

INVITATION FOR BID ISLAND ROAD MAINTENANCE GVB IFB 2016-006



| | GUAM VISITORS BUREAU INVITATION FOR BID | | | |
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| la de la companya de | | MAINTENANCE | | |
| IFB Number: GVB IFB 2016-006 | IFB Title: INVITATION FOR BID for | | | |
| IFB Due Date and Time: | ISLAND ROAD MAINTENANCE | | | |
| September 20, 2016; 3: | 00 p.m. | Number of Pages: 34; inclusive of all required documents; also in the USB Drive folder and downloadable online at www.guamvisitorsbureau.com | | |
| | SSUING AGENC | Y INFORMATION | | |
| GUAM VISITORS BUREAU | | Issue Date: August 29, 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 | | |
| The second secon | INSTRUCTION | S TO BIDDERS | | |
| Delivery of Bid | Delivery of Bid Mark Face of Envelope/Package: | | | |
| By U.S. Mail or Deliver Only to Mr. Jon Nathan Der | | ISLAND ROAD MAINTENANCE IFB Number: GVB IFB 2016-006 IFB Due Date: September 20, 2016; 3:00 p.m. | | |
| President & CEO Guam Visitors Bureau | | Special Instructions: Please process proposal submission in | | |
| 401 Pale San Vitores Road Tumon, Guam 96913 | | 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: | | Authorized Bidder Signatory: | | |
| | | (PLEASE PRINT NAME AND SIGN IN INK) | | |
| Bidder Title: | | Bidder Email Address: | | |
| Bidder Telephone Number: Bidder FAX Number: | | Bidder FAX Number: | | |
| | | | | |



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10.

BIDDER'S IFB CHECKLIST The 10 Most Critical Things to Keep in Mind When Responding to an IFB for GVB Read the entire document. Note critical items such as: mandatory requirements; 1. 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. Attend the pre-bid conference. These conferences provide an opportunity to ask 3. clarifying questions, obtain a better understanding of the project, or to notify GVB of any ambiguities, inconsistencies, or errors in the IFB. Take advantage of the "question and answer" period. Submit your written questions to the procurement officer by the due date listed in the Invitation for Bid 4. 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 pointby-point responses to all sections in a clear and concise manner. Provide complete answers/description. Read and answer all questions and requirements. Don't assume GVB or evaluation committee will know what your 6. 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. Use the forms provided, i.e., cover page, "ALL" Affidavit forms, etc. 7. Check the GVB website for IFB addenda. Before submitting your response, check 8. 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. Review and read the IFB document again to make sure that you have addressed all 9. 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.

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

Late bid responses are *never* accepted.

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.



SECTION I

INVITATION FOR BID

ISLAND ROAD MAINTENANCE GVB IFB 2016-006

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

| August 29, 2016 (Mon) | Bid Documents (USB format) available at GVB office or via the GVB website | | |
|-------------------------------------|---|--|--|
| September 1, 2016 (Thu); 10:00 a.m. | Pre-Bid Conference; GVB Main Conference Room. | | |
| September 6, 2016; 5:00 p.m. | Deadline to submit written questions | | |
| September 20, 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 29, 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 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 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



SECTION II

NOTICE/INSTRUCTIONS TO BIDDERS

DESCRIPTION OF WORK

Project consists of furnishing all necessary labor, materials, equipment, tools and services for the <u>ISLAND ROAD MAINTENANCE</u> as generally described in the Technical Specifications.

2. PRE-BID CONFERENCE

There is a pre-bid conference scheduled for September 1, 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 September 6, 2016.

4. SEALED BIDS

All bids for this project shall be enclosed in a sealed envelope marked "Bid Proposal for the ISLAND ROAD MAINTENANCE" and shall be submitted at the place and time indicated in the Invitation to Bid.

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. MULTIPLE BIDS

Multiple bids will be accepted for this solicitation. Contractors may choose to enter a bid amount for both the Northern and Southern locations or only one location.

10. <u>METHOD OF AWARD</u>

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. <u>BID SECURITY</u>

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:

- 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. ACKNOWLEGEMENT 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

1. <u>DEFINITIONS</u>

- a. The term "GVB" 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.

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. <u>CONTRACT AND BONDS</u>

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. <u>DISPUTES CONCERNING LABOR STANDARDS</u>

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. <u>INSURANCE - LIABILITY TO THIRD PERSONS</u>

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.

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.

^{**} INTENTIONALLY LEFT BLANK **

| SECTION IV | PROPOSAL | |
|---|--|---|
| | | Date: |
| Gentlemen: | | |
| Partnership or Individual) Government of Guam here | er called the Bidder), a organized and/or licensed to do be by proposes and agrees to furnish al ces necessary for the performance of | ousiness under the laws of the II the necessary labor, materials, |
| | ISLAND BOAD MAINTENANCE | = |

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

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

The individual Bid Bond attached, with our endorsement, in the sum of not less than fifteen percent (15%) of the amount of each Proposal, is furnished to GVB as a guarantee that the Agreement will be executed and a Performance Bond 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.

GVB IFB 2016-006 Island Road Maintenance Page 17 of 34

| RESPECTFULLY SUBMITTED BY: | | | |
|----------------------------|---------|---|--|
| (CONTRACTOR) | | 0 | |
| (BY) | = = | 2 | |
| (TITLE) | | 3 | |
| (BUSINESS ADDRESS) | | × | |
| | W W C C | | |

| | Company of the last | |
|-----------|---------------------|------|
| SECTION V | | FORM |
| | B 18 | |
| | | |

PROJECT: ISLAND ROAD MAINTENANCE

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 2016-006, 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: | | | | |
|--------|---|---|---------|---|
| | | | | |
| 2000 | dia | () | 4 | |
| | 9 | | | ä |
| | | | | |
| | | | BY | |
| | | | Address | |
| | | | | |

| SECTION VI BI | D BOND |
|---|--|
| KNOW all men by these presents, that we | |
| | e of Contractor) Principal, and |
| (Na | ume of Surety) |
| in the penal sum of | e Guam Visitors Bureau, hereinafter called the GVB, dollars, lawful money of the United and truly be made, we bind ourselves, our heirs, cointly and severally, firmly by these present. |
| The condition of this obligation is such, that accompanying bid dated | |
| THE BID BOND will remain in effect until su | ch time as GVB awards the contract. |
| seals this day of | s have executed this instrument under their several of, 20 the name being hereto affixed and these present duly signed 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: | (OFAL) |
| | (SEAL) (Individual Principal) |
| | (Business Address) |
| (Address) | (SEAL) |
| | (Individual Principal) |
| | (Business Address) |
| (Address) | |

| Attest: | | | (Corporate Principal) |
|------------------------|------------------------|-------------|---|
| | | | (Business Address) |
| | | | AFFIX CORPORATE SEAL |
| | | Ву: | |
| Attest: | | | |
| | | | (Corporate Surety) |
| | | | (Business Address) |
| | | | AFFIX CORPORATE SEAL |
| | | | By: |
| | CERTIFICATE AS | TO CORPO | PRATE PRINCIPAL |
| l, | , certify that I | am the _ | |
| | secretary | of the corp | oration named as principal in the within |
| bond; that | | , w | ho signed the said bond on behalf of the |
| principal was then | | ¥. | |
| of said corporation; t | hat I know his signatu | re, and his | signature thereon is genuine; and that said |
| bond was duly signe | d, sealed and attested | for and in | behalf of said corporation by authority of |
| its governing body. | | | |
| | | | (CORPORATE SEAL) |
| | | | (JOHN CHAIL BLAL) |

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 C |)F |) | | | | |
|----------|--|--|---------------------------------|---|--|--------------------|
| ISLANI | D OF GL |) ss JAM) | | | | |
| 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 offering business. | dual or sole prop | rietor and owns t | the entire (1009 | 6) interest in the |
| | [] | The offeror is a corp | ooration, partner | ship, joint vent | ure, or associ | ation known as |
| | | [please state name of oventurers who have held during the 365 days imfollows [if none, please] | d more than 10% mediately prece | of the shares or | interest in the | offering business |
| | NAME | _ | <u>ADDRESS</u> | | | % of Interest |
| er St | | | TOTAL NUMBE | R OF SHARES | | |
| B. | or othe | r, I say that the persons v r compensation for procu ch this affidavit is submitt | ring or assisting i | n obtaining busin | ess related to th | |
| | <u>NAME</u> | | ADDRESS | | Compe | nsation_ |
| <u></u> | the tim | wnership of the offering be e an award is made or a er required by 5 GCA §5 | a contract is ente | ered into, then I p | romise persona | ally to update the |
| Date:_ | | | Signatu | re of one of the for Offeror, if the offer Partner, if the offer Officer, if the bidde | or is an individua ror is a Partnersh | ip; |
| Subsc | ribed and | d sworn to before me this | s day o | f | , 2016. | |
| | | | Notary | Public | | |
| | | | My Cor | nmission Expires | | |

(AG Procurement Form 002 (Rev. Nov. 17, 2005)

AFFIDAVIT re NON-COLLUSION

| CITY OF) ss | |
|--|---|
|) ss ISLAND OF GUAM) | |
| state name | ne of affiant signing below], being first duly sworn, |
| 1. The name of the offering compa | any or individual is [state name of company] |
| The offeror has not colluded, conspired, conniv offeror or person, to put in a sham proposal or not in any manner, directly or indirectly, sought or conference, with any person to fix the proposany overhead, profit or cost element of said prany advantage against the government of Guam against the government of Guam or any pestatements in this affidavit and in the proposundersigned. This statement is made pursuant | myself as a representative of the offeror, and or |
| Date: | |
| | gnature 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. |
| Ne | ntary Public |

AFFIDAVIT re NO GRATUITIES or KICKBACKS

| CITY OF) | |
|---|--|
|) ss ISLAND OF GUAM) | |
| | name of affiant signing below], being first duly sworn, |
| deposes and says that: | |
| 1. The name of the offering firm | or individual is [state name of offeror's company] |
| | ge, neither affiant, nor any of the offeror's officers, employees have violated, are violating the prohibition 2 GAR Division 4 § 11107(e). |
| representatives, agents, subcontractors, or e | lge, neither affiant, not any of the offeror's officers employees have offered, given or agreed to give, any government employee, any payment, gift, kickback n with the offeror's proposal. |
| 4. I make these statements on behalf behalf of the offeror's representative, agents | If of myself as a representative of the offeror, and on s, subcontractors, and employees. |
| | Signature of one of the following: Offeror, if the offeror is an individual; Partner, if the offeror is a Partnership; Officer, if the bidder is a Corporation. |
| Subscribed and sworn to before me this | day of, 201 |
| | |
| Notary | Public |
| My Co | mmission Expires |

AFFIDAVIT re ETHICAL STANDARDS

| CITY OF | | | | |
|---|--|---|--|--|
| ISLAND OF GUAM) | SS | | | |
| deposes and says that: | [state r | name of affiant signi | ng below], being fi | rst duly sworn, |
| The affiant is the offeror, a partner of proposal. To the best of agents, subcontractors. Guam employee to breat Further, affiant promiss subcontractor, or employ to breach any ethical st made pursuant to 2 GA | of affiant's knowledge or employees or of ach any of the ethica es that neither he yee of offeror will known andards set forth in | ge, neither affiant r feror have knowing al standards set fort or she, nor any owingly influence an 5 GCA Chapter 5, A | nor any officers, re ly influenced any of h in 5 GCA Chapte officer, represent y government of G | dentified bid or epresentatives, government of er 5, Article 11. tative, agents, uam employee |
| | | Partner, if t | f the following: ne offeror is an indi he offeror is a Part ne bidder is a Corp | nership; |
| Subscribed and sworn t | o before me this | day of | , 201 | |
| | Notary | Public | | |
| | Му Со | mmission expires _ | | |

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

IFB NUMBER: GVB IFB 2016-006

| Name | of Offeror Company: | |
|--|---|--|
| | l, <u></u> | hereby certifies under penalty of perjury |
| (1) | That I ama partner of the offeror, an officer of identified procurement; | [please select one: the offero the offeror] making the bid proposal in the foregoin |
| (2) | That I have read and understand the | e provisions of 5 GCA § 5801 and § 5802 which rea |
| In suc propri govern purpo Guam Detern Depar | etorship, a partnership or a corporation nment of Guam, and in such cases se, in whole or in part, is the direct a, then the contractor shall pay some mination for Guam and the Northern | l. Jam enters into contractual arrangements with a solon ('contractor') for the provision of a service to the where the contractor employs a person(s) whose delivery of service contracted by the government such employee(s) in accordance with the Wag Mariana Islands issued and promulgated by the U. mployed in the direct delivery of contract deliverable |
| contra which clause contra Deter | act is awarded to a contractor by the go shall be paid to employees pursuant e, then at the time of renewal adjustme act for applying the Wage Determina | sued by the U.S. Department of Labor at the time overnment of Guam shall be used to determine wage to this Article. Should any contract contain a renewents, there shall be made stipulations contained in thation, as required by this Article, so that the Wag partment of Labor on a date most recent to the renew |
| In add applied by this issued | es shall also contain provisions manda s Article, such benefits having a mir | ailed in this Article, any contract to which this Artic ting health and similar benefits for employees cover nimum value as detailed in the Wage Determination repartment of Labor, and shall contain provision colidays per annum per employee. |
| (3) to the | That the Offeror is in full compliance procurement referenced herein; | with 5 GCA § 5801 and § 5802, as may be applicab |
| (4) | That I have attached the most red by the U.S. Department of Labor. | cent wage determination applicable to Guam issue |
| | | |
| | | Signature Date |

AFFIDAVIT re CONTINGENT FEES

| CITY OF) | |
|---|--|
|) ss ISLAND OF GUAM) | |
| | name of affiant signing below], being first duly sworn, |
| deposes and says that: | |
| 1. The name of the offering compar | ny is |
| offering company has not retained any pers | ny's bid or proposal, to the best of my knowledge, the son or agency on a percentage, commission, or other ntract. This statement is made pursuant to 2 GAR |
| offering company has not retained a persor Guam upon an agreement or understan contingent fee, except for retention of bona | ny's bid or proposal, to the best of my knowledge, the in to solicit or secure a contract with the government of ading for a commission, percentage, brokerage, or a fide employees or bona fide established commercial business. This statement is made pursuant to 2 GAR |
| | alf of myself as a representative of the offeror, and on ves, agents, subcontractors, and employees. |
| | |
| | Signature of one of the following: |
| | Offeror, if the offeror is an individual. |
| | Partner, if the offeror is a partnership. Officer, if the offeror is a corporation. |
| Subscribed and sworn to before me this | day of, 2016. |
| | Notary Public |
| | My commission expires on |

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

| CITY OF |) | |
|--------------------------|---|--|
| ISLAND OF G |) ss GUAM) | |
| ¥7 ⁴³ | = 88 | is a second second |
| | | , being first duly sworn, is |
| | (NAME OF PERSON) | |
| (PLEASE STATE " | INDIVIDUAL" IF SOLE PROPRIETOR; "F | PARTNER" IF A PARTNERSHIP; OR "OFFICER" IF A CORPORATION) |
| of | | |
| · | (NAME OF OFF | EROR AND MAILING ADDRESS) |
| TEL:(TELE | EPHONE NUMBER) | |
| offeror has a RESTRICTIO | ffirms that he/she has read | I offeror on whose behalf this affidavit is being submitted. Said and understands the provisions of <u>5 GCA, CHP 5 §5253</u> RS EMPLOYING CONVICTED SEX OFFENDERS FROM VENUES. |
| The offeror und | derstands that: | |
| (1) | Annotated, or an offense as de any jurisdiction which includes the Sex Offender Registry, and | to offense under the provisions of Chapter 25 of Title 9 Guam Code offined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in at a minimum, all of the elements of said offenses, or who is listed on the whole with the whole who is employed by a business contracted to perform services for an egovernment of Guam, shall work for his employer on the property of than a public highway. |
| Further, the off | eror represents: | |
| (1) | under the provisions of Chapte Article 2 of Chapter 28, Title | ices on behalf of the contractor has been convicted of a sex offense or 25 of Title 9 GCA or an offense as defined in 9 GCA, or an offense in another jurisdiction with, at a minimum, the ses, or who is listed on the Sex Offender Registry; and; |
| (2) | the provisions of Chapter 25 o 9 GCA or an offense in anothe or who is listed on the Sex O | ervices on behalf of the contractor is convicted of a sex offense under f Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title r jurisdiction with, at a minimum, the same elements as such offenses ffender Registry, that such person will be immediately removed from at the administrator of said agency be informed of such within twenty tion. |
| | | Signature |
| Subscribed and | d sworn to before me this | |
| | | Notary Public My commission expires on |

SECTION VIII

AUTHORIZED CONTACT

AUTHORIZED CONTACT FOR CONTRACT

IFB NUMBER: GVB IFB 2016-006

| NAME | 24 | | | | 190 | 8 |
|---------------------|---------------|---|-----|----|-----|---|
| | | | | | | |
| TITLE | | | | ī. | | |
| COMPANY | | × | | | | |
| MAILING ADDRESS | iū | | - 4 | | | |
| TELEPHONE NUMBER | | | | | | |
| FACSIMILE NUMBER | | | | | | |
| EMAIL | | | | | | |

APPENDIX A TECHNICAL SPECIFICATIONS - GENERAL SCOPE OF WORK

ISLAND ROAD MAINTENANCE

TECHNICAL SPECIFICATIONS - GENERAL SCOPE OF WORK

OVERVIEW

The mission of the Guam Visitors Bureau (GVB) is to grow and diversify visitor arrivals by creating a positive destination experience. While the GVB continually promotes Guam as a favorable visitor destination, maintenance of the basic tourism plant is important in order to achieve a desirable image. It is in the best interest of the Government of Guam to outsource delivery of these services so that residents and visitors can enjoy well-maintained landscape along our island's roads.

OPERATIONS AND ADMINISTRATIVE SCOPE OF SERVICE/WORK

The GVB intends to procure services from qualified and licensed contractors to maintain Guam's roadways and medians. Delivery of schedule for service and safety plan requirements will be reviewed for the purpose of determining the manner and degree to which those requirements are met. Contractors are required to perform in accordance with the following specifications:

1. DEVELOP A SCHEDULE FOR SERVICES AND SAFETY PLAN.

- a. Provide "Signs" and cones to alert motorists and pedestrians of Grass Cutting/Maintenance Work.
- b. Contractor shall ensure protective measures are used to prevent flying debris from damaging or injuring pedestrians, automobiles, structures, and other valuable items.
- c. Contractor shall be responsible for the safety of their workers and the public.

2. GRASS CUTTING/MOWING:

- a. Maintenance of Roadways with Paved and Unpaved Shoulders
 - i. Remove trash and debris before commencing to mow. Remove weeds/grass growing on pavement. Mowing shall mean that grass, weeds and other vegetation shall be cut evenly up to 10 feet from edge of pavement or edge of paved or unpaved shoulders. Grass, weeds and other vegetation along fences, guardrails, sign posts, utility poles and trees, shall be cut and trimmed to a height of 1" to 1-1/2" using portable hand mowers, powered mechanical vertical cutters, sickles, edger and other methods. All overhanging vegetation shall be trimmed in accordance with the American National Standard Institute (ANSI) A300 (Part 1) standards for proper tree care and pruning and as specified in the Bid Schedule.
- b. Maintain raised Medians and Plant Strips.
 - i. Mowing/Cutting shall be accomplished in all roadway-raised medians and sidewalk planting strips. Mowing or cutting shall mean that grass,

weeds and other vegetation shall be cut evenly up to the vertical edge of all curbs, sidewalks, driveways, concrete slabs, poles, trees, cultivated areas and any permanently fixed objects within the designated mowing area.

- ii. Grass, weeds and other vegetation along fences, guardrails, sign posts and trees including grass between hedges and plants which are not readily accessible to mowing shall be cut and trimmed to a height of 1 inch to 1-1/2 inches using portable hand mowers, powered mechanical vertical cutters, sickles, edger, and other acceptable methods.
- iii. Fallen palm fronds, litter and debris/trash from areas to be mowed shall be removed and properly disposed of prior to mowing so that all areas shall be uniformly mowed.
- iv. The cutting edge of all mowing equipment shall be kept sharp; bruising or rough cutting of grass is prohibited. All equipment shall be equipped with satisfactory safety devices. During wet periods, proper equipment to perform mowing shall be utilized in order to avoid ruts and damage to the grounds.
- c. Contractor is required to remove weed vines on fences situated along contracted routes.
- d. Grass clippings and debris as a result of mowing shall be raked/removed and disposed after each workday.
- e. Mowing is to be done two times per month. The Contractor shall have a minimum two week period between mowing's unless extenuating circumstances prevent this. In such case, Contractor shall notify GVB so the schedule can be adjusted.

3. TRASH COLLECTION

- a. Trash and debris collection shall be accomplished in all roadway-raised medians, sidewalk planting strips and 10 feet from the edge of paved or unpaved shoulders or up to private property boundary.
- b. Contractor is not responsible for removal of dead animals or appliances found within the roadway or the 10' boundary from the paved roadways, however, they are required to report these conditions to GVB who will then notify appropriate agency or village Mayor.
- c. Contractor shall be responsible for all Disposal Fees.
- d. Trash collection on both roadway-raised medians and shoulders shall be done twice per month

4. EDGING OF SHOULDERS, MEDIANS AND PLANTING STRIPS

a. Involves cutting and removing a narrow strip of grass turf within 1" to 2" along the edges of curbs, sidewalks, driveways and similar paved area on roadway medians and planting strips. In no case shall the strip depth of removed sod exceed 1". Edging is to be accomplished in a manner that is free of scalping, rutting, bruising, and uneven and rough cutting. All debris resulting from the performance of edging shall be removed and disposed of at approved dump facilities away from the work site at the end of each workday.

b. Edging is to be done six times per year. The Contractor shall have an approximate one month period between edgings.

5. SCRAPING OF MEDIANS, CURBS AND SIDEWALKS, INCLUDING GUTTERS

- Medians, curbs and sidewalks must be free of growing weeds, soil, stones, litter and freshly cut grass. This includes scraping of weeds/grass that grows in concrete construction joints.
- b. Contractor is responsible for removing debris/litter and any growth on or surrounding gutters (along curb side) to allow for proper drainage.
- c. The contractor is allowed to use chemical seed killer provided said chemicals are in compliance with EPA standards. In addition, the contractor must obtain all necessary permits and clearances for use of such chemicals.
- d. Scraping to be done six times per year. The Contractor shall have an approximate one month period between edgings.
- 6. <u>POST-DISASTER CLEANUP</u> (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 is 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.
- 7. Refer to Insurance requirements in the General Provisions.
- 8. Bidders should conduct site inspections to see actual field conditions of work to be performed. See General Scope of Work, Bid Schedule and Exhibit A showing routes to be maintained.
- 9. Repairs to existing work. All portions of existing grounds, curbs, pavement, sidewalks and other government property damaged or destroyed in any way during performance of the work under this contract, shall be repaired in kind, or in a manner approved by GVB, to match existing or adjoining conditions at the contractor's expense. This includes repair of ruts or damage to grass areas caused by the contractor's equipment. Such areas shall be filled to the surrounding level with topsoil and seeded with grass.
- 10. Contractors will be required to submit quarterly scheduling so that timely adjustments can be made in case of special events and festivities.

APPENDIX B

BID SCHEDULES

ISLAND ROAD MAINTENANCE BID SCHEDULES

[ATTACHED BUT NUMBERED SEPARATELY]

B-1: Northern District Bid Schedule (8 pages)

B-2: Southern District Bid Schedule (4 pages)

B-3: Map of Guam - Northern and Southern Legend (1 page)

| | | 2 | | UNIT COST | 14101 | |
|--------------|--|---|--------------|--------------|----------|---|
| ROUTE NO. | ROAD NAME, BOUNDARIES OF WORK, & LENGTH | WORK DESCRIPTION | FREQUENCY | PERFEQUENCY | COST | REMARKS |
| | | Collection & disposal of trash, debris including cigarette at road medians & shoulders prior to grass cutting (2X per month) | 2X Per Month | & | \$ | Include 1 median at corner of Airport Road |
| | • | 2. Grass cutting & edging and removal & disposal of grass clippings | 2X Per Month | မ | \$ | Include 1 median at corner of Airport Road |
| | | 3. Scraping/removal of soil, grass & dirt at curbs & gutters on road medians and shoulders | 6X Per Year | \$ | \$ | |
| Route 1 | Marine Corps Drive (From AAFB gate to Routes 8 & 1 Intersection) Length = 13.10 Miles | 4. Edging (involves cutting & removing) a narrow strip of grass turt within 1" to 2" along the edges of curbs, sidewalks, driveways, and similar paved areas on roadway medians and planting strips | 2X Per Year | \$ | ₩ | |
| | | 5. Trimming roadside overhanging vegetation and trees within 10 feet from the edge of the road and up to 20 feet high including removal of vines at chain link fences. | 2X Per Year | 9 | ₩ | |

| | | | 1 | | | | |
|--|--|---|---|---|--|---|--|
| REMARKS | : | | | | | | |
| TOTAL | \$ | 89 | €9 | €9 | \$ | ₩ | |
| UNIT COST PER FREQUENCY | ₩ | €9 | \$ | €9 | ₩. | \$ | |
| FREQUENCY | 2X Per Month | 2X Per Month | 6X Per Year | 6X Per Year | 2X Per Month | 2X Per Month | |
| WORK DESCRIPTION | Collection & disposal of trash, debris including cigarette butts at road medians & shoulders prior to grass cutting. | 2. Grass cutting & edging and removal & disposal of grass clippings | 3. Scraping/removal of soil, dirt, grass at curbs & gutters on road medians and shoulders | 4. Edging (involves cutting & removing) a narrow strip of grass turf within 1" to 2" along the edges of curbs, sidewalks, driveways, and similar paved areas on roadway medians and planting strips | Collection & disposal of trash, debris including cigarette butts at road medians & shoulders prior to grass cutting | 2. Grass cutting & edging and removal & disposal of grass clippings | |
| ROAD NAME, BOUNDARIES OF WORK, & LENGTH | Chalan San Antonio Road (From Route 1 to Rotunda including the road from Route 1 to Tamuning Post Office) Length = 1.30 Miles to San Vitores Hilton Intersection | | | | | | |
| ROUTE NO. | | | 4 | | 148 | | |

| | | | | | | + 5 | | |
|--|--|--|---|---|--|--------------|--|--|
| REMARKS | | | | | 182 | | | |
| TOTAL | & | 9 | \$ | \$ | ¥ | . | | |
| UNIT COST PER FREQUENCY | € | φ. | \$ | \$ | | 6 | | |
| FREQUENCY | 2X Per Month | 2X Per Month | 6X Per Year | 2X Per Year | | 2X Per Year | | |
| WORK DESCRIPTION | Collection & disposal of trash, debris including cigarette butts at road medians & shoulders prior to grass cutting. | 2. Grass cutting & edging and removal & disposal of grass clippings | 3. Scraping/removal of soil, dirt, grass at curbs & gutters on road medians & shoulders | 4. Edging (involves cutting & removing) a narrow strip of grass turf within 1" to 2" along the edges of curbs, sidewalks, driveways, and similar paved areas on roadway medians and planting strips | 5. Trimming of roadside overhanging vegetation and trees within 10 feet from the edge of the road and up to 20 feet high | | | |
| ROAD NAME, BOUNDARIES OF WORK, & LENGTH | | Gov. Carlos Camacho Road (From Route 1 to Guam Behavioral Center before GMH) | | | | | | |
| ROUTE NO. | | rain nese anna | | 8 | | 18-31 | | |

| REMARKS | | | | | | |
|--|--|---|---|---|--|---|
| TOTAL | \$ | \$ | €9 | € | \$ | \$ |
| UNIT COST PER FREQUENCY | \$ | \$ | € | 6 | € | ₩. |
| FREQUENCY | 2X Per Month | 2X Per Month | 6X Per Year | 2X Per Year | 2X Per Month | 2X Per Month |
| WORK DESCRIPTION | Collection & disposal of trash, debris at road medians & shoulders prior to grass cutting. | 2. Grass cutting & edging and removal & disposal of grass clippings | 3. Scraping/removal of soil, dirt, grass at curbs & gutters on road medians & shoulders | 4. Edging (involves cutting & removing) a narrow strip of grass turf within 1" to 2" along the edges of curbs, sidewalks, driveways, and similar paved areas on roadway medians and planting strips | Collection & disposal of trash, debris at road shoulders prior to grass cutting. | 2. Grass cutting & edging and removal & disposal of grass clippings |
| ROAD NAME, BOUNDARIES OF WORK, & LENGTH | | | | | | |
| ROUTE NO. | | | 30A | | | 3 6 |

| ROAD NAME, BOUNDARIES OF WORK, & LENGTH | ARIES | WORK DESCRIPTION | FREQUENCY | UNIT COST PER FREQUENCY | TOTAL | REMARKS |
|--|----------------------------|---|--------------|-------------------------------|-------|---|
| Two Lovers Road (From Route 1 to Two Lovers Entrance Road) | E s | 3. Edging (involves cutting & removing) a narrow strip of grass turf within 1" to 2" along the edges of curbs, sidewalks, driveways, and similar paved areas on roadway medians and planting strips | 2X Per Year | ₩ | € | 1- |
| | | 4. Trimming roadside overhanging vegetation and trees within 10 feet from the edge of the road and up to 20 feet high | 2X Per Year | \$ | \$ | |
| (From Route 1 to Route | (From Route 1 to Route 10) | Collection & disposal of trash, debris including cigarette butts at road medians & shoulders prior to grass cutting. | 2X Per Month | 69 | €\$ | Includes area across Palomo Store to Admiral Sherman Blvd. (Tiyan Entrance) Exception: Do not maintain area from Calvo compound to Palomo Store and from Admiral Sherman Blvd. to the tri intersection. |
| 11 | | 2. Grass cutting & edging and removal & disposal of grass clippings | 2X Per Month | € | ₩ | Includes area across Palomo Store to Admiral Sherman Blvd. (Tiyan Entrance) Exception: Do not maintain area rom Calvo compound to Palomo Store and from Admiral Sherman Blvd. to the tri intersection. |

| REMARKS | | | | Exception: Do not maintain southbound area from Tri | |
|--|---|---|--|---|---|
| TOTAL | \$ | \$ | ₩ | Ф | \$ |
| UNIT COST PER FREQUENCY | ₩ | \$ | € | €\$ | ₩ |
| FREQUENCY | 6X Per Year | 2X Per Year | 2X Per Year | 2X Per Month | 2X Per Month |
| WORK DESCRIPTION | 3. Scraping/removal of soil, dirt, grass at curbs & gutters on road medians & shoulders | 4. Edging (involves cutting & removing) a narrow strip of grass turf within 1" to 2" along the edges of curbs, sidewalks, driveways, and similar paved areas on roadway medians and planting strips | 5. Trimming of roadside overhanging vegetation and trees within 10 feet from the edge of the road and up to 20 feet high | 1. Collection & disposal of trash, debris at road medians & shoulders prior to grass cutting. | 2. Grass cutting & edging and removal & disposal of grass clippings |
| ROAD NAME, BOUNDARIES OF WORK, & LENGTH | (From Route 1 to Route 10) Length = 3.15 Miles | | | Army Corps Drive (From Route 1 to Route 10) | |
| ROUTE NO. | ∞ | | ma - astronom - sa | 16 | |

| REMARKS | 20 | Exception: Do not maintain southbound area from Tri Intersection to | | | |
|--|---|---|--|--|---|
| TOTAL | \$ | \$ | ₩ | \$ | € |
| UNIT COST PER FREQUENCY | \$ | \$ | 6 | ₩ | € |
| FREQUENCY | 6X Per Year | 2X Per Year | 2X Per Year | 2X Per Month | 2X Per Month |
| WORK DESCRIPTION | 3. Scraping/removal of soil, dirt, grass at curbs & gutters on road medians & shoulders | 4. Edging (involves cutting & removing) a narrow strip of grass turf within 1" to 2" along the edges of curbs, sidewalks, driveways, and similar paved areas on roadway medians and planting strips | 5. Trimming of roadside overhanging vegetation and trees within 10 feet from the edge of the road and up to 20 feet high including removal of vines at chain link fences | Collection & disposal of trash, debris including cigarette butts at road medians & shoulders prior to grass cutting. | 2. Grass cutting & edging and removal & disposal of grass clippings |
| ROAD NAME, BOUNDARIES OF WORK, & LENGTH | Army Corps Drive (From Route 1 to Route 10) Length = 4.20 Miles | | | Harmon Loop Road | (From Route 16 to Route 1) Length = 1.10 Miles |
| ROUTE NO. | 16 | | | | 27 |

| 10 0 | | N | |
|--|---|---|---------------------------------|
| REMARKS | | | |
| TOTAL | φ. | φ. | \$ |
| UNIT COST PER FREQUENCY | ₩. | €9 | TOTAL COST NORTHERN DISTRICT |
| FREQUENCY | 6X Per Year | 2X Per Year | TOTAL |
| WORK DESCRIPTION | 3. Scraping/removal of soil, dirt, grass at curbs & gutters on road medians & shoulders | 4. Edging (involves cutting & removing) a narrow strip of grass turf within 1" to 2" along the edges of curbs, sidewalks, driveways, and similar paved areas on roadway medians and planting strips | |
| ROAD NAME, BOUNDARIES OF WORK, & LENGTH | Harmon Loop Road (From Route 16 to Route 1) Length = 1.10 Miles | | 2 |
| ROUTE NO. | 27 | | |

NOTES: 1. The Total Bid Price represents performing all bid items for a period of one (1) year.

The same total bid price may be used for up to 2 one year extensions or on a month-to-month basis, 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.

| | | | | 0 | | |
|--|---|---|---|--|---|---|
| a di | REMARKS | Include all medians at corner of Route 11 | Include all medians at corner of Route 11 | Include all medians at corner of Route 11 | • | |
| | TOTAL | ₩ | \$ | \$ | \$ | ө |
| CT | UNIT COST PER FREQUENCY | У | \$ | \$ | ₩ | ₩ |
| OUTHERN DISTRI | FREQUENCY | 2X Per Month | 2X Per Month | 6X Per Year | 2X Per Year | 2X Per Year |
| BID SCHEDULE – SOUTHERN DISTRICT | WORK DESCRIPTION | Collection & disposal of trash, debris including cigarette butts at road medians & shoulders prior to grass cutting | 2. Grass cutting & edging and removal & disposal of grass clippings | 3. Scraping/removal of soil, grass & dirt at curbs & gutters on road medians and shoulders | 4. Edging (involves cutting & removing) a narrow strip of grass turf within 1" to 2" along the edges of curbs, sidewalks, driveways, and similar paved areas on roadway medians and planting strips | 5. Trimming of roadside overhanging vegetation and trees within 10 feet from the edge of the road and up to 20 feet high. |
| | ROAD NAME, BOUNDARIES OF WORK, & LENGTH | 8 | | Marine Corps Drive (From Routes 8 & 1 | Intersection to U.S. Naval Base gate) Length = 7.90 Miles | |
| | ROUTE NO. | | | 72 | Route 1 | 2 |

| ROUTE NO. | ROAD NAME, BOUNDARIES OF WORK, & LENGTH | WORK DESCRIPTION | FREQUENCY | UNIT COST PER FREQUENCY | TOTAL | REMARKS |
|--------------|--|---|--------------|-------------------------------|-------|--|
| | | 1. Collection & disposal of trash, debris at road shoulders prior to grass cutting | 2X Per Month | 6 | ₩ | East side only from Rt 2A to the entrance of Rt 2. |
| | | 2. Grass cutting & edging and removal & disposal of grass clippings | 2X Per Month | ₩ | \$ | East side only from Rt 2A to the entrance of Rt 2. |
| 2 A | (From Houte 1 to Houtes 2A & 2 junction) Length = 1.60 Miles | 3. Edging (involves cutting & removing) a narrow strip of grass turf within 1" to 2" along the edges of curbs, sidewalks, driveways, and similar paved areas on roadway medians and planting strips | 2X Per Year | \$ | \$ | East side only from Rt 2A to the entrance of Rt 2 |
| n 31 - 2 | | 4. Trimming of roadside overhanging vegetation and trees within 10 feet from the edge of the road and up to 20 feet high | 2X Per Year | \$ | \$ | East side only from Rt 2A to the entrance of Rt 2. |
| | | 1. Collection & disposal of trash, debris at road shoulders prior to grass cutting | 2X Per Month | \$ | ₩ | |
| N | (From Routes 2A & 2 junction to Cetti Bay Overlook) | 2. Grass cutting & edging and removal & disposal of grass clippings | | | | |
| | Length =6.30 Miles | | 2X Per Month | \$ | € | 14 |
| | | | | | | |

| ROUTE NO. | ROAD NAME, BOUNDARIES OF WORK, & LENGTH | WORK DESCRIPTION | FREQUENCY | UNIT COST PER FREQUENCY | TOTAL | REMARKS | |
|--------------|---|---|-------------------|---------------------------------|---------------|---------|-----|
| 8 | (From Routes 2A & 2 junction to Cetti Bay Overlook) | 3. Edging (involves cutting & removing) a narrow strip of grass turf within 1" to 2" along the edges of curbs, sidewalks, driveways, and similar paved areas on roadway medians and planting strips | 2X Per Year | €9 | & | | (4) |
| | Length =6.30 Miles | 4. Trimming of hedges and shrubs and roadside overhanging vegetation and trees within 10 feet from the edge of the road and up to 20 feet high | 2X Per Year | \$ | \$ | | a a |
| | | Collection & disposal of trash, debris including cigarette butts at road medians & shoulders prior to grass cutting. | 2X Per Month | €9 | 69 | | E |
| | (From Route 1 to Chalan | 2. Grass cutting & edging and removal & disposal of grass clippings | 2X Per Month | \$ | \$ | 2 | |
| 4 | Laman) Length = 14.10 | 3. Scraping/removal of soil, dirt, grass at curbs & gutters on medians & shoulders (From Route 1 to Yona) | 6X Per Year | \$ | \$ | | |
| | | 4. Edging (involves cutting & removing) a narrow strip of grass turf within 1" to 2" along the edges of curbs, sidewalks, driveways, and similar paved areas on roadway medians and planting strips | 2X Per Year | \$ | \$ | 4 | |
| 2 | | 5. Trimming of roadside overhanging vegetation and trees within 10 feet from the edge of the road and up to 20 feet high | 2X Per Year | \$ | \$ | | |
| | | | TOTAL SOUTHERI | TOTAL COST SOUTHERN DISTRICT | 49 | 1 | |
| | | | | | | | |

NOTES: 1. The Total Bid Price represents performing all bid items for a period of one (1) year.

The same total bid price may be used for up to 2 one year extensions or on a month-to-month basis, plus or minus any contract

2. It is the responsibility of the contractor to determine and perform all the scope of work based on the Bid Documents.

adjustments.

ISLAND ROAD MAINTENANCE PROJECT

