



**MULTI-STEP  
INVITATION FOR BID**

**TUMON BAY LIGHTING IMPROVEMENT  
PHASE II INSTALLATION PROJECT**

**GVB IFB 2017-004 MS**



GUAM VISITORS BUREAU INVITATION FOR BID TUMON BAY LIGHTING IMPROVEMENT PHASE II INSTALLATION PROJECT	
IFB Number: <u>GVB IFB 2017-004 MS</u>	IFB Title: TUMON BAY LIGHTING IMPROVEMENT PHASE II INSTALLATION PROJECT
IFB Due Date and Time:  <b>January 9, 2017; 11:00 a.m.</b>	Number of Pages: 32; inclusive of all required documents; also in the USB Drive folder and downloadable online at <a href="http://www.guamvisitorsbureau.com">www.guamvisitorsbureau.com</a> . Appendices are attached, but numbered separately.
ISSUING AGENCY INFORMATION	
GUAM VISITORS BUREAU	Issue Date: <b>December 15, 2016</b>
Mr. Jon Nathan Denight President and CEO	401 Pale San Vitores Road Tumon, Guam 96913 Phone: (671) 646-5278 Fax: (671) 646-8861 Website: <a href="http://www.guamvisitorsbureau.com">www.guamvisitorsbureau.com</a>
INSTRUCTIONS TO BIDDERS	
Delivery of Bid  <i>By U.S. Mail or Deliver Only to the attention of:</i>  Mr. Jon Nathan Denight President and CEO Guam Visitors Bureau 401 Pale San Vitores Road Tumon, Guam 96913	Mark Face of Envelope/Package:  TUMON BAY LIGHTING IMPROVEMENT PHASE II INSTALLATION PROJECT IFB Number: GVB IFB 2017-004 MS IFB Due Date: <b>January 9, 2017; 11:00 a.m.</b>  Special Instructions: Please process proposal submission in accordance with Sections 4 and 5 of the Notice/Instructions to Bidders.
BIDDERS MUST COMPLETE INFORMATION BELOW AND RETURN <u>THIS COVERSHEET</u> WITH IFB RESPONSE	
Bidder Name/Mailing Address:	Authorized Bidder Signatory:  (PLEASE PRINT NAME AND SIGN IN INK)
Bidder Title:	Bidder Email Address:
Bidder Telephone Number:	Bidder FAX Number:



TABLE OF CONTENTS

	<u>PAGE</u>
BIDDER'S IFB CHECKLIST.....	4
SECTION I: INVITATION FOR BID .....	5
SECTION II: NOTICE/INSTRUCTIONS TO BIDDERS .....	6
SECTION III: GENERAL PROVISIONS.....	15
SECTION IV: PROPOSAL.....	20
SECTION V: BID FORM.....	21
SECTION VI: BID BOND .....	22
SECTION VII: AFFIDAVITS/FORMS.....	24
SECTION VIII: AUTHORIZED CONTACT .....	32
<u>THE FOLLOWING APPENDICES ARE ATTACHED AND NUMBERED SEPARATELY</u>	
APPENDIX A: SCOPE OF WORK - 58 PAGES	
APPENDIX B: TECHNICAL SPECIFICATIONS - 119 PAGES	
APPENDIX C: DRAWINGS - 21 PAGES	



## BIDDER'S IFB CHECKLIST

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

1. \_\_\_\_\_ **Read the *entire* document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; contract requirements.
2. \_\_\_\_\_ **Note the procurement officer's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the IFB and is an excellent source of information for any questions you may have.
3. \_\_\_\_\_ **Attend the pre-bid conference.** 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](http://www.guamvisitorsbureau.com) to see whether any addenda were issued for the IFB. If so, **you must submit a signed copy of the addendum** for each addendum issued along with your IFB response.
9. \_\_\_\_\_ **Review and read the IFB document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.
10. \_\_\_\_\_ **Submit your response on time.** Note all the dates and times listed in the MULTI-STEP INVITATION FOR BID and within the document, and be sure to submit all required items on time. Late bid responses are **never** accepted.

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



**SECTION I INVITATION FOR BID**

**TUMON BAY LIGHTING IMPROVEMENT PHASE II INSTALLATION PROJECT  
 GVB IFB 2017-004 MS**

The Guam Visitors Bureau (“GVB”), a public, non-stock, non-profit, membership corporation, will receive sealed bids from qualified businesses for the TUMON BAY LIGHTING IMPROVEMENT PHASE II INSTALLATION PROJECT according to the following schedule:

<b>December 15, 2016 (Thu)</b>	Bid Documents (USB format) available at GVB office or via the GVB website
<b>December 22, 2016 (Thu); 10:00 a.m.</b>	Pre-Bid Conference; GVB Main Conference Room.
<b>December 27, 2016; 5:00 p.m.</b>	Deadline to submit written questions
<b>January 9, 2016; 11:00 a.m.</b>	Deadline to submit bids; PHASE I (opening of unpriced Technical Proposals).
<b>January 10, 2017; 11:00 a.m.</b>	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 **December 15, 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](http://www.guamvisitorsbureau.com).

**Bids will be accepted until 11:00 a.m. Chamorro Standard Time, January 9, 2017 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. Evaluation of Unpriced Technical Proposals shall be conducted by a panel selected by the GVB President and CEO. PHASE II eligible bids shall be opened and read aloud at 11:00 a.m. on **January 10, 2017** 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](mailto:procurement@visitguam.org) according to the schedule provided.

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

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

GVB reserves the right to reject any or all bids, solicit new bids, waive minor informalities or irregularities or award the Project 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. **DESCRIPTION OF WORK**

Project consists of furnishing all necessary labor, materials, equipment, tools and services for the installation of GVB supplied materials of the TUMON BAY LIGHTING IMPROVEMENT PHASE II INSTALLATION PROJECT as generally described in the Technical Specifications (see Appendix B).

2. **PRE-BID CONFERENCE**

There is a pre-bid conference scheduled for December 22, 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](mailto: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 27, 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 PACKAGE for GVB IFB 2017-004MS Tumon Bay Lighting Improvement Phase II Installation 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 (see Appendix B), wherein the BID PROPOSAL, containing the **unpriced technical offer** will be evaluated by a panel selected by GVB the President and CEO according to the Evaluation Criteria indicated in Item #25 of this section. Only those bidders who meet or exceed the minimum score of 80 will proceed to PHASE TWO: Bid Price opening.

PHASE TWO will occur after the evaluations are concluded and the eligible bidders are notified to attend the opening of the BID PRICE envelopes by the President and CEO. This is the second sealed envelope in the submitted BID PACKAGE marked "BID PRICE" and contains the BID BOND and BID SCHEDULE. This envelope will be opened after PHASE ONE evaluations have concluded and the eligible bidders are notified to attend the PHASE TWO bid price opening according to the schedule in Section I (page 5) of this solicitation.



5. **BID PACKAGE SUBMITTAL ITEMS**

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

Under a COVER LETTER, which should provide adequate information about the company profile and experience to satisfy the evaluation criteria in Item #25 of this Section, including resumes or a summary of qualifications and work experience, the bidder is required to submit the BID PROPOSAL package containing the following items:

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

The following items should be in the "BID PRICE" envelope:

- 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. **SEALED BIDS**

All bids for this project shall be enclosed in a sealed envelope and shall be submitted at the place and time indicated in the Invitation to Bid.

7. **RIGHT TO ACCEPT AND REJECT BIDS**

GVB reserves the right in accordance with law and regulation and in its sole and absolute discretion, to reject any and all bids, or to accept that bid, if any, which in its sole and absolute judgment will, under all circumstances, best serve GVB's interests.

In the event that the successful bidder fails to execute contract upon his part, the GVB, after declaring the security deposit of such bidder forfeited, reserves the option to accept the bid of the second ranked bidder within ten (10) days from such default, in which case such acceptance shall have same effect as to such bidder as though he were the originally successful bidder.

8. **BID GUARANTEE**

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

Such bid bond or check shall serve to guarantee:

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

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

Bid guarantee shall be returned to all except the three lowest bidders within three (3) days after formal opening of bids. Remaining Bid Bonds and check will be returned





to the three lowest bidders within forty-eight (48) hours after GVB and the accepted Bidder have executed an intent to award the contract by the GVB.

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

9. **ALL OR NONE BIDS**

Only all or none bids will be accepted. Contractors that do not enter a bid amount for every bid item will be deemed non-responsive and their bids will not be accepted. Only one Contractor will be awarded the contract. Pursuant to 2GAR §3102(d), multiple or alternate bids will be rejected.

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. **LIQUIDATED DAMAGES**

It is understood and agreed that liquidated damages shall be assessed against the Contractor for non-performance in accordance with the Liquidated Damages clause in the contract.

12. **BID SECURITY**

The successful bidder shall be required to furnish a bid bond amounting to fifteen percent (15%) of the total bid submitted.

13. **STATUTORY REQUIREMENTS**

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

14. **NOTICE OF LOCAL PREFERENCE**

In accordance with 5 Guam Code Ann. §5008, please take notice that the Guam Visitors Bureau will apply a local preference to this procurement. Accordingly, bidder requesting such a preference should do so in writing, and as part of their offer.

15. **NOTICE REGARDING SERVICE DISABLED VETERANS**

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



16. **REPRESENTATION REGARDING GRATUITIES AND KICKBACKS**

(a) Gratuities. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract; or to any solicitation or proposal therefor.

(b) Kickbacks. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. **PROHIBITION AGAINST CONTINGENT FEES**

(a) Contingent Fees. It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a territorial contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

(b) Representation of Contractor. Every person, before being awarded a territorial contract, shall represent, in writing, that such person has not retained anyone in violation of Subsection (a) of this Section. Failure to do so constitutes a breach of ethical standards.

18. **REPRESENTATION REGARDING ETHICAL STANDARDS FOR GOVERNMENT EMPLOYEES AND FORMER GOVERNMENT EMPLOYEES**

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

19. **DISCLOSURE OF MAJOR SHAREHOLDERS AFFIDAVIT**

As a condition of bidding, any partnership, sole proprietorship or corporation doing business with the Government of Guam shall submit an affidavit executed under oath that lists the name and address of any person who has held more than fifteen percent (15%) of the outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve (12) month period immediately preceding submission of a bid.

The affidavit shall contain the number of shares or the percentage of all assets of such partnership sole proprietorship or corporation which have been held by each such person during the twelve (12) month period.



In addition, affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid or the bidder and shall also contain the amounts of any such commission, gratuity or other compensation. Affidavit shall be open and available to the public for inspection and copying.”

All bidders are required to submit a current affidavit in the form attached disclosing required information. Failure to do so will mean disqualification and rejection of the bid.

20. **NON-COLLUSION AFFIDAVIT/CONFLICT OF INTEREST DISCLOSURES**

By submitting an offer, the bidder certifies that the price submitted was independently arrived at without collusion. Bidders must submit a non-collusion affidavit and conflict of interest disclosures in the form provided with this Invitation for Bids. Failure to submit said affidavit and disclosures shall result in the bidder’s proposal to be deemed non-responsive to this procurement.

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

The bidder must submit with their proposal an affidavit (see attached) acknowledging their responsibilities under Guam statute 5 Guam Code Ann. § 5253. Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues. Per this statute, the bidder must affirm that:

1. that no person providing services on behalf of the contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and
2. that if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.

22. **CANCELLATION OF THIS INVITATION FOR BIDS**

Please take note that this Invitation for Bids may be cancelled as provided in Guam procurement law and Guam procurement rules and regulations. Prospective bidders are directed to review relevant law, statute and regulation and particularly 2 GAR, Div. 4 & Reg. §3115 and §3121(e)(1)(G).

23. **WAGE AND BENEFIT DETERMINATION**

(a) In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation for the

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

(b) The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply. In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

**24. ACKNOWLEDGEMENT OF RECEIPT OF AMENDMENTS**

Potential bidders are advised that this Invitation for Bids may, from time to time be altered or supplemented by amendments. Each and all such amendments must be acknowledged by the potential bidder. Failure to do so may result in an offer being deemed non-responsive.

**25. EVALUATION CRITERIA**

The major evaluation factors for this solicitation include technical (which encompasses qualifications, experience, technical approach, organizational structure and human resources, quality control and past performance factors) and cost/price factors. Although technical factors are of paramount consideration in the award of the contract, cost/price is also important to the overall contract award decision. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price. In any case, the Government reserves the right to make award(s) to that bidder whose proposal provides the best overall value to the Government.

Bidders are advised that award will be made to that bidder whose proposal provides the combination of features that offers the best or greatest overall value to the Government. The Government is more concerned with obtaining performance capability superiority rather than lowest overall cost. Overall cost to the Government may become the ultimate factor for award of a contract as proposals become more equal based on other factors.

The evaluation will be based on the demonstrated capabilities of the prospective Contractors in relation to the needs of the project as set forth in the Multi-Step Bid. The merits of each proposal will be evaluated carefully. Each proposal must document the feasibility of successful implementation of requirements of the Multi-Step Bid.

Bidders must submit information sufficient to evaluate their proposals based on the detailed criteria below:

- I. Qualifications.....(20 Points)
- II. Experience and Past Performance.....(20 Points)
- III. Technical Approach.....(20 Points)
- IV. Organizational Structure and Subcontractors.....(5 Points)
- V. Human Resource and Staff Capacity.....(10 Points)
- VI. Quality Control.....(15 Points)
- VII. Equipment (Electrical Tester/Boom Truck/etc.).....(10 Points)
  
- TOTAL 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.

**EVALUATION CRITERIA**

- I. **Qualifications - 20 points**
  - a. Proposer must currently hold C-13 Electrical Contractor license. Include a copy of the license.
  - b. Proposer must currently hold a master electrician / electrical engineering degree. Include a copy of the certification.
  
- II. **Experience and Past Performance - 20 points**
  - a. Provide information within the last 10 years, with 4 years' practical experience in the scope of work for this bid.
  - b. Describe 3 projects/references of similar size and scope of work, which were completed based on schedule and budget. Provide project start and end dates, customer and cost.
  
- III. **Technical Approach - 20 points**
  - a. Proposer must describe how their technical approach is going to conform with the scope of work and specifications.
  - b. Proposer must describe how final testing is being performed.
  
- IV. **Organizational Structure & Subcontractors - 5 points**
  - a. Proposer shall outline organizational structure.
  - b. Proposer shall provide names for their subcontractors. (Subcontractors must be approved by GVB).
  - c. The above qualification and experience applies for each subcontractor. Include Subcontractor (s) qualification and experience here.

- V. **Human Resource and Staff Capacity – 10 points**
- a. Proposer must provide information about the Human Resource capacities.
    - i. Training of employees
    - ii. Workforce planning & Recruiting
    - iii. Legal Issues, for example H-2B worker
    - iv. Compliance with David Bacon Act
  - b. Proposer must provide a staffing pattern that proposer is able to perform all work on schedule.
- VI. **Quality Control – 15 points**
- a. Proposer must show capacities and qualification to work within the contract specifications.
  - b. Proposer must show ability to fulfill quality requirements.
- VII. **Equipment – 10 points**
- a. Proposer must list all equipment other than general tools required for this contract. For example: Electrical Tester includes test certificates to ensure equipment is up-to-date, and/or bucket truck.

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**

Contract term shall begin upon the availability of material to be installed and shall be for a period of (6) months with the option to extend from month-to-month to project completion for a period of up to one (1) year, subject to availability of funds.



**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. He shall be similarly responsible for all damage to persons or property that occurs as a result of his fault or negligence. He shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. He shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire project.

**3. CONDITIONS AFFECTING THE WORK**

Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions, which can affect the work or cost thereof. Any failure by the Contractor to do so will not relieve him from responsibility for successfully performing the work without additional expense to GVB.

GVB assumes no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to execution of this Contract, unless such understanding or representations by GVB are expressly stated in the Contract.

4. **ADDITIONAL BOND SECURITY**

If any surety upon any bond furnished in connection with this Contract becomes unacceptable to the GVB, or if any such surety fails to furnish reports as to his financial condition from time to time as requested by the GVB, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the GVB and of persons supplying labor or materials in the prosecution of the work contemplated by this Contract.

5. **COVENANT AGAINST CONTINGENT FEES**

The contractor represents that it has not retained a person to solicit or secure a territorial contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

6. **OFFICIALS NOT TO BENEFIT**

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

7. **DISPUTES**

(a) All controversies between the GVB and the contractor which arise under, or are by virtue of, this contract and which are not resolved by mutual agreement, shall be decided by the GVB in writing, within 60 days after written request by the contractor for a final decision concerning the controversy; provided, however, that if the GVB does not issue a written decision, within 60 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the contractor may proceed as if an adverse decision had been received.

(b) The GVB shall immediately furnish a copy of the decision to the contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt.

(c) Any such decision shall be final and conclusive, unless fraudulent, or: (i) the contractor brings an action seeking judicial review of the decision in the Superior Court of Guam.

(d) The contractor shall comply with any decision of the GVB and proceed diligently with performance of this contract pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, this contract, except where there has been a material breach of the contract by the territory; provided, however, that in any event the contractor shall proceed diligently with the performance of the contract where the GVB has made a written determination that continuation of work under the contract is essential to the public health and safety.





**8. CONTRACT AND BONDS**

Pursuant to 5GCA §5304, the Contractor is required to execute and deliver to GVB within ten (10) days after receiving the notice of award or the contract forms, an agreement, and if asked for, a satisfactory Performance and Payment bond in an amount equal to one hundred percent (100%) of the contract sum (see Section IV - Proposal for additional information).

The Contractor shall provide the following information and authorize said surety company to disclose any information to GVB concerning the Contractor's ability to supply a performance and payment bond in the amount of the contract.

Name of Surety: \_\_\_\_\_

Type of Organization: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Names of Partners or Corporation Officials or Individuals:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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. ACCIDENT PREVENTION - PUBLIC SAFETY**

In performance of the Contract, Contractor shall comply with applicable provisions of the U.S Occupational Safety and Health Act (OSHA), and shall take all precautions necessary to protect persons and property.

**13. DISPUTES CONCERNING LABOR STANDARDS**

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

**14. NONCOMPLIANCE WITH CONTRACT REQUIREMENTS**

In the event the Contractor, after receiving written notice from the Contracting Officer of noncompliance with any requirement of this Contract, fails to initiate promptly such action as may be appropriate to comply with the specific requirement within a reasonable period of time, the Contracting Officer shall have the right to order the Contractor to stop all other work and correct the deficiency. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to stop work for such cause.

**15. INSURANCE - LIABILITY TO THIRD PERSONS**

The Contractor and his subcontractors shall procure thereafter maintain workmen's compensation, builders' risk, comprehensive general liability (bodily damage), and fire and extended coverage insurance, with respect to performance under this Contract; provided, that the Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program. All insurance required pursuant to the provisions of this paragraph shall be in such form in such amounts, and for such periods of time as the Contracting Officer may, from time to time, require or approve, and with insurers approved by the Contracting Officer.

- a. Automobile liability insurance in an amount not less than \$500,000 Combined Single Limit (CSL) for bodily injury or death per person and for damages to property for each occurrence.
- b. Comprehensive general liability insurance with minimum limits of \$1,000,000 Combined Single Limit (CSL) for bodily injury or death and for property damage per occurrence.
- c. Workmen's Compensation. Contractor shall take out adequate workmen's compensation insurance for all of the employees who will be engaged in work at the site of the project and in case any part of such Contractor's contract is sublet, the Contractor will require his subcontractor's employees who will be so engaged, unless the latter's employees are protected by the principal contractor's insurance.

The comprehensive general and automobile liability policies shall contain a provision worded as follows: The insurance company waives any right of Subrogation against the GVB, which may arise by reason of any payment under this policy.

When a subcontractor is utilized, Contractor shall procure and maintain during contract period, insurance coverage with same bodily injury and property damage liability limits specified above, covering accidents caused by actions of subcontractor or employees.

All of the insurance policy or policies herein prescribed shall be procured and maintained at no cost to the GVB and shall have the GVB named as additional insured; provided that, where the GVB may not be named as an insured under the rules applicable to any policy or policies, the Contractor shall procure and maintain at no expense to the GVB contractor's protective insurance providing the GVB with the same coverage's and limits of liability as are required herein for the Contractor. A copy of such policy or policies shall be furnished to the GVB at the time prescribed in the contract documents. Such policy or policies shall contain an endorsement to the effect



that the insuring company will notify GVB thirty (30) days prior to the effective date of any cancellation of such policy or policies or any change in their provisions.

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) 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 \*\*



<b>SECTION IV</b>	<b>PROPOSAL</b>
-------------------	-----------------

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

Gentlemen:

The undersigned (hereafter called the Bidder), a \_\_\_\_\_, (Corporation, Partnership or Individual) organized and/or licensed to do business under the laws of the Government of Guam hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the performance of the

**TUMON BAY LIGHTING IMPROVEMENT PHASE II INSTALLATION 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)

\_\_\_\_\_  
(BUSINESS ADDRESS)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_



<b>SECTION V</b>	<b>BID FORM</b>
------------------	-----------------

TO:                   President and CEO  
                          Guam Visitors Bureau

Dear Sir:

The undersigned bidder, having examined all pertinent Contract Documents relating to MULTI-STEP INVITATION FOR BID Number IFB 2017-004 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 Bid):

\_\_\_\_\_ Dollars (USD \$ \_\_\_\_\_).  
(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.

BY \_\_\_\_\_

DATE: \_\_\_\_\_

TITLE \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_



**SECTION VI BID BOND**

KNOW all men by these presents, that we

\_\_\_\_\_  
(Name of Contractor)  
as Principal, and

\_\_\_\_\_  
(Name of Surety)

as surety are held and firmly bound unto the Guam Visitors Bureau, hereinafter called the GVB, in the penal sum of \_\_\_\_\_ dollars, lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these present.

The condition of this obligation is such, that whereas the principal has submitted the accompanying bid dated \_\_\_\_\_ 2016 for the **TUMON BAY LIGHTING IMPROVEMENT PHASE II INSTALLATION PROJECT.**

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

In Witness Thereof, the above-bound parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 2016 the name and corporate seal of each corporate party being hereto affixed and these present duly signed by its undersigned representative, pursuant to authority of its governing body.

The rate of premium on this bond is \_\_\_\_\_ per thousand.

Total amount of premium charged,

\$ \_\_\_\_\_  
(The above must be filled in by corporate surety)

IN PRESENCE OF:

\_\_\_\_\_  
(Individual Principal) (SEAL)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Individual Principal) (SEAL)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Address)



Attest:

\_\_\_\_\_  
(Corporate Principal)

\_\_\_\_\_  
(Business Address)

AFFIX CORPORATE SEAL

By: \_\_\_\_\_

Attest:

\_\_\_\_\_  
(Corporate Surety)

\_\_\_\_\_  
(Business Address)

AFFIX CORPORATE SEAL

By: \_\_\_\_\_

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
secretary of the corporation named as principal in the within bond; that \_\_\_\_\_,  
who signed the said bond on behalf of the principal was then \_\_\_\_\_  
of said corporation; that I know his signature, and his signature thereon is genuine; and that said bond was  
duly signed, sealed and attested for and in behalf of said corporation by authority of its governing body.

\_\_\_\_\_  
(CORPORATE SEAL)



**SECTION VII**

**AFFIDAVITS/FORMS**

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





**AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS**

CITY OF \_\_\_\_\_ )  
 ) ss  
 ISLAND OF GUAM )

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

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

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

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

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

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

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

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

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

My commission expires on \_\_\_\_\_





**AFFIDAVIT re NO GRATUITIES or KICKBACKS**

CITY OF \_\_\_\_\_ )  
 ) ss  
 ISLAND OF GUAM )

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

1. The name of the offering firm or individual is \_\_\_\_\_.  
[STATE NAME OF OFFEROR]

2. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have violated, are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107(e).

3. To the best of affiant's knowledge, neither affiant, not any of the offeror's officers representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback gratuity or offer of employment in connection with the offeror's proposal.

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's representative, 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.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
 Notary Public  
 My Commission Expires \_\_\_\_\_





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

Name of Offeror Company: \_\_\_\_\_

I, \_\_\_\_\_ hereby **certify under penalty of perjury**:

- (1) That I am \_\_\_\_\_ [please select one: the offeror, a partner of the offeror, an officer of the offeror] making the bid proposal in the foregoing identified procurement;
- (2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which read:

**§ 5801. Wage Determination Established.**

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

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

**§ 5802. Benefits.**

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

- (3) That the Offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;
- (4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date







**SECTION VIII AUTHORIZED CONTACT**

AUTHORIZED CONTACT FOR CONTRACT

IFB NUMBER: GVB IFB 2017-004 MS

NAME	
TITLE	
COMPANY	
MAILING ADDRESS	
TELEPHONE NUMBER	
FACSIMILE NUMBER	
EMAIL	