepted until 3:00 p.m. Chamorro Standard Time, September 1, 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 President & CEO at 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
President/CEO & Chief Procurement Officer

SECTION II	NOTICE/INSTRUCTIONS TO BIDDERS
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1. **DESCRIPTION OF WORK**

Project consists of furnishing all necessary labor, materials, equipment, tools and services for the TUMON & HAGATNA BAY BEACH CLEANING PROJECT as generally described in the Technical Specifications.

2. **PRE-BID CONFERENCE**

There is a pre-bid conference scheduled for August 17, 2016 at 10:00 a.m. in the GVB Conference Room.

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/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 August 15, 2016.

4. **SEALED BIDS**

All bids for this project shall be enclosed in a sealed envelope marked "Bid Proposal for the TUMON & HAGATNA BAY BEACH CLEANING PROJECT" 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.

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

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.

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

Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

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, 2016 and end on September 30, 2017. 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
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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/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.

6. 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.

7. OFFICIALS NOT TO BENEFIT

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

8. 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.

9. 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.

10. WORKING HOURS

Work shall be conducted during normal working hours Monday through Friday, and includes working after hours and on weekends, as required in the Technical Specifications, Division 1, Section B - Project Schedule, Item No. 1.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

** INTENTIONALLY LEFT BLANK **

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 & HAGATNA BAY BEACH CLEANING PROJECT

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 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 & HAGATNA BAY BEACH CLEANING PROJECT**

TO: President/CEO
Guam Visitors Bureau
Tumon, Guam

Dear Sir:

The undersigned bidder, having examined all pertinent Contract Documents relating to Invitation for Bid Number IFB 2016-007, 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 & HAGATNA BAY BEACH CLEANING PROJECT.**

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

AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS

CITY OF _____)
) ss
 ISLAND OF GUAM)

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

IFB NUMBER: GVB IFB 2016-007

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 VIII	AUTHORIZED CONTACT
---------------------	---------------------------

AUTHORIZED CONTACT FOR CONTRACT

IFB NUMBER: GVB IFB 2016-007

NAME	
TITLE	
COMPANY	
MAILING ADDRESS	
TELEPHONE NUMBER	
FACSIMILE NUMBER	
EMAIL	

APPENDIX A: INFORMATION FOR BID DOCUMENTS

TUMON & HAGATNA BAY BEACH CLEANING PROJECT

	<u>PAGES</u>
A-1: TECHNICAL SPECIFICATIONS	32 - 42
<u>DIVISION I</u>	
Beach Cleaning, Trash Removal, Receptacle Maintenance	32
Section A - General	32
Section B - Work Requirements	32
Section C - Responsibility of the GVB	38
Section D - Postponed Work Schedule Make-up	38
<u>DIVISION II</u>	
Liquidated Damages	39
<u>DIVISION III</u>	
Miscellaneous Provisions	39
1. Cooperation with Government of Guam Agencies	
2. Repair of Damages to Existing Facilities and Structures	
3. Lost and Found Articles	
4. Local Labor	
5. Minimum Wage Rates	
6. Government Requirements	
7. Indemnity	
8. Cooperation with Other Contractors or Participants of "Adopt-a-Beach" Program	
9. Inspection	
10. Communications	
11. Historical and Archaeological	
12. Safety Requirements	
13. Public Release of Information	
A-2: BID SCHEDULE	43 - 45
EXHIBIT A: Hagatna and Tumon Beach Sites	46

A-1: TECHNICAL SPECIFICATIONS

DIVISION I

Beach Cleaning, Trash Removal and Receptacle Maintenance

SECTION A

General

The Contractor shall furnish all necessary labor, materials, equipment, tools and appurtenances to provide complete beach cleaning, trimming and defruiting of coconut trees, trimming of ground cover and shrubs, trash removal and receptacle maintenance services at the Tumon Bay and Hagatna Bay Beaches, as specified herein and as depicted on the exhibit maps. The beach maintenance areas are as follows:

1. Tumon Bay beaches, from the Guam Hilton Resort & Spa Beach at its western extremity, below the seawall, continuous to the northern property boundary of the Lotte Hotel; and along the Gun Beach shoreline of Tumon Bay as depicted in Exhibit A.
2. Hagatna Bay beaches, starting at the beach area adjacent to the parking lot located across Marine Drive from Citibank in East Hagatna past the Alupang Beach Condominium Tower to Onward Beach as depicted in Exhibit A.
3. The project area width to be maintained shall be from the edge of water measured at the actual time of maintenance operations, to the private property boundary, except at such places where private structures occupy the area. At public park beaches, such as Ypao Beach Park and Matapang Beach Park, the project area shall include all of the sandy beach areas up to the grass line. The steps for public beach access between the PIC Hotel and the Pacific Star Hotel and the steps, which go around the machine gun turret in front of PIC Hotel, shall be swept and kept clean of debris up to two feet (2') beyond the sides of each railing in accordance with the beach cleaning schedule.

SECTION B

Work Requirements

BEACH CLEANING

1. **CLEANING SAND AREAS:** Clean sand areas of all rubbish and debris including, but not limited to, burnt debris, buried charcoal (sand should be sifted), bottles, cans, paper, logs, diapers, glass, bottle caps, food items, algae, seaweed, etc. to a depth of one inch (1") at all sandy areas. Man-made holes and sand sculptures shall be leveled/filled.
 - a. Use automated beach cleaning machinery and clean manually by raking, hand picking or any other suitable means capable of completing the beach maintenance services. **REMOVAL OF SAND SHALL BE MINIMIZED.** The Contractor shall find ways to shake out as much sand and coral as possible from the algae/seaweed and place the sand and coral back onto the beach. Corals less than three inches (3") shall be placed back into the water or on the beach, otherwise it would be considered a violation.
 - b. Sand areas with ground cover such as Morning Glory vines etc. shall be cleared of trash the same as areas with no sand by hand.

- c. Sea cucumbers, sea shells and coral found on the beach shall be placed back into Tumon Bay and Hagatna Bay. Failure to do so would be considered a violation.
- d. Cleaning machinery shall not be used to remove ground cover growing over the sand. This should minimize the amount of sand and coral removed from the beach. If at any time during the period of the contract, access for automated beach cleaning equipment to any beach is impractical due to flooded or washed-out conditions from marine disturbances, storms and other acts of nature, the Contractor must manually clean the beach areas. The Contractor shall report such conditions in detail to the Contracting Officer

If there is an equipment failure, the Contractor shall complete the cleaning services of any beach by manually cleaning, such as raking, hand picking or by any other suitable means approved by the Contracting Officer.

- 2. **CLEANING AREAS WITH NO SAND:** Clean areas by hand of all visible rubbish and debris including, but not limited to, bottles, cans, paper, diapers, bottle caps, food items, algae, etc.
- 3. **CLEANING AREAS ALONG RETAINING WALLS AND SEAWALLS, AND AROUND TREES, PLANTS, LIFE GUARD TOWERS, AND OBSTACLES WITHIN THE BEACH AREA:** Contractor shall rake, hand pick or remove by any other suitable means necessary to complete the services as required herein. Plants such as Morning Glory vines shall not be removed from the beach.
- 4. **REMOVING UNUSUAL WEATHER EVENT DEBRIS:** Clean any beach as specified herein of any unusual deposits of heavy debris from flood tide, heavy tidal actions, marine turbulence, marine storm and other extreme acts of nature. It is not disaster declared event by the Governor. All naturally occurring corals shall be placed back into the water and sand shall remain in place. Coordinate cleaning activities with the Department of Agriculture prior to cleaning effort.
- 5. **POST-DISASTER CLEANUP -** (Disasters are defined to include natural disasters such as storms, typhoons, tsunamis and earthquakes). As requested by the GVB, Contractor will provide a written estimate of costs for expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all eligible disaster-generated debris. Contractor will provide post-disaster cleanup services upon prior written approval of its estimated costs by the GVB, must provide pre and post photo evidence of all cleanup activities and subject to the availability of funds. Said funding is not contingent upon a declaration of emergency or eligibility for relief efforts by the Federal Emergency Management Agency.
- 6. **EQUIPMENT AND EQUIPMENT/TOOLS STANDARDS & MAINTENANCE:** The Contractor shall utilize beach cleaning machinery to perform the required beach maintenance of wet and dry sand areas (not submerged areas). The machinery shall conform to the following standards:
 - a. The beach cleaning machinery shall be capable of sifting dry sand at least one inch (1") below the surface of the sand and capable of picking-up and removing rubbish and debris, as specified.

- b. The debris pick-up system and materials shall be capable of picking up bottles and glass items without breaking them.
- c. The machinery shall return virtually all the sand in place and onto the beach.
- d. The machinery shall be capable of being adjusted to skim the surface of the wet sand to pick-up algae, seaweed and other debris without disturbing subsurface organisms.
- e. If necessary, an appropriate vehicle capable of towing the machinery and any other equipment needed to operate the machinery shall be provided and maintained by the Contractor.
- f. Available Manufacturers: Subject to compliance with the requirements, manufacturers offering beach cleaning machinery which may be incorporated in the work include, but are not limited, to the following:

SurfRake 600HD or 400 HD

H. Barber & Sons, Inc.
15 Raythwich Drive
Naugatuck, CT 06770 USA

PH (203) 729-9000
FAX (203) 729-4000
<http://www.hbarber.com>

300HD Beach Cleaner

Good Equipment Ltd.
The Plant Yard, Four Lane Ends,
Oakerthorpe, Alfreton, Derbyshire
DE55 7LN, United Kingdom

PH (+44) 1773-521321
FAX (+44) 1773-521345
goode@globalnet.co.uk

Beach Tech STR 3000 or STR 2000

Kässbohrer All Terrain Vehicles Inc.
8850 Double Diamond Parkway
Reno, Nevada 89521

PH (775) 857-5000 x241
FAX (775) 857-5010
<http://www.beach-tech.com>

Contractor's request for substitution will be considered when changes are in keeping with general intent of contract documents, properly submitted and the proposed substitute product is equal or better than that specified.

- g. The cutting blades on pruning shears, clippers, blades, saws, etc. shall be sterilized when shrubs are known or suspected to be diseased. The cutting blades shall be sterilized after each cut. Sterilize blades by dipping them in a solution of 1 part bleach and 9 parts water or heavily spray them with a disinfectant spray, such as Lysol. After dipping or spraying, wait 20 seconds before using again.
- h. All pruning 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.
- i. EQUIPMENT MAINTENANCE: The Contractor is responsible to maintain the beach cleaning machinery and other mechanical equipment in good working condition. The Contractor shall immediately report, repair and clean-up any leaking of oil or other chemicals that may be harmful to the environment. The Contractor shall keep an inventory or have easy access to spare parts.

7. **USE OF BEACH CLEANING MACHINERY:** The Contractor is strongly encouraged to limit the use of all beach cleaning machinery. Manual methods of cleaning such as raking and hand picking of all rubbish and debris are preferred.
8. **SUBMITTALS FOR CONTRACT:** The Contractor shall submit, for approval and evaluation by the Contracting Officer at the time of the bid, data on the beach cleaning equipment to be utilized for the project and a maintenance plan outlining a maintenance program for the equipment.

TRASH REMOVAL & RECEPTACLE MAINTENANCE

1. TRASH REMOVAL

- a. The Contractor shall separate, remove and dispose of all trash from and around the public trash receptacles located along the project area. Trash is defined as all discarded man-made items, refuse, debris, and dead plant materials. This work includes the removal of the trash from each receptacle as well as the removal of overflow and other accumulated trash from the vicinity of each receptacle.
- b. Limits for trash removal for undeveloped areas (areas excluding hotels, residences or public parks, etc.) shall be that area inland of each receptacle for a distance of fifty feet (50').
- c. The Contractor shall make special provisions to perform extra trash removal services after weekends, holiday events, and other special events likely to generate heavy beach traffic.

2. TRASH RECEPTACLE MAINTENANCE:

- a. The Contractor shall maintain all public trash receptacles including, but not limited to, graffiti removal, cleaning and painting to match the existing colors, signing, and repairing. As needed, painting, receptacle numbering and the placing of decals on each receptacle shall occur as needed.
- b. The Contractor shall dispose of and replace any public trash receptacles no longer needed or that are non-functional as directed by the GVB.
- c. Upon execution of contract, contractor must take a photo inventory of all concrete furniture (receptacles, tables, BBQ pits, stools, etc.)
- d. Receptacles should be replaced as needed. GVB trash receptacle inventory as of August 2016: Tumon trash receptacles (40); Hagatna trash receptacles (11).

4. **RESETTING OF PUBLIC TRASH RECEPTACLES ALONG THE PROJECT AREA:** The Contractor shall reset (turn upright and/or move to appropriate location within a fifty foot (50') radius) any displaced public trash receptacle to its original or appropriate position within 24 hours of verbal or written notice from the Contracting Officer.

TRIMMING & DEFRUITING COCONUT TREES AND TRIMMING OF GROUND COVER & SHRUBS

1. COCONUT TREES

- a. Coconut Trees Trimming & Defruiting - Contractor shall obtain a permit prior to conducting any tree trimming in accordance with Guam Code Annotated (GCA 16-62). Climbing spikes shall not be used on any trees with the exception of the removal of dead trees.
- b. Prune trees in accordance with American National Standard Institute (ANSI) A300 (Part 1) standards for proper tree care and pruning.
- c. Remove all tree trimmings from the site and dispose of properly.
- d. Trim coconut trees to remove branches and fruits that interfere with public safety. Trim and defruit coconut trees 3X per year or as needed.

2. VEGETATION

- a. Vegetation within a ten feet (10') radius of receptacles shall be neatly cut 4X per year or as needed. Vegetation shall mean grass, weeds or other undergrowth. Morning glory shall not be removed.
- b. Any trees within the ten foot (10') radius shall not be touched.

3. GROUND COVER

- a. Morning glory along the walk path leading to receptacles shall not be cut; instead, creeping vines shall be carefully turned away from the walk path, as not to damage the vines.

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, seaweed, etc.).
2. GEPA-APPROVED DISPOSAL AREA: 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. ALGAE DISPOSAL: After rinsing the algae to return the sand to the beach, the algae shall be disposed of at the current landfill or other approved site. However, the contractors are encouraged to compost algae and deliver to entities for use as fertilizer. Algae, small rocks and sand generated from beach cleaning activities shall be stored temporarily at a designated storage area approved by EPA.
4. 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.

5. HAZARDOUS WASTE: Potential hazardous waste such as World War II munitions, paint related products, etc., found during the cleanup shall be reported immediately to the GVB. Incidents regarding World War II munitions shall be reported immediately to the Guam Police Department at 911 and the GVB.

PROJECT SCHEDULE

1. CONTRACT TERM: The contract for this project shall commence within fifteen (15) days upon the issuance of Notice To Proceed and shall terminate one (1) calendar year later. At the end of the first contract period, at the option of GVB and based on the performance of the Contractor, the contract may be renewed yearly for a total of two (2) additional years. The awarded lump sum (+/- contract adjustments) and unit price items will be used to determine the contract amount for the contract extension periods. The contract will close out after the second year of contract extensions.
2. BEACH CLEANING SCHEDULE: The Contractor shall conform to the following:
 - a.

Tumon Bay & Gun Beach	8:00 AM - 5:00 PM
Hagatna Bay	8:00 AM - 5:00 PM

Two (2) days a week - Maximum frequency as approved by EPA. Contractor shall use beach cleaning machinery, as scheduled at Tumon and Hagatna Bay only.

Seven (7) days a week (including holidays and twice on Sundays) - the Contractor shall conduct trash removal and receptacle maintenance services as scheduled at above beaches.
 - b. The Contractor's beach maintenance service schedule shall change daily based on "daily tide prediction," available at the University of Guam Marine Laboratory. The Contractor shall schedule beach maintenance services so as to take advantage of exposed sand beaches during low tide conditions. Beach maintenance services shall take place during the lowest tide occurring during the "acceptable hours to perform cleaning operation" shown above.
 - c. 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 the month and shall incorporate low and high tide periods.
 - d. The Contractor shall have resources available to correct any discrepancies, noted by the Contracting Officer during inspections, before the end of each cleaning day.
 - e. The Contractor should be flexible in their hours of operation or use manual methods to collect the algae when animals, such as crabs, are in large masses along the shore.
 - f. In the event the services as specified herein cannot be performed as specified due to causes beyond the control and without the fault of the Contractor, the Contractor shall notify the GVB, in writing, and state the reasons for non-

performance of the services. Contractor will not be compensated for any day cleaning services not performed. See Section D, Postponed Work Schedule Make-up.

Safeguarding Beach Guests

1. While performing the work for this contract, the Contractor shall make all possible precautions so as not to harm visitors to the beach.
2. The Contractor shall coordinate with the Contracting Officer to develop a safety program for implementation when cleaning beaches that are occupied by visitors that includes, but is not limited to: temporarily clearing the beach visitors, coning or fencing off of affected areas, verbally informing beach guests of the cleaning operations, posting signs, etc.

SECTION C **Responsibility of the GVB**

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

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

1. The Contractor shall commence work from the date of Notice to Proceed and continue thereafter in accordance with the cleaning schedule as set forth thereafter. If inclement weather or any other unavoidable condition prevents the Contractor from performing the work on a scheduled date, the Contractor shall so report to the Contracting Officer. The Contractor shall make-up the corresponding number of work days postponed for all beaches by assisting with additional clean-up of debris usually associated with such inclement weather. No additional compensation will be allowed the Contractor for any make-up cleaning.
2. Before commencement of any make-up work, the Contractor must obtain the approval of the Contracting Officer. Working hours shall not conflict (to the practical extent possible) with public usage of the beach areas. All make-up work scheduled shall be of mutual arrangement and agreement between the Contractor and the Contracting Officer.

DIVISION II

Liquidated Damages

In lieu of any other provision regarding liquidated damages it shall be mutually agreed and understood by and between the parties to this contract that time and strict adherence to the

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

1. Failure of the Contractor to provide the required cleaning and maintenance services, except when impractical to perform the work and proper notice was given by the Contractor in writing to the Owner.
2. Failure of the Contractor to provide the beach cleaning services herein due to equipment failure. It shall be the Contractor's responsibility to provide loaner or rental equipment, at the Contractor's own expense, to provide all services herein in order to complete the cleaning requirements by sand cleaning machinery or, when so authorized, by hand raking and hand picking.
3. Failure of the Contractor to report for work on the regular and/or make-up work date after notifying the Owner.
4. Failure of the Contractor to notify the Owner that the work cannot be performed or completed on the regularly scheduled date.
5. For any other infraction of the contract requirements.

DIVISION III

Miscellaneous Provisions

1. **COOPERATION WITH GOVERNMENT OF GUAM AGENCIES:**
The Contractor shall give full cooperation to resource agencies such as the Guam Department of Agriculture's Division of Aquatic and Wildlife Resources, the Guam Environmental Protection Agency and the Department of Public Works.
2. **REPAIR OF DAMAGES TO EXISTING FACILITIES AND STRUCTURES:** Any existing facilities and structures damaged by the Contractor shall be immediately repaired by the Contractor within twelve (12) hours. If such repairs are not completed within the time specified, the GVB reserves the right to hire another Contractor to make the necessary repairs and deduct the repair costs from any money due or that may become due the Contractor. In case any money due to the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand by the Owner.
3. **LOST AND FOUND ARTICLES:** All lost and found articles recovered during operations shall be turned over to the Contracting Officer.
4. **LOCAL LABOR:** The Contractor shall, in the performance of work under this contract, employ qualified residents of Guam in preference to nonresident laborers. The requirement shall apply to day laborers and it may apply to positions requiring technical skill applied or scientific knowledge, at the Contractor's discretion. Such preference shall

be given to only those persons who are found to possess the capacity necessary for the proper discharge of duties of employment.

5. **MINIMUM WAGE RATES:** The current wage and benefit determination decision for Guam and the Commonwealth of the Northern Mariana Islands issued by the United States Department of Labor is applicable to, and incorporated in, this contract. While the wage rates are minimum hourly rates required to be paid during the life of the contract, it is the responsibility of bidders to inform themselves of the local laws covering such items as the length of workday, overtime compensation, health and welfare contributions, labor supply, and prospective changes or adjustments of wage rates.
6. **GOVERNMENT REQUIREMENTS:** The Contractor shall comply with all applicable Government of Guam laws and regulations.
7. **INDEMNITY:** The Contractor agrees to save and hold harmless the Government, its officers, agents, representatives, successors and other assigns and other governmental agencies from any and all suits or actions of every nature and kind, which may be brought for or on account of any injury, death, or damage arising or growing out of the acts or omissions of the Contractor, Contractor's officers, agents, servants or employees under this contract.
8. **COOPERATION WITH OTHER CONTRACTORS OR PARTICIPANTS OF "ADOPT-A-BEACH" PROGRAM:** Attention is directed to the fact that other Contractors or participants in "Adopt-A-Beach" Program may be engaged in similar and supporting work requiring close cooperation. The Contractor shall cooperate and schedule his work to avoid conflict with and interruption of the work of others so far as practicable. In case of conflicts with other contractors or parties that cannot be resolved satisfactorily, the matter shall be referred to the Contracting Officer for decision, and such decision shall be final, subject to right of appeal in accordance with terms of the contract.
9. **INSPECTION:** The Contractor shall furnish the Contracting Officer every reasonable facility for ascertaining whether or not the work performed and materials used are in accordance with the requirements and intent of the specifications and contract.
10. **COMMUNICATIONS:**
 - a. All notices, demands, requests, instructions, approvals, proposals and claims must be in writing. Issuance of verbal field orders by Inspectors must be executed by the Contractor unless the order is not in conformance with the contract.
 - b. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the job site to the man-in-charge, or if delivered at the office to the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate in writing to the Contracting Officer), or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered via facsimile (fax) transmission.
 - c. Any such notice shall be deemed to have been given as of the time of actual delivery or, in the case of mailing, when the same should have been received in due course of post, or if by fax, at the time of actual receipt, as the case may be.

- d. This section does not apply to decisions given pursuant to the provisions of the General Conditions dealing with Disputes.
11. HISTORICAL AND ARCHAEOLOGICAL: Historical and Archaeological resources include, but are not limited to: human skeletal remains, burials, artifacts, shell, midden bone, charcoal, rock or coral alignments, paving, walls and other construction features.

Whenever any material considered of Archaeological or Historical significance is found during beach cleaning, all work in the area of the find shall cease. The Contractor shall immediately notify the Contracting Officer who will notify the Historic Preservation Office (HPO). If such a discovery is made on the weekend, holiday or after regular working hours, the HPO will be notified as soon as possible (next working day) and work shall not resume without approval of the GVB.

12. SAFETY REQUIREMENTS:

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

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

- b. The Contractor shall confer with the Contracting Officer to develop a mutual understanding relative to the administration of the Safety Program. The Contractor shall submit, prior to the specified pre-performance conference, a written outline of the safety provisions and precautions to be followed throughout the life of the contract. Included in the safety outline shall be:

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

13. 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 therefrom without the prior written approval of the Contracting Officer. The Contractor shall insert the substance of this paragraph in each subcontract and purchase order.

"END OF TECHNICAL SPECIFICATIONS"

TUMON AND HAGATNA BAY BEACH CLEANING MAINTENANCE

A-2: BID SCHEDULE

NO.	DESCRIPTION / BID ITEMS	FREQUENCY	QUANTITY	UNIT	UNIT COST	TOTAL COST
1.0	TUMON BAY	-	-	-	-	-
1.1	Mechanical Beach Raking on Sand Areas (Gun Beach Not Included)	2X/Week (Every Tues & Fri)	104	EA		
1.2	Manual Beach Raking on Sand Areas 50 Feet Around Trash Receptacles (Gun Beach Not Included)	2X/Week (Every Wed & Sat)	104	EA		
1.3	Manual Beach Raking on Sand Areas 50 Feet from Shoreline at GUN BEACH ONLY Including Manual Collection of Trash Prior to Raking	1X/Week (Every Mon)	52	EA		
1.4	Manual Collection of Trash on Sand & Non-Sand Areas Prior to Beach Raking	7X/Week (Mon - Sun)	365	EA		
1.5	Clean Areas along Retaining Walls, Seawalls, and Around Trees, Plants, Lifeguard Towers and Obstacles within the Beach Area	7X/Week (Mon - Sun)	365	EA		
1.6	Trash Removal from Existing Trash Receptacles	7X/Week; 2X(Sun) (Mon - Sun)	417	EA		
1.7	Trash Receptacle Maintenance	2X/Year or as needed	2	EA		
1.8	Resetting of Public Trash Receptacles Along the Project Area	1X/Year or as needed	1	EA		
1.9	Trimming & Defruiting of Coconut Trees	3X/ Year or as needed	3	EA		

NOTES

1. The TOTAL BID PRICE represents performing all bid items for a period of one year. The same TOTAL BID PRICE may be used for up to two years plus or minus any contract adjustments.
2. It is the responsibility of the contractor to determine and perform all the scope of work based on the BID DOCUMENTS.
3. Do not include GUN BEACH in the beach cleaning using the beach cleaning equipment (Item No. 1.1), but GUN BEACH is to be included in all other bid items for Tumon Bay.
4. Include OVERHEAD, PROFIT and GRT in the UNIT COST, TOTAL COST and TOTAL BID PRICE.
5. The Contingent Sum items (Item Nos. 3.1 and 3.2) are for GVB use only. No work shall be charged to these items unless authorized in writing by the Contracting Officer. The work shall be paid by either a negotiated fee or by force account.

EXHIBIT A: Tumon and Hagatna Beach Sites

