

**INVITATION FOR BID**

**TUMON LANDSCAPE MAINTENANCE**

**GVB IFB NO. 2018-001**

GUAM VISITORS BUREAU INVITATION FOR BID	
IFB Number: <u>GVB IFB NO. 2018-001</u>	IFB Title: <b>TUMON LANDSCAPE MAINTENANCE</b>
IFB Due Date and Time: <b>August 15, 2018; 3:00 p.m. ChST</b>	Number of Pages: 54; inclusive of all required documents
ISSUING AGENCY INFORMATION	
GUAM VISITORS BUREAU	Issue Date: <b>Monday, July 23, 2018</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: <b>TUMON LANDSCAPE MAINTENANCE</b> IFB Number: GVB IFB #2018-001 IFB Due Date: <b>August 15, 2018; 3:00 p.m. ChST</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 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 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. THIS IS MANDATORY and required of this particular solicitation.** These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify GVB of any ambiguities, inconsistencies, or errors in the IFB.
  
4. \_\_\_\_\_ **Take advantage of the "question and answer" period.** Submit your **written** questions to the procurement officer by the due date listed in the Invitation for Bid and view the answers given. Should an addendum be required, GVB will issue a formal "addendum" for the IFB. All addenda issued for an IFB are posted on GVB's website.
  
5. \_\_\_\_\_ **Follow the format required in the IFB** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
  
6. \_\_\_\_\_ **Provide complete answers/description.** Read and answer **all** questions and requirements. Don't assume GVB or evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with GVB. The bids are evaluated based solely on the information and materials provided in your response.
  
7. \_\_\_\_\_ **Use the forms provided**, i.e., cover page, "ALL" Affidavit forms, etc.
  
8. \_\_\_\_\_ **Check the GVB website for IFB addenda.** Before submitting your response, check the GVB website at [www.guamvisitorsbureau.com](http://www.guamvisitorsbureau.com) to see whether any addenda were issued for the IFB. If so, you must submit a signed copy of the addendum for each addendum issued along with your IFB response.
  
9. \_\_\_\_\_ **Review and read the IFB document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.
  
10. \_\_\_\_\_ **Submit your response on time.** Note all the dates and times listed in the Invitation for Bid and within the document, and be sure to submit all required items on time. Late bid responses are **never** accepted.

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

**SECTION I INVITATION FOR BID**

**TUMON LANDSCAPE MAINTENANCE  
GVB IFB#2018-001**

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

<b>Monday, July 23, 2018</b>	Bid Documents (USB format) available at GVB office or via the GVB website
<b>Thursday, July 26, 2018; 10:00 a.m.</b>	Pre-Bid Conference; Power Point Presentation; GVB Main Conference Room. ATTENDANCE IS MANDATORY.
<b>July 31, 2018; 5:00 p.m.</b>	Deadline to submit written questions
<b>August 3, 2018; 5:00 p.m.</b>	GVB response to questions
<b>August 15, 2018; 3:00 pm ChST</b>	Deadline to submit bids; IFB bid opening

The **Invitation for Bid** packages can be **downloaded at no cost** from GVB’s website at [www.guamvisitorsbureau.com.news.ifbs](http://www.guamvisitorsbureau.com.news.ifbs) or obtained (in USB format) at the GVB Office, 401 Pale San Vitores Road, Tumon, Guam, 8:00 AM – 5:00 PM, Monday – Friday, excluding Guam holidays. A non-refundable \$25.00 fee is required for each packet picked up at the GVB office payable in US\$ cash, bank wire transfer or major credit card (Visa MasterCard, Discover, JCB).

**A mandatory Pre-Bid Conference is scheduled for Thursday, July 26, 2018 at 10:00 a.m. in the GVB Main Conference Room.** Questions, if any, should be made in writing to the President and CEO, which can be dropped off at the GVB office; emailed to [procurement@visitguam.org](mailto:procurement@visitguam.org); or sent by fax to 671-646-8861 according to the timeline provided in the IFB packet.

GVB hereby notifies all bidders that it will affirmatively ensure that minority business enterprises will be afforded full opportunity to submit a response to this request for proposal and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

GVB reserves the right to reject any or all bids, solicit new bids, waive minor informalities or irregularities or award **GVB IFB #2018-001 Tumon Landscape Maintenance** 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.

**Bid submission deadline is at 3:00 p.m. Chamorro Standard Time on Tuesday, August 15, 2018.** Bid Opening will commence shortly after closing.

/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 TUMON LANDSCAPE MAINTENANCE project as generally described in the Scope of Work.

**2. PRE-BID CONFERENCE**

There is a pre-bid conference scheduled for July 26, 2018 at 10:00 a.m. in the GVB Conference Room. ATTENDANCE IS MANDATORY.

**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 July 31, 2018.

**4. SEALED BIDS**

All bids for this project shall be enclosed in a sealed envelope marked "Bid Proposal for the TUMON LANDSCAPE MAINTENANCE" and shall be submitted at the place and time indicated in the Invitation to Bid. A second sealed envelope marked "Bid Price" and containing the bid schedule shall also be included in the proposal package. Bid Price must include delivery, installation and training.

**5. BID PACKAGE SUBMITTAL ITEMS**

Under a cover letter, bidder is required to complete and submit a bid package, in duplicate, containing the following items:

- a. Bid Bond
- b. Bid Form
- c. Bid Schedule
- d. Business/Contractor's License
- e. Affidavits:
  1. Disclosure of Ownership and Commissions
  2. Non-Collusion
  3. No Gratuities or Kickbacks
  4. Ethical Standards
  5. Contingent Fees
  6. Restriction Against Contractors Employing Convicted Sex Offenders From Working at GovGuam Venues.
  7. Compliance With U.S. DOL Wage Determination
- f. Equipment Data
- g. Staff Organizational Chart
- h. Project Reference List

i. Name of Certified Arborist & Certification Information

Bidder must submit its proposal on the forms furnished by GVB, if provided; otherwise, please add pages as necessary to comply with the requested information. All blank spaces on the Proposal Forms and Bid Schedule must be correctly filled in for each and every item where a quantity is given. In case of an error in the extension or prices, unit price will govern. A conditional or qualified bid is non-responsive and will not be accepted. The proposal signatory must initial all erasures or other changes in the proposal.

Bidder shall sign his proposal in the blank space provided therefore. If proposal is made by a partnership or corporation, name and address of the partnership or corporation shall be shown together with names and addresses of the partners or officers. If proposal is made by a partnership, it shall be signed by one of the partners; if made by a corporation, it shall be signed by one of the officers thereof.

**6. LATE BIDS AND MODIFICATIONS OF WITHDRAWALS**

Bids and modifications or withdrawals thereof received at GVB after the exact time set for opening of bids will not be accepted.

Bids may be withdrawn by written request received from bidders prior to the time set for opening bids.

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

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

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

**8. BID GUARANTEE**

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

Such bid bond or check shall serve to guarantee:

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

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

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

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

**9. ALL OR NONE BIDS**

Only all or none bids will be accepted. Contractors that do not enter a bid amount for every bid item will be deemed non-responsive and their bids will not be accepted. Only one Contractor will be awarded the contract. Multiple or alternate bids will not be considered (2 GAR, Division 4 §§3102(d)).

**10. METHOD OF AWARD**

In determining the lowest, responsive, responsible bidder, the Contracting Officer will, along with a review of the bid package submittal items listed in Section 5 above, award this contract based on the bidder's cover letter attesting to the factors listed in items a-f below:

- a. Quality of performance of bidder with regards to awards previously made to him.
- b. The ability, capacity and skill of bidder to perform based on their bid documents.
- c. Character, integrity, reputation, judgment, experience, and efficiency of bidder.
- d. Ability of bidder to perform promptly or within specified time without delay or interference.
- e. Previous and existing compliance by bidder with laws and regulations relative to procurement.
- f. The sufficiency of the financial resources and ability of the bidder to perform.

**11. LIQUIDATED DAMAGES**

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

**12. BID SECURITY**

The successful bidder shall be required to furnish a bid bond amounting to fifteen percent (15%) of the total bid submitted. See Section IV: Proposal for more detailed information.



**13. STATUTORY REQUIREMENTS**

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

**14. NOTICE OF LOCAL PREFERENCE**

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

**15. NOTICE REGARDING SERVICE DISABLED VETERANS**

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

**16. REPRESENTATION REGARDING GRATUITIES AND KICKBACKS**

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

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

**17. PROHIBITION AGAINST CONTINGENT FEES**

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

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

**18. REPRESENTATION REGARDING ETHICAL STANDARDS FOR GOVERNMENT EMPLOYEES AND FORMER GOVERNMENT EMPLOYEES** The bidder, bidder's representative, or contractor represents that it has not knowingly influenced and

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

**19. DISCLOSURE OF MAJOR SHAREHOLDERS AFFIDAVIT**

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

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

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

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

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

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

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

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

1. that no person providing services on behalf of the contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and

2. that if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.

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

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

**23. WAGE AND BENEFIT DETERMINATION**

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

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

**24. ACKNOWLEDGEMENT OF RECEIPT OF AMENDMENTS**

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

**25. CONTRACT TERM**

The contract shall begin on October 1, 2018 and end on September 30, 2019. GVB reserves the option to renew the Agreement after completion of the initial term for up to

an additional two years, in one-year increments, subject to the agreement of both parties and availability of funds.

## **SECTION III GENERAL PROVISIONS**

### **1. DEFINITIONS**

- a. The term “GVB” as used herein shall mean the Guam Visitors Bureau. The term “Bureau” as used herein shall mean the Guam Visitors Bureau
- b. The term “Contracting Officer” as used herein shall mean the President 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**

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

**9. WORKING HOURS**

Work shall be conducted during normal working hours Monday through Friday, and should not exclude the possibility of working after hours and on weekends.

**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.

**SECTION IV**

**PROPOSAL**

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

Gentlemen:

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

**TUMON LANDSCAPE MAINTENANCE**

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

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

The individual **Bid Bond** attached, with our endorsement, in the sum of not less than fifteen percent (15%) of the amount of each Proposal, *is furnished to GVB as a guarantee that the Agreement will be executed* and a Performance Bond shall be furnished within fifteen (15) days after award of the Contract to the undersigned. In the event that this Proposal is accepted, and the undersigned bidder shall fail to execute the contract and furnish a satisfactory Performance Bond under the conditions and within the time specified in this Proposal, the Bid Bond shall be forfeited, as liquidated damages for the delay and additional work and costs caused thereby in obtaining another bidder, said amount being beforehand determined as being reasonable and containing no penalties.

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within sixty (60) days after the opening thereof, the undersigned agrees to execute the form of Agreement included as one of the Contract Documents, and to furnish a **Performance Bond** *in an amount equal to one hundred percent (100%) of the Contract Amount*, within fifteen (15) days after receipt of such notice.

If awarded the Contract, the undersigned agrees to perform the work for the duration of the contract period and any extensions thereto upon commencement of the contract time as defined in the Contract.

The undersigned understands that the GVB reserves the right to reject any or all Bids or to waive any informality or technicality in any Bid in the interest of the GVB. All required affidavits and forms are included in this bid proposal.

RESPECTFULLY SUBMITTED BY:





---

(CONTRACTOR)

---

(BY)

---

(TITLE)

---

(BUSINESS ADDRESS)

---

**SECTION V**

**BID FORM**

**PROJECT: TUMON LANDSCAPE MAINTENANCE**

**TO:** President and CEO  
Guam Visitors Bureau  
Tumon, Guam

Dear Sir:

The undersigned bidder, having examined all pertinent Contract Documents relating to Invitation for Bid Number 2018-001, proposes to provide all labor, materials, equipment, tools, appliances, transportation, storage and items incidental to completing all work based on the Proposal and Bid Schedule consisting of the combination of lump sum and unit price items for the following sum of:

Performance as per Bid Documents and Bid Schedule for one year (Base Bid):

\_\_\_\_\_ Dollars (\$\_\_\_\_\_).  
(TOTAL OF MATERIALS AND LABOR AND ALL OTHER COSTS)

Bidder hereby further agrees to commence work under this Contract on the date specified in the written "Notice to Proceed" by GVB and to fully complete the work designated for performance within the time stipulated in the Contract Documents. Bidder further agrees to pay liquidated damages in accordance with the Liquidated Damages section of the General Provisions.

By submission of this bid, each bidder and each person signing on behalf of any bidder and in the case of a joint bid each party thereto certified as to its own organization, certifies and affirms as true to the best of his knowledge and belief:

- a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any other matter relating to such prices with any other bidder or with any competitor.
- b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder or to any competitor; and no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- c. That if the product of the UNIT PRICE bid by the number of units does not equal the total amount named by a bidder of any item, it will be assumed that the error was made in computing the product of the unit price and the number of units. The named UNIT PRICE alone will be considered as representing the bidder's intention and the total amount bid on such item shall be considered to be the amount arrived at by multiplying the UNIT PRICE by the number of units.
- d. All matters for this project of which there is not a special item in the Bid Schedule, shall



be considered incidental to and included in the Contractor's bid on any items in the Bid Schedule, as the bidder sees fit.

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

Dated: \_\_\_\_\_

\_\_\_\_\_

BY \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_



**SECTION VI BID BOND**

KNOW all men by these presents, that we

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

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

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

The condition of this obligation is such, that whereas the principal has submitted the accompanying bid dated \_\_\_\_\_ 20\_\_ for the **TUMON LANDSCAPE MAINTENANCE.**

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

In Witness Whereof, the above-bound parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ the name and corporate seal of each corporate party being hereto affixed and these present duly signed by its undersigned representative, pursuant to authority of its governing body.

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

Total amount of premium charged,

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

IN PRESENCE OF:

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

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

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

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

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

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



Attest:

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

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

AFFIX CORPORATE SEAL

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

Attest:

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

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

AFFIX CORPORATE SEAL

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

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
\_\_\_\_\_ secretary of the corporation named as principal in the within  
bond; that \_\_\_\_\_, who signed the said bond on behalf of the  
principal was then \_\_\_\_\_

\_\_\_\_\_ of said corporation; that I know his signature, and his signature thereon is genuine; and that said  
bond was duly signed, sealed and attested for and in behalf of said corporation by authority of  
its governing body.

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

**SECTION VII**

**AFFIDAVITS/FORMS**

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



**AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS**

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

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

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

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

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

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 \_\_\_\_\_, 2018.

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

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

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





**AFFIDAVIT re NON-COLLUSION**

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 company or individual is [state name of company] \_\_\_\_\_  
\_\_\_\_\_.

2. The proposal for the solicitation identified above is genuine and not collusive or a sham. The offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other offeror or person, to put in a sham proposal or to refrain from making an offer. The offeror has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the proposal price of offeror or of any other offeror, or to fix any overhead, profit or cost element of said proposal price, or of any other offeror, or to secure any advantage against the government of Guam or any other offeror, or to secure any advantage against the government of Guam or any person interested in the proposed contract. All statements in this affidavit and in the proposal are true to the best of the knowledge of the undersigned. This statement is made pursuant to 2 GAR Division 4 § 312(b).

3. I make this statement on behalf of myself as a representative of the offeror, and on behalf of the offeror’s officers, representatives, 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 \_\_\_\_\_, 2018.

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

(AG Procurement Form 003 (Rev. Jul. 12, 2010))





**AFFIDAVIT re NO GRATUITIES or KICKBACKS**

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

\_\_\_\_\_[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's company] \_\_\_\_\_.
- 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 \_\_\_\_\_, 2018.

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

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

(AG Procurement Form 004 (Rev. Jul. 12, 2010))



**AFFIDAVIT re ETHICAL STANDARDS**

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

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

The affiant is \_\_\_\_\_ [state one of the following:  
 the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or  
 proposal. To the best of affiant’s knowledge, neither affiant nor any officers, representatives,  
 agents, subcontractors or employees of offeror have knowingly influenced any government of  
 Guam employee to breach any of the ethical standards set forth in 5 GCA Chapter 5, Article 11.  
 Further, affiant promises that neither he or she, nor any officer, representative, agents,  
 subcontractor, or employee of offeror will knowingly influence any government of Guam employee  
 to breach any ethical standards set forth in 5 GCA Chapter 5, Article 11. These statements are  
 made pursuant to 2 GAR Division 4 § 11103(b).

\_\_\_\_\_  
 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 \_\_\_\_\_, 2018.

\_\_\_\_\_  
 Notary Public  
 My Commission expires \_\_\_\_\_



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

IFB NUMBER: GVB IFB 2018-001

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

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

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

**§ 5801. Wage Determination Established.**

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

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

**§ 5802. Benefits.**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

(AG Procurement Form 006 (Rev. Feb. 16, 2010))



**AFFIDAVIT re CONTINGENT FEES**

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 company is \_\_\_\_\_.

2. As a part of the offering company’s bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. This statement is made pursuant to 2 GAR Division 4 11108(f).

3. As a part of the offering company’s bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam 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. This statement is made pursuant to 2 GAR Division 4 11108(h).

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror’s officers, representatives, agents, subcontractors, and employees.

\_\_\_\_\_  
Signature of one of the following:  
Offeror, if the offeror is an individual.  
Partner, if the offeror is a partnership.  
Officer, if the offeror is a corporation.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

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

(AG Procurement Form 007 (Rev. Jul. 15, 2010))



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

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

\_\_\_\_\_, being first duly sworn, is  
 (NAME OF PERSON)

(PLEASE STATE "INDIVIDUAL" IF SOLE PROPRIETOR; "PARTNER" IF A PARTNERSHIP; OR "OFFICER" IF A CORPORATION)

of \_\_\_\_\_ .  
 (NAME OF OFFEROR AND MAILING ADDRESS)

TEL: \_\_\_\_\_  
 (TELEPHONE NUMBER)

and a duly authorized representative of said offeror on whose behalf this affidavit is being submitted. Said offeror has affirms that he/she has read and understands the provisions of **5 GCA, CHP 5 §5253 RESTRICTION AGAINST CONTRACTORS EMPLOYING CONVICTED SEX OFFENDERS FROM WORKING AT GOVERNMENT OF GUAM VENUES.**

The offeror understands that:

- (1) No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the government of Guam, shall work for his employer on the property of the government of Guam other than a public highway.

Further, the offeror represents:

- (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.

\_\_\_\_\_  
 Signature

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
 Notary Public  
 My commission expires on \_\_\_\_\_

<b>SECTION VIII</b>	<b>AUTHORIZED CONTACT</b>
---------------------	---------------------------

AUTHORIZED CONTACT FOR CONTRACT

IFB NUMBER: GVB IFB 2018-001

NAME	
TITLE	
COMPANY	
MAILING ADDRESS	
TELEPHONE NUMBER	
FACSIMILE NUMBER	
EMAIL	

**APPENDIX: INFORMATION FOR BID DOCUMENTS**

**TUMON LANDSCAPE MAINTENANCE  
TECHNICAL SPECIFICATIONS**

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**DIVISION I – LANDSCAPE MAINTENANCE**

- Section A - General
  
- Section B - Work Requirements
  - I. Checklists
  - II. Care of Planted Areas
  - III. Irrigation
  - IV. Trash and Recycling Collection
  - V. Cleanup and Litter Removal
  - VI. Chemicals and Pesticides
  - VII. Disposal
  - VIII. Project Schedule
  
- Section C - Postponed Work Schedule Make-up

**DIVISION II - MISCELLANEOUS PROVISIONS**

- 1. Communications and Reports
- 2. Public Release Information

Attachments:

- Exhibit A – Monthly & Weekly Checklist
- Exhibit B – Project Inventory
- Exhibit C – Site Map

## **TECHNICAL SPECIFICATIONS**

### **DIVISION I LANDSCAPE MAINTENANCE**

#### **SECTION A General**

The Contractor shall furnish all necessary labor, materials, equipment, tools and appurtenances to provide complete maintenance of landscape areas in Tumon, Guam. Maintenance shall cover San Vitores Road from Bishop Flores Rotunda to Hotel Nikko, including JFK Road (Rt 14A), Australian Cable Road (Santos Hill), Bishop Flores Rotunda grounds, Guam Visitors Bureau office grounds and the first median at Governor Joseph Flores Park entrance. Contractor shall provide for regular maintenance within public rights of way to include, but not be limited to:

1. Maintenance of grass areas including road shoulders and medians.
2. Irrigation system maintenance and adjustment.
3. Periodic inspection of landscaping and irrigation.
4. Provision at his/her own risk all labor, materials, tools, equipment, insurance, transportation, hauling, dumping, and all other items needed to provide the services outlined in this Specification.
5. Minor replacements and repairs to landscape areas as part of the required maintenance work. Major items needing replacement or repair shall be immediately reported to the Contracting Officer or its authorized representative. Skilled workers, using minimal replacement parts, defines a minor item as a repair that requires less than fifteen (15) minutes repair time. Some specific guidelines for determining if an item is minor or major are given in the section pertaining to each item. The Contractor shall be available to perform additional work related to the landscape maintenance as may be approved by the Contracting Officer. Such work may also include non-minor items relating to landscape care, which are not a part of the normal maintenance work as outlined in this Specification.
6. Repair or replacement of damaged property as a result of the Contractor's operations at the site. Repair or replacement shall be at the Contractor's sole expense.



## **SECTION B**

### **Work Requirements**

#### **I. CHECKLISTS**

1. The *Weekly Checklist* is made a part of this Specification. Contractor shall review and complete all applicable items on this checklist.
2. The *Monthly Checklist* is made a part of this Specification. Contractor shall review and complete all applicable items on this checklist for the current month prior to the end of the month.
3. All Checklists must be submitted to GVB or their representative for review and approval.

#### **II. CARE OF PLANTED AREAS**

##### **1. TREES**

- a. Trees shall be maintained in a healthy, vigorous growing condition, free from disease and infestation of pests.
- b. Prune all trees to encourage a high-branching structure and remove branches and fruits that interfere with public safety. Remove all non-structural branches below 7' in height near roads and walkways. Remove crossing branches and all suckers from lower tree trunks. Prune all trees only to remove dead, diseased, broken, dangerous or crossing branches. Pruning of this type is minor and non-reimbursable and is to be included as part of the regular maintenance.
- c. Inspect all trees for signs of stress, pests and disease. Treat infestation of pests or diseased plants immediately with appropriate Integrated Pest Management (IPM) suitable to the plant. Use only Guam Environmental Protection Agency (GEPA) certified pesticide applicators. Apply chemicals in the early morning hours before 7:00 A.M. Provide pedestrian barriers and appropriate signage in areas being treated to prevent pedestrian access. Provide a proposal to remove and replace infected trees and palms to Contracting Officer for review and approval.
- d. Contractor shall obtain a permit prior to conducting any tree pruning in accordance to Guam Code Annotated (GCA 16-62). All care, maintenance, pruning, fertilization, etc. of trees shall be in accordance with American National Standard Institute (ANSI) A300 (Parts 1, 2, and 3) and ANSI Z133.1-2000 Standard Practices and Safety Requirements. ANSI Standards are available at GVB and Department of Agriculture.
- e. Climbing spikes shall not be used on any tree with the exception of the removal of dead trees. Remove stakes and guys from trees and palms as soon as trees are standing strong and well established. Recycle used stakes and guys if possible.

- f. A certified Arborist or equivalent shall be on site at all times while pruning trees.
- g. Pruning frequency: Non-palm trees shall be pruned a maximum of two (2) times per year. Palm trees shall be pruned a maximum of three (3) times per year.
- h. Remove all tree trimmings from the site, or chip trimmings for use as mulch where possible.
- i. Any tree found to be dead or missing shall be replaced with plant material of identical or approved species by the Contracting Officer at the Contractor's expense, unless the loss was due to excluded damage (i.e. car accidents, natural disasters, vandalism, etc.). If the loss resulted from excluded damage, replacement will be paid for as additional work. Submit a cost proposal for replacement within 3 days of the loss. Replacement trees shall equal in size to the originally existing tree prior to its removal. Prior to planting, the Contracting Officer shall approve replacement trees, shrubs and palms.
- j. All pruning equipment shall be sterilized before use on another tree. The cutting blades on pruning shears, clippers, blades, saws, etc. shall be sterilized after pruning each tree to minimize the possibility of spreading disease. When pruning trees or palms known or suspected to be diseased, cutting blades shall be sterilized after each cut. Sterilize blades by dipping them in a solution of 1 part bleach and 9 parts water or heavily spray them with a disinfectant spray, such as Lysol. After dipping or spraying, wait 20 seconds before using again.

## 2. SHRUBS

- a. Shrubs shall be kept in a healthy, vigorous condition, free from disease and infestation of pests.
- b. Shrubs shall be encouraged through pruning to form a dense, continuous hedge, branching fully to the ground. All other shrubs shall be pruned only as required for safety, visibility, and plant health, and allowed to develop into the natural shapes expected of the plant variety. Do not shear shrubs into topiary shapes unless specifically instructed to do so in writing by the Contracting Officer.
- c. Scaveola (Nanaso) shrubs shall be pruned to three (3'-0") minimum height when the shrub height reaches five feet (5'-0"). In certain areas Scaveola must be maintained no taller than four feet (4'-0") requiring trimming at every two months [six (6) times per year].
- d. Check all shrubs for signs of stress or disease. Treat diseased plants immediately with appropriate pesticides that are compatible with those plants. Use licensed applicators to apply chemical treatments. Apply chemicals in the early morning hours before 7:00 A.M. Provide pedestrian barriers in areas being treated to prevent pedestrian access.

- e. Any shrub found to be dead or missing shall be replaced with plant material of identical species or approved species by the Contracting Officer at the Contractor's expense, unless the loss was due to excluded damage. If the loss resulted from excluded damage, the replacement will be paid for as additional work. Submit a cost proposal for replacement within three (3) days of discovery for approval prior to proceeding with the work.
- f. Replacement shrubs shall be at least 18 inches (45 cm) in height when planted, unless otherwise approved by the Contracting Officer.
- g. Shrubs shall be pruned to remove branches that are dead, broken, extending beyond the face of curbs or sidewalks, or are climbing building walls (unless they are intended to climb the wall, such as climbing vines). Formal hedges shall be regularly pruned to maintain a uniform height and width. Except as noted previously, allow the shrubs to grow to their natural sizes.
- h. The cutting blades on pruning shears, clippers, blades, saws, etc. shall be sterilized when pruning shrubs are known or suspected to be diseased, the cutting blades shall be sterilized after pruning each shrub. Sterilize blades by dipping them in a solution of 1 part bleach and 9 parts water or heavily spray them with a disinfectant spray, such as Lysol. After dipping or spraying, wait 20 seconds before using again.
- i. All care, maintenance, pruning, fertilization, etc. of shrubs shall be in accordance with American National Standard Institute (ANSI) A300 (Parts 1, 2, and 3) and ANSI Z133.1-2000 Standard Practices and Safety Requirements. ANSI Standards are available at GVB and Department of Agriculture.

### 3. FERTILIZER

- a. All fertilizer formulations (foliar, granular or organic) must be applied according to soils tests recommendations. A qualified horticulturalist, extension agent or equivalent will prepare soils tests and recommendations.
- b. Fertilize shrub areas per soil test recommendations. Apply fertilizer and amendments to correct nutrient deficiencies and soil chemistry as they become apparent. Submit proposed fertilizer schedule and test results for Contracting Officer review.

### 4. WEEDING

- a. Remove weeds larger than two inches (2") high or wide from planters. Weeds two inches (2") and larger must be removed, not just killed. Herbicides that are compatible with plantings may be used to kill weeds. Use certified applicators to apply pesticides as needed. Apply chemicals in the early morning before 7:00 A.M.
- b. Remove weeds that have grown into paver block areas. Neatly trim edges of paver block walks and landscape adjacent areas.

- c. Remove weeds in planted areas, sidewalks, curbs, gutters or pavements as the weeds emerge. Dispose of weeds off-site. Pre and post-emergent herbicides may be used at the Contractor's option as approved by the Contracting Officer. No additional payments will be made for herbicide applications. The cost of all weed control work shall be included in the contract price for landscape maintenance.

## 5. MULCH AND/OR ROCK LAYER

- a. Soil mulch and/or rock layer shall be cared for as needed to create and maintain an even and uniform appearance over the visible soil surface of each planter area.
- b. Contractor shall add additional mulch regularly to maintain a layer no less than 2 inches (5 cm) deep at all times in shrub planters. Organic mulch layers should be at least 2 inches in depth and no more than 4 inches in depth. Organic mulch layers should not be placed against tree trunks, plants and shrubs. Contractor shall replace decomposed mulch as needed. Mulch and/or decorative rock are not required in areas where plant foliage completely covers the soil surface, such that the soil is not visible through the foliage.
- c. Replacement of large mulch and/or decorative rock (over one cubic yard or 0.75 cubic meter) which has been stolen, vandalized, or washed away by a single storm will be considered excluded damages and additional work. Cost proposal shall be submitted to Contracting Officer for approval prior to proceeding.
- d. Any mulch or decorative rock found outside planter areas shall be returned to the planter on a weekly basis.
- e. Mulch and/or decorative rock shall be uniform in color and appearance, and free of leaves, sticks, or trash and shall match original materials
- f. Replacement rock shall be same size and color as existing decorative rock on site. In the event no rock exists, the decorative rock used shall have a maximum diameter of 3/4" (2 cm) and a minimum diameter of 3/8" (1 cm).

## 6. GRASS AREAS

- a. Grass areas shall be kept in a healthy, vigorous condition, free of disease and pests, including as noted below.
- b. Neatly trim and edge grass areas. Grass shall be mowed or trimmed to a one-inch (1") height when the height reaches three inches (3") with exception of centipede grass areas which shall be cut no less than 2". Grass height shall not exceed three (3) inches nor be less than one (1) inch in height at any time.
- c. Mow, edge and trim grass two (2) times per month to maintain an even, well-groomed appearance.
- d. Remove visible grass clippings and dispose off-site. The Contractor is encouraged to use mulching mowers.

- e. Weeds shall be controlled in grass areas as noted above under the weed-control section.
- f. Any grass found to be dead or severely yellowed shall be replaced with plant material of identical species or replaced with a better species as approved by the Contracting Officer at the Contractor's expense, unless the loss was due to excluded damage. If the loss resulted from excluded damage, replacement will be paid for as additional work. Replacement sod shall be similar in all respects to the existing grass.
- g. Bush cutters must be kept away from trees or shrubs at all times. Girdling is not acceptable.

### **III. IRRIGATION**

#### **1. WATER APPLICATION AND SCHEDULING**

- a. Hand water as needed to supplement natural rainfall and maintain plantings in a healthy, stress-free condition. It is the Contractor's responsibility to make sure that plants receive adequate water regardless of weather conditions including plants in areas where GVB's irrigation system is not available. Submit a cost proposal to correct the irrigation coverage problem within three days of discovery to the Contracting Officer for review and approval prior to proceeding with the work.
- b. It is the responsibility of the Contractor to conserve water and assure that all watering rules and regulations are followed. The Contractor shall pay any penalties, fines, or citations for watering ordinance violations.
- c. Irrigation shall be made by the use of the permanent irrigation systems. Hand water as needed to supplement the permanent system. Failure of the irrigation system to provide full and proper coverage shall not relieve the Contractor of the responsibility to provide adequate irrigation. It is the Contractor's responsibility to make sure the irrigation system is maintained and operates properly.
- d. The Contractor is responsible for the complete operation and maintenance of the irrigation systems, except as noted below. The Contractor shall examine the irrigation system for damage or malfunction weekly and shall report damage or malfunction to the Contracting Officer in writing. If the Contractor fails to report the broken or malfunctioning irrigation system components within three days of the breakage or malfunction, the Contractor shall be responsible for all damages resulting from the broken irrigation system component.
- e. Adjust watering times as needed to avoid over and under watering.

#### **2. IRRIGATION SYSTEM SCHEDULED MAINTENANCE**

- a. Each valve zone shall be observed for signs of damage on a weekly basis during the irrigation season.

- b. Contractor shall maintain the irrigation system, including cleaning of filter screens yearly or more often as needed, and flushing pipes, as part of this contract.
- c. Run-off of water from irrigation systems into or onto streets, sidewalks, stairs, or gutters is not permitted. The Contractor shall immediately shut down the irrigation system and make adjustments, repairs, or replacements as soon as possible to correct the source of the run-off.

### 3. IRRIGATION SYSTEM REPAIR

- a. Contractor shall replace or repair, at the Contractor's expense, any irrigation components damaged, unless due to excluded damage. If the damage was due to excluded damage, the irrigation repairs will be paid for as additional work. The Contractor shall make notification of needed repairs within three days of the day the damage occurred. Regardless of the cause of damage, the Contractor shall take immediate action to prevent further damage by shutting off the damaged part of the irrigation system and commencing with hand watering as needed. As soon as possible after receiving written authorization to proceed, the Contractor shall make repairs.

The following items are considered to be minor repairs: damaged or clogged sprinkler nozzles, adjustment of sprinkler patterns or arcs, adjustment of sprinkler position (i.e.; raise, lower, or straighten sprinkler head), replacement of clogged, broken, or missing barbed-style drip emitters, replacement or repositioning of drip distribution tubing smaller than 1/2 inch or 15 mm diameter. Contractor shall correct these minor repair items at Contractor's expense.

- b. Any replacement of irrigation system components shall be made with materials of the same manufacturer and model as the original equipment. Substitutions of materials other than original equipment will be approved only when the original equipment has been discontinued and is no longer available for purchase at any location. The substituted equipment must be completely compatible with the original and must be approved in advance by the Contracting Officer.
- c. All repairs to the system shall be identical to the original installation, unless approved otherwise in advance by the Contracting Officer. If a change to the installation will result in lower future maintenance costs, less frequent breakage, or an increase in public safety, request authorization to make the change from the Contracting Officer.
- d. For safety, never install sprinklers on risers above the ground level, even if the risers are flexible. Always use spring-operated, pop-up style, sprinkler heads. Sprinkler heads are available with pop-up heights up to 12 inches (30 cm) above ground level. If the existing sprinklers are mounted on aboveground risers, the replacements shall be pop-up type sprinklers.

- e. Contractor shall check the entire irrigation system weekly for items such as dry spots and missing or malfunctioning irrigation components. Check for leaking valves, water running across sidewalks, water standing in puddles, or any other condition that hampers correct operation of the system or the public safety.
- f. The Contractor shall carefully observe plant materials for signs of wilting, indicating a lack of water. Plants which die due to irrigation failure will be considered to have died due to the Contractor's negligence and shall be replaced at the Contractor's expense.
- e. Plastic sprinkler nozzles with bad patterns shall be replaced with new nozzles of the same flow rate and arc as part of the regular maintenance of the sprinkler system. Do not attempt to clean plastic nozzles by sticking knife blades or wire into the openings. The plastic will be scratched, and the pattern will be ruined. Brass nozzles may be carefully cleaned if needed.

#### **IV. TRASH AND RECYCLING COLLECTION**

- 1. The Contractor shall separate, remove and dispose of all trash/recyclables from in and around the public trash/recycling receptacles and bus shelters. Trash is defined as all discarded man-made items, refuse, debris, and dead plant materials. Recyclables is defined as aluminum, steel cans, glass and plastics 1& 2. This work includes the separation and removal of the trash and recyclables from each receptacle as well as the removal of overflow and other accumulated trash/recyclables from the vicinity of each receptacle.
- 2. Trash and recycling collection will occur 6 times a week (Monday through Saturdays) to include holidays and shall be collected no later than 12:00 P.M. on each day.
- 3. Aluminum trash and recycling receptacles are located at 12 GVB bus shelters
  - a. GVB
  - b. PIC
  - c. Across PIC
  - d. Fountain Plaza
  - e. Holiday Resort
  - f. Pacific Bay Hotel
  - g. Kracked Egg

- h. Across Hyatt
  - i. Sandcastle
  - j. Pacific Place
  - k. Westin Hotel
  - l. Lotte Hotel
4. Concrete trash receptacles are located at:
- a. 2 at Meskla Dos
  - b. Reef Hotel
  - c. Park Arcade Building
  - d. Old Western Gun Club
  - e. Across Tumon Church
5. The Contractor shall be knowledgeable of the different types of recyclable materials and shall sort and separate the following from all other trash:
- a. Aluminum
  - b. Steel Cans
  - c. Plastics 1 and 2
  - d. Glass
6. The Contractor shall provide the GVB with a monthly data report of collected recyclable materials, data shall include but not limited to, volume/weight, recipients of recyclables, dates, etc.

## **V. CLEANUP AND DEBRIS REMOVAL**

1. Sweep, vacuum or blow-off all walks, curbs, bus stops, seating areas, planting areas, and gutters three (3) times a week.



2. Do not sweep or blow trash, leaves, clippings, or landscape debris into planters or onto adjacent property. Collect all debris swept or blown from landscape areas and remove from the site.
3. Do not use blowers prior to 7:00 A.M. or after 8:00 P.M. or at any other hours restricted by law. Do not use blowers around parked vehicles to avoid scratching vehicle paint with blowing sand and debris. Blowers may not be used where prohibited by law. All debris shall be removed from sidewalks, gutters, and all planted areas each week. In no case shall trash, litter, or leaves be blown or swept onto the property of others. All trash, litter, leaves, etc. shall be collected and removed from the site.

## **VI. CHEMICALS AND PESTICIDES**

1. All chemicals shall be used in accordance with label directions and the manufacturers recommended handling methods. All chemicals shall be handled in accordance with all applicable regulations. Registered chemicals shall be used only on the advice of a qualified and certified pesticide applicator. Nothing in this specification shall be construed to be the advice of, or to substitute for the advice of, a certified pest control applicator. Contractor must retain certification in Commercial Pesticide Applicator categories #3 (Ornamental and Turf) and #6 (Right-of-Way).
2. Pesticides shall not be applied within one hour of the start of operating hours for businesses at the site. In the event that it is not possible to complete the application by one hour prior to business hours (i.e.; 24-hour operations), applications shall be made at times when customer presence is minimal. Areas to be treated shall be blocked off and warning signs posted.
3. Contractor shall take precautions to keep persons away from pesticide-applied areas until the Re-Entry interval (REI) has lapsed. Follow the recommendations of the pesticide manufacturer and all applicable governmental and industry regulations. All pesticides used must have a US Environmental Protection Agency (EPA) registration number on the product label.

## **VII. DISPOSAL**

1. Solid Waste Collection Permit: The Contractor shall obtain a Solid Waste Permit from the Guam Environmental Protection Agency (GEPA ) prior to disposing of solid waste (collected debris, trash, weeds, etc.).
2. Solid Waste shall be disposed of properly at a GEPA approved disposal area in accordance with Local Laws. Tipping fees for disposal are the responsibility of the Contractor. No additional compensation will be given.
3. Responsibility: All company vehicles transporting solid waste shall take precautions to prevent any solid waste from falling off or being dislodged from the vehicles during

transportation. If any such waste falls from or is dislodged from any vehicle upon any street, highway, or any other public or private property, it shall be the obligation of the operator of such vehicle to immediately pick up and remove such waste.

4. Hazardous Waste: Potential hazardous waste such as World War II munitions, paint related products, etc., found during the maintenance shall be reported immediately to the Contracting Officer. Incidents regarding World War II munitions shall be reported immediately to the Guam Police Department and the Contracting Officer.

## **VIII. PROJECT SCHEDULE**

1. Contract Term: The contract shall begin on October 1, 2018 and end on September 30, 2019. GVB reserves the option to renew the Agreement after completion of the initial term for up to an additional two years, in one-year increments, subject to the agreement of both parties and availability of funds.
2. Landscape Maintenance Schedule: The Contractor shall conform to the following schedule and conditions:
  - a. 5 days a week (Monday through Friday) - the Contractor shall conduct maintenance of landscape areas daily Monday through Friday.
  - b. The Contractor shall submit a detailed monthly work schedule for approval to the Contracting Officer. The schedule shall be submitted two weeks before the beginning of each month.
  - c. The Contractor shall have resources available to immediately correct any discrepancies noted by the Contracting Officer during inspections.
  - d. In the event the services as specified herein cannot be performed, due to causes which are beyond the control and without the fault of the Contractor, Contractor shall notify the Contracting Officer, in writing, stating the reasons for non-performance of services. Contractor will not be compensated for any day cleaning services not performed. See Section C. Postponed Work Schedule Make-up.

### **SECTION C**

#### **Postponed Work Schedule Make-Up**

Contractor shall commence work from the date of Notice to Proceed and continue thereafter in accordance with the service schedule as set forth thereafter. If inclement weather or any other unavoidable condition prevents the Contractor from performing work on a scheduled date, the Contractor shall report to the Contracting Officer and obtain approval for scheduled makeup work. The Contractor shall make up the corresponding number of workdays postponed for all areas by assisting with additional cleanup of debris usually associated with such inclement weather. No

additional compensation will be allowed the Contractor for any make up maintenance work.

**DIVISION II**  
**MISCELLANEOUS PROVISIONS**

1. **MANPOWER.**
  - a. Minimum number of 4 employees shall be detailed to this project.
  - b. Contractor shall have a quality control project manager to periodically monitor safety and conduct post project site inspections with Contracting Officer.
2. **CERTIFIED ABORIST.** A **CERTIFIED ARBORIST** shall be on-site during trimming of trees on the medians and shoulders.
3. **COMMUNICATIONS AND REPORTS.**
  - a. Regular communication between Contractor and Contracting Officer is required. Contractor shall submit checklists, signed and dated as required, to Contracting Officer for review.
  - b. As the landscape matures, some maintenance procedures will be eliminated, and others may have to be added. For example, as shrubs mature, they will require less fertilizer. Contracting Officer must approve changes to these specifications in writing.
  - c. Contractor shall provide Contracting Officer with the name and phone number of the Contractor's representative for this site. Contractor's representative shall be a person in the employ of the Contractor who manages the Contractor's activities at the site.
  - d. Contractor shall submit a detailed maintenance schedule outlining tasks and manpower at the site to Contracting Officer within two (2) weeks of contract award.
  - e. Contractor shall submit to the Contracting Officer the results of any testing or reports of inspections performed at the site within two (2) weeks of receipt of such results or reports.
4. **ILLEGAL DUMPING:** Contractor shall not remove any illegal dumping sites upon discovery. The Contracting Officer shall be contacted immediately to properly document and report the matter to the proper authorities.
5. **PUBLIC RELEASE OF INFORMATION.** There shall be no public release of information

or photographs concerning any aspect of the materials or service in relation to this contract or other documents resulting there from without the prior written approval of Contracting Officer. Contractor shall insert the substance of this paragraph in each subcontract and purchase order.

ITEMS	MONTHLY TASKS	MONTH NUMBER											
		1	2	3	4	5	6	7	8	9	10	11	12
1	Conduct walkthrough of site with a qualified horticultural expert to inspect landscaping. Submit horticultural expert's report within one week of walkthrough. The report will summarize the condition of the landscape and any pest, disease, or soil problems that are present, and recommendations for the correction thereof.	x											
2	Apply fertilizer to all landscaped areas and water sufficiently to leach fertilizers into soil. Fertilization shall be in accordance with soil test recommendations. Submit receipts to owner's authorized representative as proof of fertilizer purchase.	x			x			x				x	
3	Weeding at medians and road shoulders	x	x	x	x	x	x	x	x	x	x	x	x
4	Trash and Recycling Collection	x	x	x	x	x	x	x	x	x	x	x	x
4	Prune shrubs at road shoulders and medians including weeding	x		x		x		x		x		x	
5	Grass cutting and edging	xx	xx	xx	xx	xx	xx	xx	xx	xx	xx	xx	xx
6	Add new mulch to planters where the mulch depth has been reduced to less than 2 inches (5 cm) thick. Mulch not required where shrubs or groundcover completely hide the soil surface from view.	x					x						
7	Flush out irrigation systems as needed and check for proper operation of each valve zone.	AS REQUIRED											
8	Clean or replace plugged sprinkler nozzles. Replace plugged drip emitters.	AS REQUIRED											
9	Replace irrigation controller program back-up batteries.	AS REQUIRED											
10	Check valve and controller operation for irrigation system; repair or replace as needed.	AS REQUIRED											
11	Prune new trees for form. Prune trees only to remove dead, diseased, broken, dangerous, or crossing branches or fruits that are unsightly and/or interfere with public safety. Remove all non-structural branches below 7' in height near roads and walkways. Remove all suckers and crossing branches. <b>Consult certified Arborist.</b>		x						x				
12	Prune all palms. Prune leaves below horizontal and remove all fruits and flowers.	x			-	x					x	-	

13	Inventory all plant materials. Inventory shall include an exact count of all shrubs and trees, itemized by planting area. Replace any dead or missing plants subject to the terms of these specifications.	x																
14	Check all trees for signs for stress or disease.	x							x									
15	Submit Monthly Checklist, signed and dated as required.	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
16	Provide yearly maintenance schedule noting Guam's Department of Agriculture inspections, fertilizer, pesticide applications, trimming and pruning operations.	x																

ITEM	WEEKLY TASKS & IN ADDITION TO MONTH TASKS
1	Prune shrubs as needed to remove dead, broken, extending beyond the face of curbs or sidewalks, or are climbing building walls. Formal hedges and topiary shall be pruned to maintain uniform height and width every other month.
2	Check all shrubs and groundcover for signs of stress or disease.
3	Mow, edge, and trim lawns as required to maintain an even, well-groomed appearance twice per month.
4	Examine irrigation system for damage or malfunction.
5	Adjust watering times weekly to prevent run-off.
6	Observe valve zone for signs of damage during the irrigation season.
7	Check entire irrigation system for items such as dry spots and missing or malfunctioning irrigation components, or any other condition, which may hamper the correct operation of the system or the public's safety.
8	Submit Weekly Checklist, signed and dated as required
9	Provide weekly written log of the maintenance work performed with personnel hours and activities specifically noted for Owners review.

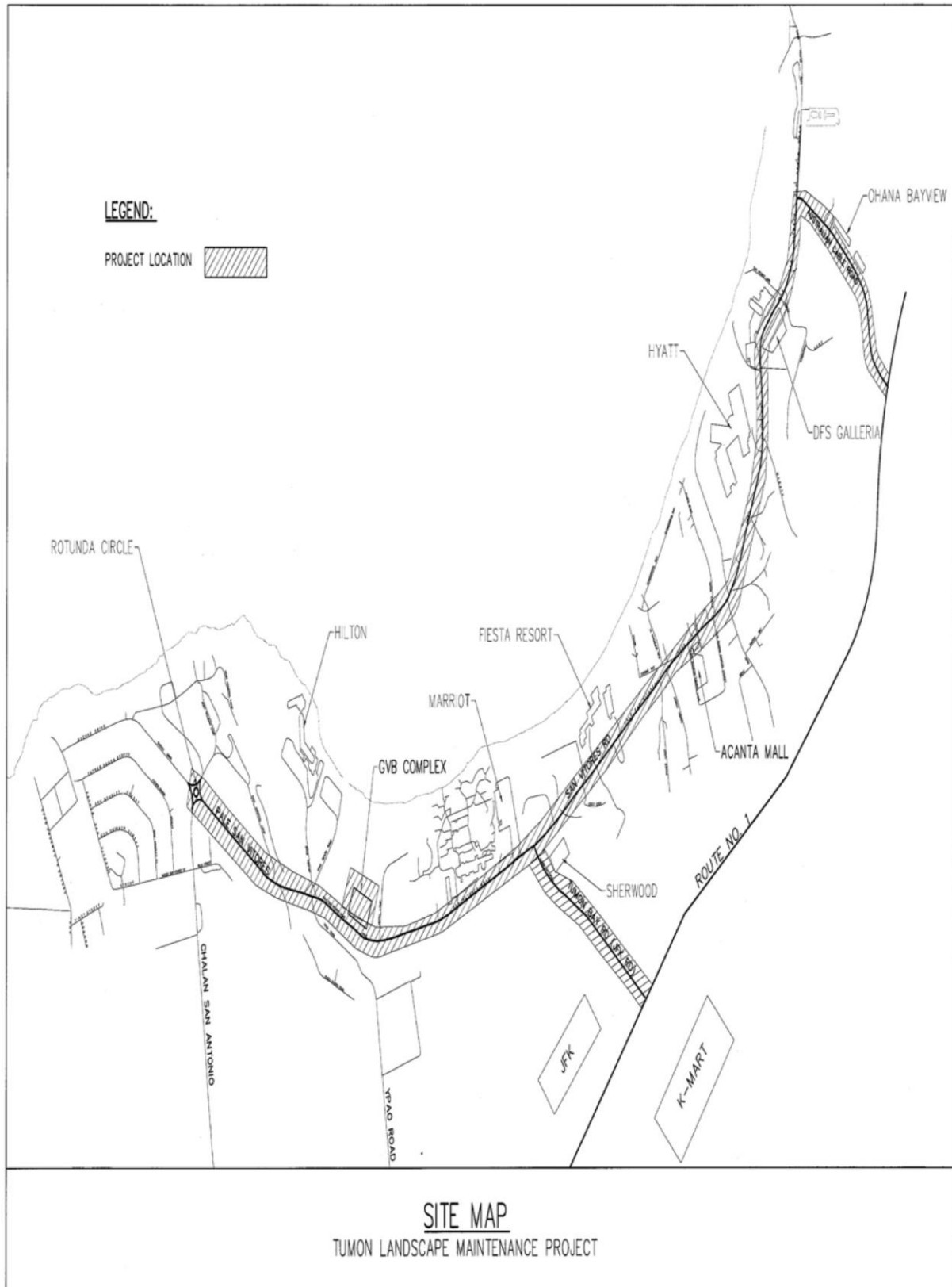
<b>PROJECT INVENTORY</b>		
<b>SITE</b>	<b>LOCATION</b>	<b>MEDIAN INVENTORY</b>
Medians (A - L)	BF Rotunda	Shrub: <b>ALLAMANDA</b>
		Trees: 5 Fan Palm; 6 Yellow Trumpet; 3 Manila
Median #1	Hafa Adai Specialists	Shrub: <b>CROTONS/ALLAMANDAS</b>
		Trees: 3 Manila Palms; 1 Fox Tail Palm
		Fixtures: None
		Water Sprinklers:
Median #2	Hilton Intersection	Shrubs: <b>MIXED SPECIES</b>
		Trees: 3 Coconut Trees 8 Pigmy Dates 3 Champagne Palms
		Fixtures:
		Water Sprinklers:
Median #3	Ypao Plaza (nearest Hilton intersection)	Shrub: <b>CROTONS</b>
		Trees: 1 Manila Palms
		Fixtures: 3 ground lights
		Water Sprinklers:
Median #4	Ypao Plaza (nearest Med #5, GVB)	Shrub: <b>CROTONS</b>
		Trees: 4 Banaba Trees
		Fixtures: 8 ground lights
		Water Sprinklers:
Median #5	GVB	Shrub: <b>CROTONS</b>
		Trees: 9 Coconut Trees
		Fixtures: 11 ground lights
		Water Sprinklers:
Median #6	Ypao Beach Intersection (Between GVB & Proa)	Shrub: <b>NONE</b>
		Trees: 13 Manila Palms 2 Plumerias
		Fixtures:
		Water Sprinklers:
Median #7	Proa Restaurant	Grass: <b>CENTIPEDE GRASS</b>
		Trees: 17 Coconut Trees
		Fixtures: 20 ground lights
		Water Sprinklers:

Median #8	Perez Apts. / Dollar-Rent-A-Car	Grass: <b>CENTIPEDE GRASS</b>
		Trees: 4 Banaba Trees
		Fixtures: 12 ground lights
		Water Sprinklers:
Median #9	Perez Apts. / PIC Garage	Grass: <b>CENTIPEDE GRASS</b>
		Trees: 3 Vitex Trees
		Fixtures: 7 ground lights
		Water Sprinklers:
Median #10	PIC	Grass: <b>CENTEPEDE GRASS</b>
		Trees: 4 Manila Palms
		Fixtures: 9 ground lights
		Water Sprinklers:
Median #11	Royal Orchid	Shrub: <b>NANASU</b>
		Trees: None
		Fixtures: 4 ground lights
Median #12	Pacific Star	Shrub: <b>IXORAS</b>
		Trees: 7 Manila Palms
		Fixtures: 8 ground lights
		Water Sprinklers:
Median #13	Fountain Plaza	Shrub: <b>IXORAS</b>
		Trees: 2 Banaba Trees
		Fixtures: 7 ground lights
		Water Sprinklers:
Median #14	Rich Rent-A-Car	Shrub: <b>IXORAS</b>
		Trees: 3 Vitex Trees
		Fixtures: 8 ground lights
		Water Sprinklers:
Median #15	Garden Villa	Shrub: <b>CROTONS</b>
		Trees: 2 Vitex Trees
		Fixtures: 5 ground lights
		Water Sprinklers:
Median #16	Fiesta Resort	Shrub: <b>IXORAS</b>
		Trees: 3 Coconut Trees
		Fixtures: 5 ground lights
		Water Sprinklers:
Median #17	GPD Koban-Matapang Beach	Shrub: <b>IXORAS</b>
		Trees: 3 Vitex Trees
		Fixtures: 11 ground lights
		Water Sprinklers:
Median #18	Holiday Resort	Shrub: <b>IXORAS</b>

		Trees: 11 Coconut Trees
		Fixtures: 12 ground lights
		Water Sprinklers:
Median #19	Japanese Restaurant	Shrub: <b>IXORAS</b>
		Trees: 1 Vitex Tree
		Fixtures: 4 ground lights
		Water Sprinklers:
Median #20	Holiday Plaza	Shrub: <b>IXORAS</b>
		Trees: 3 Flame Trees
		Fixtures: 3 ground lights
		Water Sprinklers:
Median #21	GPD Precinct @ Fujita	Shrub: <b>CROTONS</b>
		Trees: 2 Coconut Trees
		Fixtures: 7 ground lights
		Water Sprinklers:
Median #22	Burger King	Shrub: <b>CROTONS</b>
		Trees: 2 Coconut Trees
		Fixtures: 0 ground lights
		Water Sprinklers:
Median #23	Tumon Sands	Shrub: <b>IXORAS</b>
		Trees: 8 Flame Trees
		Fixtures: 9 ground lights
		Water Sprinklers:
Median #24	Hyatt	Grass: <b>CENTIPEDE GRASS</b>
		Trees: 1 Flame tree
		Fixtures: 6 ground lights
		Water Sprinklers:
Median #25	DFS (West of Bldg)	Grass: <b>CENTIPEDE GRASS</b>
		Trees: 3 Fuji Fan Palms
		Fixtures: 7 ground lights
		Water Sprinklers:
Median # 26	DFS (East of Bldg)	Grass: <b>CENTIPEDE GRASS</b>
		Trees: 1 Fuji Fan Palm
		Fixtures: 7 ground lights
		Water Sprinklers:
Median #27	Outrigger/Plaza	Grass: <b>CENTIPEDE GRASS</b>
		Trees: 2 Fan Palms
		Fixtures: 6 ground lights



		Water Sprinklers:
Median #28	Guam Reef	<b>Shrub: CROTONS</b>
		Trees: 5 Coconut Trees
		Fixtures: 5 ground lights
		Water Sprinklers:
Median #29	Circle-K (Australian Cable Road)	<b>Shrub: CROTONS</b>
		Trees: 2 Flame Trees
		Fixtures: 4 ground lights
		Water Sprinklers:
Median #30	Westin / Watabe Wedding	<b>Shrub: CROTONS</b>
		Trees: None (no room for trees)
		Fixtures: 8 ground lights
		Water Sprinklers:
Medians M & N	JFK Road	<b>Shrub: CROTONS</b>
		Trees: 10 Coconut Trees
		Fixtures: 12 ground lights
		Water Sprinklers:
Medians	Australian Cable Road	<b>Shrub: IXORAS</b>
O, P, Q, R		Trees: 14 Coconut trees, 3 Manila Palms,
		Light fixtures: 41 ground lights
		Water Sprinklers:



<b>TUMON LANDSCAPE MAINTENANCE BID SCHEDULE</b>					
<b>NO.</b>	<b>DESCRIPTION/ BID ITEMS</b>	<b>FREQUENCY (QUANTITY)</b>	<b>UNIT</b>	<b>*UNIT COST</b>	<b>*TOTAL COST</b>
<b>1.0</b>	<b>GRASS Cut, Edge &amp; Blow</b>				
	1.1 Medians (2,355 Square Yards)	2X Per Month (24X/YR)	24		
	1.2 Road Shoulders (22,100 Square Yards)	2X Per Month (24X/YR)	24		
	1.3 Blowing/Sweeping at Roadway, Turning Lanes, Sidewalk, Curb & Gutter	3X Per Week (144X/YR)	144		
<b>2.0</b>	<b>TRASH COLLECTION</b>				
	2.1 Trash (18 Bins)	6X Per Week (313X/YR)	313		
	2.2 Recycling (12 Bins)	6X Per Week (313X/YR)	313		
<b>3.0</b>	<b>SHRUBS Prune</b>				
	3.1 Medians (2,477 Linear Feet)	Every Other Month (6X/YR)	6		
	3.2 Road Shoulders (9,881 Linear Feet)	Every Other Month (6X/YR)	6		
<b>4.0</b>	<b>TREES: PALM Prune and Defruit</b>				
	4.1 Medians (112 Palm Trees)	Every 4 Months (3X/YR or As Needed)	3		
	4.2 Road Shoulders (344 Palm Trees)	Every 4 Months (3X/YR or As Needed)	3		
<b>5.0</b>	<b>TREES: NON-PALM Prune</b>				
	5.1 Medians (22 Trees)	Biannual (2X/YR or As Needed)	2		

	5.2	Road Shoulders (88 Trees)	Biannual (2X/YR or As Needed)	2		
	5.3	Flame Trees Median and Ypao Ponding Basin (18 Trees)	Every 4 Months (3X/YR or As Needed)	3		
	5.4	Maintain Tangantangan at bend entering Santos Hill from Rt. 1	1X Per Year	1		
	5.5	Maintain Tangantangan above Hilton Mural	2X Per Year	2		
<b>6.0</b>		<b>**WEEDING (Herbicide &amp; Manual)</b>				
	6.1	Medians ( 2,027 Square Yards)	1X Per Month (12X/YR)	12		
	6.2	Road Shoulders (9,881 Linear Feet)	1X Per Month (12X/YR)	12		
<b>7.0</b>		<b>**FERTILIZER APPLICATION</b>				
	7.1	Medians	4X/YR or As Needed	4		
	7.2	Road Shoulders	4X/YR or As Needed	4		
<b>8.0</b>		<b>***IRRIGATION SYSTEM</b>	<b>As Required Contingent Sum</b>	N/A	<b>\$10,000.00</b>	<b>\$10,000.00</b>
	8.1	Labor Rate for Repair Technician Note: Labor will be paid on an hourly basis as required.	Supervisor: \$ _____ Labor: \$ _____	N/A		
	8.2	Equipment Rate Note: Equipment will be paid on an hourly basis as required.	Handheld Equipment: \$ _____ Heavy Equipment: \$ _____	N/A		
	8.3	Material Cost Note: Materials shall be paid at cost upon submission of official receipt plus 35% mark-up		N/A		

<b>9.0</b>		<b>***SOIL ANALYSIS determination of existing topsoil quality at all medians</b>	<b>As Required Contingent Sum</b>	N/A	<b>\$3,000.00</b>	<b>\$3,000.00</b>
<b>10.0</b>		<b>MISCELLANEOUS: repair and/or replacement of landscape items</b>	<b>As Required Contingent Sum</b>	N/A	<b>\$25,000.00</b>	<b>\$25,000.00</b>
<b>11.0</b>		<b>ROTUNDA</b>				
	11.1	Grass Cutting (7,410 Square Yards)	2X Per Month (24X/YR)	24		
	11.2	Weeding (Manual) (1,872 Linear Feet)	1X Per Month (12X/YR)	12		
	11.3	Trimming of Shrubs (1,872 Linear Feet)	Every Other Month (6X/YR)	6		
	11.4	Mulching	Biannual (2X/YR)	2		
	11.5	Fertilizer Application	4X Per Year (4X/YR or As Needed)	2		
	11.6	Herbicide easement (Mandell Property)	1X Per Month (12X/YR)	12		
<b>12.0</b>		<b>YPAO MEDIANS</b>				
	12.1	Grass Cutting (182 Square Yards)	2X Per Month (24X/YR)	96		
	12.2	Prune Palms (13 Manila Palms)	Every 4 Months (3X/YR or As Needed)	3		
	12.3	Prune Trees (2 Plumeria)	Biannual (2X/YR or As Needed)	2		
<b>13.0</b>		<b>GVB GROUNDS</b>				
	13.1	Grass Cutting	2X Per Month (24X/YR)	96		
	13.2	Prune Shrubs	Every Other Month (6X/YR)	6		
	13.3	Prune Bougainvillea	Every Month (12X/YR)	12		
	13.4	Coconuts: Prune & Defruit	Every 4 Months (3X/YR or As Needed)	3		
	13.5	Prune Plumeria	Biannual (2X/YR or As Needed)	2		

	13.6	Blowing/Sweeping; Parking Lots & Sidewalks	2X Per Week (96X/YR)	96		
			<b>Total Bid</b>	\$	<b>_____ .00</b>	

\* Unit & Total Cost in the Bid Schedule shall include ALL contractor mark-ups and GRT.

\*\* Contact Inspector prior to application of fertilizer and/or herbicide

\*\*\*The Contingent Sums shall be included in the Total Bid Price. No work shall commence and be charged to these Contingent Sums unless authorized in writing by GVB's General Manager or an authorized representative.

\*\*\*Contractor to fill in hourly labor and equipment rates based on industry standards, including markup. Material shall be paid at cost plus 35% mark-up.