

MULTI-STEP INVITATION FOR BID TREE MITIGATION PROJECT GVB IFB 2017-001 MS



GUAM VISITORS BUREAU MULTI-STEP INVITATION FOR BID		
Tree Mitigation Project		
IFB Number:	IFB Title:	
GVB IFB 2017-001 MS	MU	LTI-STEP INVITATION FOR BID for
		TREE MITIGATION PROJECT
IFB Due Date and Time:		
December 14, 2016; 11:0	00 a.m.	Number of Pages: 37; inclusive of all required documents; also in the USB Drive folder and downloadable online at www.guamvisitorsbureau.com
IS	SUING AGENC	Y INFORMATION
GUAM VISITORS BUREAU		Issue Date: November 22, 2016
Mr. Jon Nathan Denight President and CEO		401 Pale San Vitores Road Tumon, Guam 96913 Phone: (671) 646-5278 Fax: (671) 646-8861 Website: <u>www.guamvisitorsbureau.com</u>
	INSTRUCTION	S TO BIDDERS
Delivery of Bid		Mark Face of Envelope/Package:
By U.S. Mail or Deliver Only to the attention of: Mr. Jon Nathan Denight		IFB Number: GVB IFB 2017-001 MS IFB Due Date: December 14, 2016; 11:00 a.m.
President and CEO		Special Instructions:
Guam Visitors Bureau 401 Pale San Vitores Road Tumon, Guam 96913		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:



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BIDDER'S IFB CHECKLIST

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

1.	 Read the <u>entire</u> 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 MULTI-STEP 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 MULTI-STEP INVITATION FOR BID and within the document, and be sure to submit all required items on time. Late bid responses are <i>never</i> accepted.

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



SECTION I

MULTI-STEP INVITATION FOR BID

TREE MITIGATION PROJECT GVB IFB 2017-001 MS

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

November 22, 2016 (Tue)	Bid Documents (USB format) available at GVB office or via the GVB website
November 29, 2016 (Tue); 10 am	Pre-Bid Conference; GVB Main Conference Room.
December 6, 2016; 5 pm	Deadline to submit written questions
December 14, 2016; 11 am	Deadline to submit bids; PHASE I: opening of unpriced Technical Proposals.
December 15, 2016; 11 am	PHASE II: opening of BID PRICE envelopes

The MULTI-STEP INVITATION FOR BID (USB format) may be obtained at the GVB Office, 401 Pale San Vitores Road, Tumon, Guam, beginning November 22, 2016, 8:00 AM – 5:00 PM, Monday – Friday. A non-refundable \$25.00 fee is required for each USB drive/packet if picked up at the GVB office. Methods of payment are:

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

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

Bids will be accepted until 11:00 a.m. Chamorro Standard Time, December 14, 2016 at the GVB office located at 401 Pale San Vitores Road, Tumon, Guam 96913. Immediately thereafter, all bid submissions will be opened and read aloud to identify participants for PHASE I. PHASE II eligible bids shall be opened and read aloud at 11:00 a.m. on December 15, 2016 in the GVB Main Conference Room. All questions relating to this solicitation should be made in writing to the President and 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 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 and CEO



SECTION II

NOTICE/INSTRUCTIONS TO BIDDERS

1. <u>DESCRIPTION OF WORK</u>

Project consists of furnishing all necessary labor, materials, equipment, tools and services for the <u>TREE MITIGATION PROJECT</u> as generally described in the Technical Specifications - General Scope of Work (see Appendix A).

2. PRE-BID CONFERENCE

There is a pre-bid conference scheduled for November 29, 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 and CEO. Replies will be issued to all bidders of record to the solicitation. Questions must be received at GVB no later than 5:00 p.m. on December 6, 2016.

4. SEALED BIDS

This is a MULTI-STEP sealed bid procurement. All bids for this project shall be enclosed in a sealed envelope marked "BID PROPOSAL FOR THE TREE MITIGATION PROJECT" and shall be submitted at the place and time indicated in the bid package.

PHASE ONE consists of a technical first phase according to the criteria generally described in the Technical Specifications - General Scope of Work (see Appendix A), wherein the BID PROPOSAL, containing the **unpriced technical offer** will be evaluated. Immediately after the submission deadline (December 14, 2016 at 11:00 a.m.), all bids will be publicly opened and read aloud to identify participants for PHASE ONE.

PHASE TWO consists of a second sealed envelope marked "BID PRICE" containing the BID FORM, BID BOND and BID SCHEDULE, which shall also be included in the proposal package. This envelope shall not be opened until after PHASE ONE evaluations have concluded. PHASE TWO eligible bids shall be opened and read aloud at 11:00 a.m. on December 15, 2016 in the GVB Main Conference Room.

Only those bidders whose unpriced technical offers are found acceptable will move on to PHASE TWO (see Item #25 for EVALUATION CRITERIA).

5. <u>BID PACKAGE SUBMITTAL ITEMS</u>

The proposal and bid must be sealed in separate envelopes and marked on the face with the name and address of the bidder and the Invitation for Bid number. Each bidder shall submit three (3) complete sets of the UNPRICED TECHNICAL OFFER: one (1) marked "ORIGINAL" and two (2) marked "COPY." An official authorized to legally bind the



bidder to all IFB provisions contained herein must sign the proposal and bid. Terms and conditions differing from those set forth in this IFB may be cause for disqualification of the bid. Bidders are required to submit the following attachments as directed:

The UNPRICED TECHNICAL OFFER shall be under a COVER LETTER, which provides information about the company profile and experience, including resumes or a summary of qualifications and work experience. The bidder is also required to submit the following items:

- a. Business/Contractor's License
- b. Affidavits:
 - 1. Disclosure of Ownership and Commissions
 - 2. Non-Collusion
 - 3. No Gratuities or Kickbacks
 - 4. Ethical Standards
 - 5. Contingent Fees
 - 6. Restriction Against Contractors Employing Convicted Sex Offenders From Working at GovGuam Venues.
 - 7. Compliance With U.S. DOL Wage Determination
- c. Minimum three (3) references receiving services similar to this project; at a minimum, provide the following information:
 - 1. Company Name
 - 2. Location where the services were provided
 - Contact person(s)
 - 4. Customer's telephone number
 - 5. A complete description of the service type
 - 6. Dates the services were provided
- d. Arborist Credentials
 - 1. Name of Arborist
 - 2. Certification number
 - 3. Years of experience
 - 4. Resume of past performance and experience

In a separate SEALED enveloped marked "BID PRICE"

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

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. 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.

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. <u>BID GUARANTEE</u>

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

Such bid bond or check shall serve to guarantee:

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



(b) that if his bid is accepted, he will enter into a formal contract with GVB, in accordance with the contract for work included as part of the Contract Documents. In the event of withdrawal of said bid within said period, or failure to enter into said contract, bidder shall be liable to GVB for the full amount of the bid guarantee as representing damage to the GVB on account of the default of the bidder in any particular case hereof.

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

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

9. ALL OR NONE BIDS

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

10. 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.

11. <u>LIQUIDATED DAMAGES</u>

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. <u>STATUTORY REQUIREMENTS</u>

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 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. <u>DISCLOSURE OF MAJOR SHAREHOLDERS AFFIDAVIT</u>

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 MULTI-STEP 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 MULTI-STEP INVITATION FOR BIDS

Please take note that this MULTI-STEP 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 MULTI-STEP 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. EVALUATION CRITERIA

The Evaluation Committee will review and evaluate the Unpriced Technical Bid Proposals submitted in PHASE ONE according to the following criteria based on a maximum possible value of 100 points. Rating and review would be based on the following factors and their relative importance as follows:

1.	Qualifications, Relevant Experience and Past Performance	(80 Points)
II.	Current Workload/Capacity/Capability	(10 Points)
III.	References	(5 Points)
IV.	Quality and Responsiveness	(5 Points)
TO	TAL MAXIMUM POINTS	(100 Points)

BID PROPOSAL REQUIREMENTS

All bid proposals submitted in response to this multi-step IFB shall contain the following information, which is detailed and rated to determine capability and capacity to perform. Bidders must provide sufficient detail to support:

- (A) Identification of team members and other key staff to be involved in this project.
- (B) Details of their degrees or levels of expertise, job performance, and ability to perform the work.



STATEMENT OF QUALIFICATIONS SHALL INCLUDE:

I. Qualifications, Relevant Experience and Past Performance- 80 points

- a. Executive Summary describing qualifications as required of this Multi-Step Bid. (0 - 10 points)
- b. Statement regarding your firm's commitment and availability to perform the details in this Multi Step Bid in the required timeframe. (0 1 point)
- c. Description of the:
 - i. Work plan (0-8 points)
 - ii. Clear explanation of methods to be used to accomplish the work. (0 8 points)
 - iii. Timeframes necessary to accomplish the work. (0 8 points)
- d. Principals and Key Staff Credentials:
 - i. Project manager responsible for the day-to-day operations of project tasks and primary point of contact. (0 2 points)
 - ii. Principals and key staff directly involved in performing the services pursuant to this Multi-Step Bid (0-2 points)
 - iii. Summary of qualifications, work experience, education, skills, etc. (0 5 points)
 - iv. Resume (0-5 points)
- e. Arborist Credentials:
 - i. Name of Arborist (0-1 point)
 - ii. Certification number (0-1 point)
 - iii. Years of experience (0-2 points)
 - iv. Resume of past performance and experience (0 10 points)
- f. Provide project management experience, listing major accomplishments in similar projects, along with a description of each project. (0 15 points)
- g. Years of experience in the business (0-2 points)

II. <u>Current Workload/Capacity/Capability - 10 points</u>

- a. Description of current workload and ability to assume additional work. (0 9 points)
- b. Statement to confirm capacity and capability to perform the service required in this Multi-Step Bid. (0 1 points)

III. References - 5 points

- a. Minimum of three (3) references that are using services of the type proposed in this Multi-Step Bid. At a minimum, provide the following information: (0 5 points)
 - i. Company name, location where services were provided
 - ii. Contact person(s)
 - iii. Customer's telephone number



iv. Complete description of the service type, and dates the services were provided.

These references may be contacted to verify Offeror's ability to perform the contract.

IV. Quality and Responsiveness - 5 points

- a. Statement attesting that there are no legal issues pending with the Government of Guam, Federal Government or private entities. (0 1 point)
- b. Affidavits and Statements, business licenses (i.e., business licenses, contractor's license) as required. (0 4 points)

The following scale will be used to determine acceptability of a bid proposal. A score below 80% will be deemed **NOT ACCEPTABLE**. Bid proposals deemed not acceptable will not proceed to PHASE II of this solicitation.

90% - 100% Acceptable 80%-89% Potentially Acceptable 79% - below Not Acceptable

26. CONTRACT TERM

The contract shall begin upon completion of the contract and issuance of the Notice to Proceed and end on September 30, 2017 or until the project is completed, whichever comes first. GVB reserves the option to renew the Agreement on a month-to-month basis, as needed, for completion of the project.

SECTION III

GENERAL PROVISIONS

1. DEFINITIONS

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



g. The term "Project Manager" shall mean the duly authorized representative of the Contracting Officer who is responsible for the administration of the Contract.

2. PERMITS AND RESPONSIBILITIES

The Contractor shall, without additional expense to the GVB, be responsible for obtaining any necessary licenses and permits and for complying with any applicable Federal and local codes and regulations, in connection with execution of the work. The Contractor shall be similarly responsible for all damage to persons or property that occurs as a result of his fault or negligence; shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others; and 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. <u>ADDITIONAL BOND SECURITY</u>

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. <u>DISPUTES</u>

(a) All controversies between the GVB and the contractor which arise under, or are by virtue of, this contract and which are not resolved by mutual agreement, shall be decided by the GVB in writing, within 60 days after written request by the contractor



for a final decision concerning the controversy; provided, however, that if the GVB does not issue a written decision, within 60 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the contractor may proceed as if an adverse decision had been received.

- (b) The GVB shall immediately furnish a copy of the decision to the contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt.
- (c) Any such decision shall be final and conclusive, unless fraudulent, or: (i) the contractor brings an action seeking judicial review of the decision in the Superior Court of Guam.
- (d) The contractor shall comply with any decision of the GVB and proceed diligently with performance of this contract pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, this contract, except where there has been a material breach of the contract by the territory; provided, however, that in any event the contractor shall proceed diligently with the performance of the contract where the GVB has made a written determination that continuation of work under the contract is essential to the public health and safety.

8. CONTRACT AND BONDS

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

9. WORKING HOURS

Normal working hours are from 8:00 A.M. to 5:00 P.M., Monday thru Friday. However, the contractor can request for GVB's approval to work on weekends or outside the normal working hours to catch up with their schedule or for good cause.

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. <u>ACCIDENT PREVENTION - PUBLIC SAFETY</u>

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 IV (Bid Proposal) and Section V (Bid Bond) of this MULTI-STEP 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:		
or Individual) organized and/	or licensed to do business under s to furnish all the necessary la	, (Corporation, Partnership r the laws of the Government of Guam abor, materials, equipment, tools and

TREE MITIGATION 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
U_U_U_U	

PROJECT: TREE MITIGATION PROJECT

TO: President and CEO
Guam Visitors Bureau

Tumon, Guam

Dear Sir:

The undersigned bidder, having examined all pertinent Contract Documents relating to MULTI-STEP INVITATION FOR BID Number IFB 2017-001 MS, 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 E	3id):
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:	
	_
	DV
	BY
	Address



SECTION VI BI	D BOND
KNOW all men by these presents, that we	
	ne of Contractor) Principal, and
(Na	ame of Surety)
	e Guam Visitors Bureau, hereinafter called the GVB, dollars, lawful money of the United do truly be made, we bind ourselves, our heirs, bintly and severally, firmly by these present.
The condition of this obligation is such, that accompanying bid dated	whereas the principal has submitted the 20 for the TREE MITIGATION
THE BID BOND will remain in effect until su	ch time as GVB awards the contract.
	s have executed this instrument under their several f, 20 the name being hereto affixed and these present duly signed by 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)
	(Dusiness Address)
(Address)	(SEAL)
	(Individual Principal)
	(Business Address)
(Address)	



Attest:	(Corporate Principal)
Allesi.	
	(Business Address)
	AFFIX CORPORATE SEAL
	Dv.
	Ву:
Attest:	
	(Corporate Surety)
	(Business Address)
	AFFIX CORPORATE SEAL
	Ву:
<u>CERTIFIC</u>	ATE AS TO CORPORATE PRINCIPAL
I,, cer	tify 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
·	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						
ISLAN	ID OF GL	JAM)	SS				
A.		ndersigned, being f eror and that [pleas			say that I am a	an authorized repres	entative of
	[]	The offeror is an offering business.		sole proprieto	r and owns the	e entire (100%) inte	rest in the
	[]	The offeror is a co	orporation, pa	rtnership, joint	venture, or ass	sociation known as	
		venturers who ha	ve held more ays immediat	than 10% of t	he shares or ir	companies, partne nterest in the offering n date of the propo	g business
	NAME	_	<u>ADDR</u>	<u>ESS</u>		% of Interest	
			TOTAI	L NUMBER OF	SHARES		
B.	or othe		procuring or	assisting in obt	aining busines	receive a commission of the bid o	
	NAME		<u>ADDR</u>	<u>ESS</u>		Compensation	
<u></u> С.	the tim		de or a contra	act is entered i	nto, then I pro	time this affidavit is mise personally to the government.	
Date:							
				Offei Partr	ner, if the offerd	wing: or is an individual; or is a Partnership; or is a Corporation.	
Subsc	ribed and	d sworn to before m	ne this	day of	, 20	016.	
				Notary Public	;		_
				My commissi	on expires on_		
			,				

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



AFFIDAVIT re NON-COLLUSION

CITY OF)	
) ss ISLAND OF GUAM)	
[state namedeposes and says that:	e of affiant signing below], being first duly sworn,
The name of the offering comp	pany or individual is [state name of company]
a sham. The offeror has not colluded, cowith any other offeror or person, to put offer. The offeror has not in any manner collusion, or communication or confere offeror or of any other offeror, or to fix an price, or of any other offeror, or to secure or any other offeror, or to secure any adperson interested in the proposed comproposal are true to the best of the knowledge pursuant to 2 GAR Division 4 § 312(b).	on identified above is genuine and not collusive or inspired, connived or agreed, directly or indirectly, in a sham proposal or to refrain from making an r, directly or indirectly, sought by an agreement or ince, with any person to fix the proposal price of y overhead, profit or cost element of said proposal erany advantage against the government of Guam divantage against the government of Guam or any stract. All statements in this affidavit and in the ledge of the undersigned. This statement is made affid of myself as a representative of the offeror, and entatives, agents, subcontractors, and employees.
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 on



AFFIDAVIT re NO GRATUITIES or KICKBACKS

ate name of affiant signing below], being first duly
rm or individual is [STATE NAME OF OFFEROR]
wledge, neither affiant, nor any of the offeror's officers ctors, or employees have violated, are violating the kbacks set forth in 2 GAR Division 4 § 11107(e).
wledge, neither affiant, not any of the offeror's officers tors, or employees have offered, given or agreed to loyee or former government employee, any payment loyment in connection with the offeror's proposal.
on behalf of myself as a representative of the offeror, entative, 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 bidder is a Corporation.
day of, 2016.
tary Public Commission Expires



AFFIDAVIT re ETHICAL STANDARDS

CITY OF	_)
ISLAND OF GUAM) ss)
sworn, deposes and says t	[state name of affiant signing below], being first dulhat:
identified bid or proposal. officers, representatives, a influenced any government forth in 5 GCA Chapter 5, A any officer, representative, influence any government of the state of the st	[state one of the offeror, an officer of the offeror] making the foregoing. To the best of affiant's knowledge, neither affiant nor an agents, subcontractors or employees or offeror have knowingle of Guam employee to breach any of the ethical standards search and the contractor of the officer of the ethical standards search and the contractor of the officer of the contractor of the officer of the ethical standards search and the contractor of the officer of of the offic
	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 thisday of, 2016.
	Notary Public
	My commission expires on



DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

Name	of Offeror Company:		
	l,	hereby certify under penalty c	of perjury:
(1)	That I am a partner of the offeror, an officer of foregoing identified procurement;	[please select one: the offeror] making the bid propo	
(2) read:	That I have read and understand the	provisions of 5 GCA § 5801 and § 5	802 which
In suc proprie of Gua is the c employ and pro	ch cases where the government of Guame etorship, a partnership or a corporation ('contram, and in such cases where the contractor endirect delivery of service contracted by the govee(s) in accordance with the Wage Determination of Labor ct deliverables to the Government of Guam.	actor') for the provision of a service to the mploys a person(s) whose purpose, in who vernment of Guam, then the contractor shation for Guam and the Northern Mariana Isl	government le or in part, all pay such ands issued
awarde to emp renewa Determ	Yage Determination most recently issued by the document of Guam bloyees pursuant to this Article. Should any all adjustments, there shall be made stipulating innation, as required by this Article, so that the total control of Labor on a date most recent to the research.	shall be used to determine wages, which so contract contain a renewal clause, then at ons contained in that contract for applying the Wage Determination promulgated	shall be paid the time of the Wage
In addir also co benefits Depart	2. Benefits. ition to the Wage Determination detailed in this contain provisions mandating health and simila ts having a minimum value as detailed in the Water than the Matter of Labor, and shall contain provisions in per employee.	ar benefits for employees covered by this rage Determination issued and promulgated	Article, such I by the U.S.
(3)	That the Offeror is in full compliance with 5 procurement referenced herein;	GCA § 5801 and § 5802, as may be appli	cable to the
(4)	That I have attached the most recent with U.S. Department of Labor.	age determination applicable to Guam	issued by
	Sig	nature	Date



AFFIDAVIT re CONTINGENT FEES

CITY OF)		
) ss ISLAND OF GUAM)		
sworn, deposes and says that:	e name	of affiant signing below], being first duly
The name of the offering com	npany or	or individual is [state name of company]
the offering company has not retai	ined any gement	id or proposal, to the best of my knowledge, ny person or agency on a percentage, to secure this contract. This statement is
the offering company has not retained government of Guam upon an agreeme brokerage, or contingent fee, except f	d a person ent or und for retent ties for t	id or proposal, to the best of my knowledge, son to solicit or secure a contract with the oderstanding for a commission, percentage, nation of bona fide employees or bona fide the purpose of securing business. This is 4 11108(h).
		of myself as a representative of the offeror, resentatives, agents, subcontractors, and
	Signat	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.
		Public mmission expires on



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

CITY OF)		
ISLAND OF G) ss UAM)		
		,	being first duly sworn, is
	(Name of Person)		
(PLEASE STATE "I	NDIVIDUAL" IF SOLE PROPRIETOR; "PAR	RTNER" IF A PARTNER	RSHIP; OR "OFFICER" IF A CORPORATION)
of			·
	(NAME OF OFF	FEROR AND MAILIN	g Address)
TEL:(TELE	PHONE NUMBER)		
submitted. Sa CHP 5 §525	aid offeror has affirms that he	/she has read a T CONTRACT	on whose behalf this affidavit is being and understands the provisions of <u>5 GCA</u> , ORS EMPLOYING CONVICTED SEX GUAM VENUES.
	understands that:		
(1)	offense as defined in Article 2 of Chap at a minimum, all of the elements o employed by a business contracted	pter 28, Title 9 GCA in f said offenses, or w to perform services	s of Chapter 25 of Title 9 Guam Code Annotated, or an Guam, or an offense in any jurisdiction which includes, ho is listed on the Sex Offender Registry, and who is for an agency or instrumentality of the government of overnment of Guam other than a public highway.
Further, the	offeror represents:		
(1)	provisions of Chapter 25 of Title 9 GO	CA or an offense as d or an offense in anot	her jurisdiction with, at a minimum, the same elements
(2)	of Chapter 25 of Title 9 GCA or an another jurisdiction with, at a minimum	offense as defined in m, the same elements mediately removed fro	actor is convicted of a sex offense under the provisions a Article 2 of Chapter 28, Title 9 GCA or an offense in a sas such offenses, or who is listed on the Sex Offender om working at said agency and that the administrator of ours of such conviction.
		Signature	
Subscribed an	nd sworn to before me this	day of	, 2016.
		Notary Public	



CECT		4	 71	П
SECT	IIC	JΝ	71	ш

AUTHORIZED CONTACT

AUTHORIZED CONTACT FOR CONTRACT

IFB NUMBER: GVB IFB 2017-001 MS

NAME	
TITLE	
COMPANY	
MAILING ADDRESS	
TELEPHONE NUMBER	
FACSIMILE NUMBER	
EMAIL	



APPENDIX A TECHNICAL SPECIFICATIONS - GENERAL SCOPE OF WORK

TREE MITIGATION PROJECT

OVERVIEW

The mission of the Guam Visitors Bureau (GVB) is to grow and diversify visitor arrivals by creating a positive destination experience. While the Bureau continually promotes Guam as a favorable visitor destination, tree mitigation is needed for the purpose of enhancing the natural beauty and improve trees along San Vitores Road, which will enhance the natural backdrop of the Guam visitor experience. Due to the lack of a "true standards-based" tree management plan, the trees in the Tumon landscape have degraded in structure, health and vigor to a state where many now pose a threat to public safety and infrastructure. Large trees are now coming into full form and are beginning to damage the surrounding infrastructure and will need to be removed to prevent further damage.

OPERATIONS AND ADMINISTRATIVE SCOPE OF SERVICE/WORK

The GVB intends to procure services from qualified and licensed contractors to mitigate trees along San Vitores Road. 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 tree work.
- b. Contractor shall ensure protective measures are used to prevent tree limbs from damaging or injuring pedestrians, automobiles, structures, and other valuable items. 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.
- c. Contractor shall procure all necessary permits prior to conducting tree pruning and/or removal (i.e., Tree Cutting Permit, Highway Encroachment Permit).
- d. Contractor shall be responsible for the safety of their workers and the public.
- e. Should the contractor, during the course of the work, encounter any invasive species (i.e., Coconut Rhinoceros Beetle, Little Fire Ant, Greater Banned Hornet), the Contractor must inform the Contract Inspector and take steps to mitigate or prevent the spread of these species of concern.
- f. Contractor must provide name of Certified Arborist in Bid Offer.
- g. Certified Arborist is required to oversee the pruning of retained trees to ensure that proper pruning practices are implemented. The arborist should be knowledgeable with the different pruning techniques as well as familiar with plant responses due to pruning.



h. Contractor and Arborist shall be in daily contact with GVB Project Manager and Contract Manager to discuss daily schedule, issues and to ensure a safe and efficient operation.

2. TREE PRUNING

- a. Remove all green waste from the site, or chip trimmings to be used as mulch where possible.
- b. No climbing spikes shall not be used on any tree with the exception of the removal of dead trees.
- c. All trees 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.
- d. Contract Inspector will re-evaluate trees 6 months after initial trimming to determine if supplementary pruning is required to address any possible additional safety concerns.
- e. If Contractor is unable to complete initial tree pruning due to the 25 percent removal limit (based on the ANSI A300 Part 1), Contractor would be required to complete the service 6 months after initial pruning.

TREE REMOVAL

- a. Stumps shall be cut flush to the ground.
- b. Remove all green waste from site and/or chip trimmings to be used as mulch where possible.

4. <u>FIELD CONDITIONS</u>

a. Bidders should conduct site inspections to see actual field conditions of work to be performed. See Bid Schedule.



APPENDIX B

BID SCHEDULE

		TREE MITIGATION BID	SCHEDULE			
NO.		DESCRIPTION/BID ITEMS	FREQUENCY	UNIT	UNIT COST	TOTAL COST
1.0		PRUNING				
		Delonix regina - Flame Tree				
	1.1	Fronting Guma Trankilodat ponding basin/JFK traffic light	1x			
	1.2	Fronting Fiesta Resort Hotel	1x			
		Hibiscus tiliaceus - Pago Tree				
	1.3	Growing on private property before Tasi 17	1x			
2.0		REMOVAL				
		Calophyllum inophyllum - Palomaria				
	2.1	Fronting old Western Gun Club (one of four)	1x			
	2.2	Fronting old Western Gun Club (two of four)	1x			
	2.3	Fronting old Western Gun Club (three of four)	1x			
	2.4	Fronting old Western Gun Club (four of four)	1x			
		Casuarina equisetifolia - Ironwood				
	2.5	Near Bishop Flores Rotunda (one of two)	1x			
	2.6	Near Bishop Flores Rotunda (two of two)	1x			
		Cocos Nucifera - Coconut Tree				
	2.7	Bottom of Ypao Road/Hilton Intersection	1x			
	2.8	Fronting Ypao Ponding Basin	1x			
	2.9	GVB Grounds (one of two)	1x			
	2.10	GVB Grounds (two of two)	1x			
	2.11	Near Proa Restaurant	1x			
	2.12	Near PIC Hotel	1x			
	2.13	Fronting Fountain Plaza	1x			
		Delonix regina - Flame Tree				
	2.14	Bottom of JFK hill/San Vitores Intersection Verona side (one of two)	1x			
	2.15	Bottom of JFK hill/San Vitores Intersection Verona side (two of two)	1x			
	2.16	Bottom corner of JFK hill/San Vitores Rd Royal Orchid side	1x			



NO.	DESCRIPTION/BID ITEMS	FREQUENCY	UNIT	*UNIT COST	*TOTAL COST
	REMOVAL cont.				
	Delonix regina - Flame Tree				
2.17	Fronting Fuji Ichiban	1x			
2.18	Going up to Bishop Flores Rotunda	1x			
2.19	Fronting Eggs and Things	1x			
	Hibiscus tiliaceus - Pago Tree				
2.20	Growing on ledge near Tasi 17 Condo	1x			
2.21	Fronting old Western Gun Club	1x			
2.22	Along the Guma Trankilodat Ponding Basin Wall	1x			
	Leucanea leucocephala - Tangantangan				
2.23	All along the Guma Trankilodat Ponding Basin Wall	1x			
	Tabebuia pallida – Pink Tacoma				
2.24	Growing in median near Tasi 17 Condominium	1x			
	Veitchia merrillii - Manila Palm				
2.25	Bishop Flores Rotunda shoulder	1x			
		TOTAL BII	O SCHED	ULE	\$

Notes:

- 1. Total Bid price represents a project performance of all bid items for this project based on ANSI A300 Part 1. Please refer to Scope of Work.
- 2. Include Overhead, Profit & GRT to the Unit Cost, Total Cost and Total Bid Price.