

**INVITATION FOR BID**

**ISLAND ROAD MAINTENANCE**

**GVB IFB 2019-003**

GUAM VISITORS BUREAU INVITATION FOR BID	
IFB Number: <u>GVB IFB 2019-003</u>	IFB Title: INVITATION FOR BID for ISLAND ROAD MAINTENANCE
IFB Due Date and Time: <b>September 6, 2019; 3:00 p.m.</b>	Number of Pages: 58; inclusive of all required documents; also in the USB Drive folder and downloadable online at <a href="http://www.guamvisitorsbureau.com">www.guamvisitorsbureau.com</a>
ISSUING AGENCY INFORMATION	
GUAM VISITORS BUREAU	Issue Date: <b>August 15, 2019</b>
Pilar Laguaña President & 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>  Pilar Laguaña President & CEO Guam Visitors Bureau 401 Pale San Vitores Road Tumon, Guam 96913	Mark Face of Envelope/Package: ISLAND ROAD MAINTENANCE IFB Number: GVB IFB 2019-003 IFB Due Date: <b>September 6, 2019; 3:00 p.m.</b> Special Instructions:  Please read and comply with the requirements in Section II: 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.** 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**

**ISLAND ROAD MAINTENANCE**  
**GVB IFB 2019-003**

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

August 15, 2019 (Thu)	Bid Documents (USB format) available at GVB office or via the GVB website
August 23, 2019 (Fri); 9:00 a.m.	Pre-Bid Conference; GVB Main Conference Room.
August 27, 2019; 5:00 p.m.	Deadline to submit written questions
August 29, 2019; 5:00 p.m.	GVB Response to Questions
September 6, 2019; 3:00 pm	Deadline to submit bids; IFB bid opening

The **Invitation for Bid** package 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 Pre-Bid Conference is scheduled for Friday, August 23, 2019 at 9:00 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 2019-003 ISLAND ROAD 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. and all bids will be opened at 3:15 p.m. (Chamorro Standard Time) on Friday, September 6, 2019.** Award will be announced after verification of bid.

/s/ **PILAR LAGUAÑA**  
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 **ISLAND ROAD MAINTENANCE** project as generally described in the Technical Specifications.

**2. PRE-BID CONFERENCE**

There is a pre-bid conference scheduled for Friday, August 23, 2019 at 9:00 a.m. in the GVB Conference Room.

**3. QUESTIONS AND INTERPRETATIONS**

Documents forming the contract are complementary and unitary and what is called for by one shall be as binding as if it were called by all and are intended to include all details of labor and material reasonably necessary for proper execution of the work. Questions concerning the Bid Documents shall be submitted in writing, via hand delivery, email to [procurement@visitguam.org](mailto:procurement@visitguam.org) or fax at (671) 646-8861, to the President & CEO. Replies will be issued to all bidders of record to the solicitation. Questions must be received at GVB no later than 5:00 p.m. on August 27, 2019.

**4. SEALED BIDS**

All bids for this project shall be enclosed in a sealed envelope marked "Bid Proposal for the ISLAND ROAD MAINTENANCE" project and shall be submitted at the place and time indicated on page 2 of the Invitation for Bid. A second sealed envelope marked "BID PRICE" and containing the bid schedule, bid bond and bid form shall also be included in the proposal package.

**5. BID PACKAGE SUBMITTAL ITEMS**

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

- a. Business/Contractor's License
- b. Completed Affidavits/Forms:
  1. Disclosure of Ownership and Commissions
  2. Non-Collusion
  3. No Gratuities or Kickbacks
  4. Ethical Standards
  5. Contingent Fees
  6. Restriction Against Contractors Employing Convicted Sex Offenders from working at GovGuam Venues.
  7. Compliance with U.S. DOL Wage Determination
- f. Equipment Data
- g. Staff Organizational Chart
- h. Project Reference List
- i. Past Performance Questionnaire

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 therefor. 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.

Bidder shall send the Past Performance Questionnaire to those companies in their project reference list. Each reference will be asked to complete and send their confidential response directly to [procurement@visitguam.org](mailto:procurement@visitguam.org) and will be included as part of the bidder's submission during administrative review.

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

Bids and modifications or withdrawals thereof received at GVB after the exact time set for opening of bids will not be accepted. Bids may be withdrawn by written request received from bidders prior to the time set for opening bids.

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

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

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

**8. BID GUARANTEE**

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

Such bid bond or check shall serve to guarantee:

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

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

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

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

9. **ALL OR NONE BIDS**

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

10. **METHOD OF AWARD**

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

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

11. **LIQUIDATED DAMAGES**

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

12. **BID SECURITY**

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

13. **STATUTORY REQUIREMENTS**



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

**14. NOTICE OF LOCAL PREFERENCE**

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

**15. NOTICE REGARDING SERVICE-DISABLED VETERANS**

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

**16. REPRESENTATION REGARDING GRATUITIES AND KICKBACKS**

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

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

**17. PROHIBITION AGAINST CONTINGENT FEES**

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

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

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

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

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

19. **DISCLOSURE OF MAJOR SHAREHOLDERS AFFIDAVIT**

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

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

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

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

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

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

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

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

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

working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.

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

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

**23. WAGE AND BENEFIT DETERMINATION**

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

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

**24. ACKNOWLEDGEMENT OF RECEIPT OF AMENDMENTS**

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

**25. CONTRACT TERM**

The contract shall begin on October 1, 2019 and end on September 30, 2020. GVB reserves the option to renew the Agreement after completion of the initial term for up to an additional two (2) years, in one-year increments, subject to the agreement of both parties and availability of funds for each fiscal year.

**SECTION III GENERAL PROVISIONS**

**1. DEFINITIONS**

- a. The term “GVB” as used herein shall mean the Guam Visitors Bureau.
- b. The term “Contracting Officer” as used herein shall mean the President & 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 includes working after hours and on weekends, as required in the Technical Specifications, Division 1, Section B – Project Schedule, Item No. 1.

**10. FEES AND CHARGES**

Contractor shall obtain and pay all fees and charges for connections to outside services and for the use of property outside of the work site.

**11. FEDERAL AND TERRITORY OF GUAM TAXES**

Except as may be otherwise provided in this Contract, the Contract price includes all applicable Federal and local taxes and duties.

**12. ACCIDENT PREVENTION – PUBLIC SAFETY**

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

**13. DISPUTES CONCERNING LABOR STANDARDS**

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

**14. NONCOMPLIANCE WITH CONTRACT REQUIREMENTS**

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

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

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

- a. Automobile liability insurance in an amount not less than \$500,000 Combined Single Limit (CSL) for bodily injury or death per person and for damages to property

for each occurrence.

- b. Comprehensive general liability insurance with minimum limits of \$1,000,000 Combined Single Limit (CSL) for bodily injury or death and for property damage per occurrence.
- c. Workmen's Compensation. Contractor shall take out adequate workmen's compensation insurance for all of the employees who will be engaged in work at the site of the project and in case any part of such Contractor's contract is sublet, the Contractor will require his subcontractor's employees who will be so engaged, unless the latter's employees are protected by the principal contractor's insurance.

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

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

All of the insurance policy or policies herein prescribed shall be procured and maintained at no cost to the GVB and shall have the GVB named as additional insured; provided that, where the GVB may not be named as an insured under the rules applicable to any policy or policies, the Contractor shall procure and maintain at no expense to the GVB contractor's protective insurance providing the GVB with the same coverage's and limits of liability as are required herein for the Contractor. A copy of such policy or policies shall be furnished to the GVB at the time prescribed in the contract documents. Such policy or policies shall contain an endorsement to the effect that the insuring company will notify GVB thirty (30) days prior to the effective date of any cancellation of such policy or policies or any change in their provisions.

**16. LIQUIDATED DAMAGES**

In lieu of any other provision regarding liquidated damages it shall be mutually agreed and understood by and between the parties to this contract that time and strict adherence to the work requirements shall be of essence to the contract unless otherwise directed by the Contracting Officer.

In case of failure on the part of the Contractor to complete required services within the time agreed upon and in accordance with the specified work requirements, it is agreed that the damages being impossible of definite ascertainment, that liquidated damages shall be fixed at the sum of 15% of the work item dollar amount which was performed late, as determined by the Contracting Officer and acknowledged by the Contractor in Section IV (Bid Proposal) of this Invitation for Bid. Any work item not performed and not able to be made up will be deducted from the contract by prorating as determined by the Contracting Officer.

**\*\* INTENTIONALLY LEFT BLANK \*\***

**SECTION IV**

**BID PROPOSAL**

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

To: GVB

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

**ISLAND ROAD MAINTENANCE**

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

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

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

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

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

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





RESPECTFULLY SUBMITTED BY:

---

(CONTRACTOR)

---

(BY)

---

(TITLE)

---

(BUSINESS ADDRESS)

---

**SECTION V**

**BID FORM**

**PROJECT: ISLAND ROAD MAINTENANCE**

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

Dear Madam:

The undersigned bidder, having examined all pertinent Contract Documents relating to Invitation for Bid Number IFB 2019-003, 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 **ISLAND ROAD 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 re Non-Collusion
- 2: Affidavit re Major Shareholder Disclosure
- 3: Affidavit re Special Provisions

**AFFIDAVIT re NON-COLLUSION**

RFP No. GVB RFP 2019-003

Type of Service Being Offered: \_\_\_\_\_

Name of Offeror (Firm or Individual): \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS.  
 CITY OF \_\_\_\_\_ )

\_\_\_\_\_ being first duly sworn,  
 deposes and says:

That he/she is \_\_\_\_\_ ( the respondent, a partner of the respondent, an officer of the respondent) making the foregoing identified bid or proposal; that such bid or proposal is genuine and not collusive or a sham; that said respondent has not colluded, conspired, connived or agreed, directly or indirectly, with any other respondent or person, to put in a sham proposal or to refrain from making an offer, and 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 respondent or of any other respondent, or to fix any overhead, profit or cost element of said proposal price of respondent or of that of any other respondent, or to secure any advantage against the Government of Guam or any other respondent, or to secure any advantage against the Government of Guam or any person interested in the proposed contract; and that all statements in this affidavit and proposal are true.

\_\_\_\_\_  
 Signature of individual if Offeror is a sole Proprietorship;  
 Partner, if the Offeror is a Partnership; Officer, if the  
 Offeror is a Corporation.

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

**THIS AFFIDAVIT MUST BE COMPLETED AND RETURNED IN THE ENVELOPE  
 CONTAINING THE BID PROPOSAL.**

**AFFIDAVIT re MAJOR SHAREHOLDER DISCLOSURE**

RFP No. GVB RFP 2019-003

Name of Offeror (Firm or Individual): \_\_\_\_\_

STATE OF \_\_\_\_\_ )

)

SS.

CITY OF \_\_\_\_\_ )

1. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the undersigned and that

[*please check one*]:

[ ] The respondent is an individual or sole proprietor and owns the entire interest in the Offeror's company.

[ ] The respondent is a corporation, partnership, joint venture, or association, and the persons, companies, partners, or joint ventures that have held more than 10% of the shares or interest in the Offeror's business for the twelve months preceding the submission of this proposal are as follows [*if none, please so state*]:

<u>Name</u>	<u>Address</u>	<u>% of Shares of Interest Held</u>
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2. 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>
-------------	----------------	---------------------

3. 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 to personally to update the disclosure required by 5 GCA § 5233 by delivering another affidavit to the government.

\_\_\_\_\_  
Signature of individual if Offeror is a sole Proprietorship; Partner, if the Offeror is a Partnership; Officer, if the Offeror is a Corporation.

**SUBSCRIBED AND SWORN** to before me this \_\_ day of \_\_\_\_\_, 2019.

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

**THIS AFFIDAVIT MUST BE COMPLETED AND RETURNED IN THE ENVELOPE  
CONTAINING THE BID PROPOSAL.**



## **AFFIDAVIT re SPECIAL PROVISIONS**

If a contract for services is awarded to the bidder or Offeror, then the service provider must warranty that they will comply with the following Procurement laws and regulations identified in items #16-#21 of Section II of the IFB:

1. The Offeror should be familiar with federal and local laws, codes, ordinances, and regulations, which, in any manner, affect those engaged or employed in the work, or the material or equipment used in or upon the site, or in any way affect the conduct of the work. No misunderstanding or ignorance on the part of the Offeror will in any way serve to modify the provision of the contract.

2. **Prohibition Against Gratuities and Kickbacks**

The Offeror duly represents that he or she has not violated, is not violating, and will not violate the prohibition against gratuities and kickbacks set forth in the Guam procurement law as follows (2 G.A.R., Div. 4, Chap. 11, §11107(3)) :

*It is a breach of ethical standards for any person to offer, give, or agree to give any government employee or former government employee, or for any government employee or former government 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 therefore. Further, 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 of the award of a subcontract or order.*

3. **Ethical Standards**

The Offerors shall duly represents that he, she, they or 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 the Guam procurement laws and regulations pertaining to ethics in public contracting. (2 G.A.R., Div. 4, Chap. 11, §11103(b))

4. **Covenant Against Contingent Fees**

The Offeror warrants that no person was retained for a commission, percentage, brokerage, or contingent fee to solicit or secure any resultant contract upon agreement. Breach of this warranty shall give [Entity Name] the right to terminate the contractor, or at its discretion to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commission payable by contractors upon contracts or sales secured or made through *bona fide* established commercial or selling agencies maintained by the contractor for the purpose of securing business. (2 G.A.R., Div. 4, Chap. 11, §11108(f) and (h))

5. **Wage Determination Established and Benefits**

The Offeror has read and understand the provisions of 5 GCA §5801 and §5802, which read:

- a. §5801. Wage Determination Established.
    - i. 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.
  - 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.
  - c. §5802. Benefits.
    - i. 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.
  - d. That the Offeror is in full compliance with 5 GCA §5801 and §5802, as may be applicable to the procurement referenced herein;
  - e. That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. [*INSTRUCTIONS-Please attach Appendix D*]
6. **Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues.** (§5253 of Title 5 Guam Code Annotated)
- a. 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.
  - b. All contracts for services to agencies listed herein shall include the following provisions: (1) warranties 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.

- c. Duties of the General Services Agency or Procurement Administrators. All contracts, bids, or Requests for Proposals shall state all the conditions in §5253(b).
- d. Any contractor found in violation of §5253(b), after notice from the contracting authority of such violation, shall, within twenty-four (24) hours, take corrective action and shall report such action to the contracting authority. Failure to take corrective action within the stipulated period may result in the temporary suspension of the contract at the discretion of the contracting authority.”

\_\_\_\_\_  
Signature of individual if Offeror is a sole Proprietorship; Partner, if the Offeror is a Partnership; Officer, if the Offeror is a Corporation.

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

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

**THIS AFFIDAVIT MUST BE COMPLETED AND RETURNED IN THE ENVELOPE  
CONTAINING THE BID PROPOSAL.**

**SECTION VIII AUTHORIZED CONTACT**

AUTHORIZED CONTACT FOR CONTRACT

IFB NUMBER: GVB IFB 2019-003

NAME	
TITLE	
COMPANY	
MAILING ADDRESS	
TELEPHONE NUMBER	
FACSIMILE NUMBER	
EMAIL	

## APPENDIX A

### TECHNICAL SPECIFICATIONS

#### DIVISION I ISLAND ROAD MAINTENANCE

#### SECTION A General

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

1. Contractor shall obtain a Highway Encroachment Permit as mandated by Department of Public Works.
2. 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.
3. All portions of existing grounds, curbs, pavement, sidewalks and other government property damaged or destroyed in any way during performance of the work under this contract, shall be repaired in kind, or in a manner approved by GVB, to match existing or adjoining conditions at the contractor's expense. This includes repair of ruts or damage to grass areas caused by the contractor's equipment. Such areas shall be filled to the surrounding level with topsoil and seeded with grass.
4. Contractors will be required to submit monthly scheduling so that timely adjustments can be made in case of special events and festivities.
5. The Contractor shall have resources available to immediately correct any discrepancies noted by the Contracting Officer during inspections.
6. 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 B Work Requirements

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

1. **Develop a Schedule for Services and Safety Plan:**
  - a. Provide "Signs" and cones to alert motorists and pedestrians of Grass Cutting/ Maintenance Work, as mandated by Department of Public Works, Highway Encroachment Permit.
  - b. Contractor shall ensure protective measures are used to prevent flying debris from damaging or injuring pedestrians, automobiles, structures, and other valuable items.
  - c. Contractor shall be responsible for the safety of their workers and the public.
2. **Grass Cutting/Mowing:**
  - a. Maintenance of Roadways with Paved and Unpaved Shoulders.
    - i. Remove trash and debris before commencing to mow. Remove weeds/grass growing on pavement. Mowing shall mean that grass, weeds and other vegetation shall be cut evenly up to 10 feet from edge of pavement or edge of paved or unpaved shoulders. Grass, weeds and other vegetation along fences, guardrails, sign posts, utility poles and trees, shall be cut and trimmed to a height of 1" to 1-1/2" using portable hand mowers, powered mechanical vertical cutters, sickles, edger and other methods. All overhanging vegetation shall be trimmed in accordance with the American National Standard Institute (ANSI) A300 (Part 1) standards for proper tree care and pruning and as specified in the Bid Schedule.
  - b. Maintain raised Medians and Plant Strips
    - i. Mowing/Cutting shall be accomplished in all roadway-raised medians and sidewalk planting strips. Mowing or cutting shall mean that grass, weeds and other vegetation shall be cut evenly up to the vertical edge of all curbs, sidewalks, driveways, concrete slabs, poles, trees, cultivated areas and any permanently fixed objects within the designated mowing area.

- ii. Grass, weeds and other vegetation along fences, guardrails, sign posts and trees including grass between hedges and plants which are not readily accessible to mowing shall be cut and trimmed to a height of 1 inch to 1-1/2 inches using portable hand mowers, powered mechanical vertical cutters, sickles, edger, and other acceptable methods.
  - iii. Fallen palm fronds, litter and debris/trash from areas to be mowed shall be removed and properly disposed of prior to mowing so that all areas shall be uniformly mowed.
  - iv. The cutting edge of all mowing equipment shall be kept sharp; bruising or rough cutting of grass is prohibited. All equipment shall be equipped with satisfactory safety devices. During wet periods, proper equipment to perform mowing shall be utilized in order to avoid ruts and damage to the grounds.
- c. Contractor is required to remove weed vines on fences situated along contracted routes.
  - d. Grass clippings and debris as a result of mowing shall be raked/removed and disposed after each workday.
  - e. Mowing is to be done two times per month. The Contractor shall have a minimum two-week period between mowing's unless extenuating circumstances prevent this. In such case, Contractor shall notify GVB so the schedule can be adjusted.
- 3. Trash Collection:**
- a. Trash and debris collection shall be accomplished in all roadway-raised medians, sidewalk planting strips and 10 feet from the edge of paved or unpaved shoulders or up to private property boundary.
  - b. Contractor is not responsible for removal of dead animals or appliances found within the roadway or the 10' boundary from the paved roadways, however, they are required to report these conditions to GVB who will then notify appropriate agency or village Mayor.
  - c. 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 of the proper authorities.
  - d. Contractor shall be responsible for all Disposal Fees.
  - e. Trash collection on both roadway-raised medians and shoulders shall be done twice per month.

**4. Edging of Shoulders, Medians and Planting Strips:**

- a. Involves cutting and removing a narrow strip of grass turf within 1” to 2” along the edges of curbs, sidewalks, driveways and similar paved area on roadway medians and planting strips. In no case shall the strip depth of removed sod exceed 1”. Edging is to be accomplished in a manner that is free of scalping, rutting, bruising, and uneven and rough cutting. All debris resulting from the performance of edging shall be removed and disposed of at approved dump facilities away from the work site at the end of each workday.
- b. Edging is to be done six times per year. The Contractor shall have an approximate one-month period between edgings.

**5. Scraping of Medians, Curbs and Sidewalks, Including Gutters:**

- a. Medians, curbs and sidewalks must be free of growing weeds, soil, stones, litter and freshly cut grass. This includes scraping of weeds/grass that grows in concrete construction joints.
- b. Contractor is responsible for removing debris/litter and any growth on or surrounding gutters (along curb side) to allow for proper drainage.
- c. The contractor is allowed to use chemical seed killer provided said chemicals are in compliance with EPA standards. In addition, the contractor must obtain all necessary permits and clearances for use of such chemicals.
- d. Scraping to be done six times per year.

**6. Disposal:**

- a. **SOLID WASTE COLLECTION PERMIT:** The Contractor shall obtain a Solid Waste Permit from the Guam Environmental Protection Agency (GEPA) prior to disposing of solid waste (collected debris, trash, seaweed, etc.).
- b. **GEPA-APPROVED DISPOSAL AREA:** Solid waste shall be disposed of properly at a GEPA-approved disposal area in accordance with local laws. Tipping fees for disposal are the responsibility of the Contractor. No additional compensation will be given.
- c. **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.

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

### 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 so 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 clean-up of debris usually associated with such inclement weather. No additional compensation will be allowed the Contractor for any make up maintenance work.

### SECTION D Post-Disaster Clean-Up

(A disaster is defined to include natural disasters, such as a storm, typhoon, tsunami, or earthquake).

As requested by the GVB, Contractor will provide a written estimate of costs for expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all eligible disaster-generated debris. Contractor will provide post-disaster clean-up services upon prior written approval of its estimated costs by the GVB, must provide pre and post photo evidence of all clean-up activities and subject to the availability of funds. Said funding is not contingent upon a declaration of emergency or eligibility for relief efforts by the Federal Emergency Management Agency.

## DIVISION II MISCELLANEOUS PROVISIONS

1. MANPOWER:
  - a. Contractor shall have a designated quality control project manager to periodically monitor safety and conduct post project site inspections with Contracting Officer.

2. 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. Contractor shall submit a detailed maintenance schedule outlining tasks and manpower at the site of Contracting Officer within two (2) weeks of receipt of such results or reports.
3. PUBLIC RELEASE OF INFORMATION: There shall be no public release of information or photographs concerning any aspect of the materials or service in relation to this contract or other documents resulting therefrom without the prior written approval of the Contracting Officer. The Contractor shall insert the substance of this paragraph in each subcontract and purchase order.

**\*\*\* END OF TECHNICAL SPECIFICATIONS \*\*\***

**APPENDIX B**

<b>NORTHERN &amp; SOUTHERN BID SCHEDULE</b>						
<b>ROUTE NO.</b>	<b>ROAD NAME, BOUNDARIES OF WORK, &amp; LENGTH</b>	<b>WORK DESCRIPTION</b>	<b>FREQUENCY</b>	<b>UNIT COST PER FREQUENCY</b>	<b>TOTAL COST</b>	<b>REMARKS</b>
<b>Route 1</b>	<b>Marine Corps Drive (From Guam Co-Op traffic Light to Rt 1/Rt 2A Naval Station Gate)  Length = 14 Miles</b>	<b>1. Collection &amp; disposal of trash, debris including cigarette at road medians &amp; shoulders prior to grass cutting (2X per month)</b>	2X Per Month	\$ _____	\$ _____	Include 1 median at corner of Airport Road and all medians at the corner of route 11
		<b>2. Grass cutting &amp; edging and removal &amp; disposal of grass clippings</b>	2X Per Month	\$ _____	\$ _____	Include 1 median at corner of Airport Road and all medians at the corner of route 11
		<b>3. Scraping/removal of soil, grass &amp; dirt at curbs &amp; gutters on road medians and shoulders</b>	6X Per Year	\$ _____	\$ _____	
		<b>4. Edging (involves cutting &amp; removing) a narrow strip of grass turf within 1" to 2" along the edges of curbs, sidewalks, driveways, and similar paved areas on roadway medians and planting strips</b>	6X Per Year	\$ _____	\$ _____	
		<b>5. Trimming roadside overhanging vegetation and trees within 10 feet from the edge of the road and up to 12 feet high including</b>	2X Per Year	\$ _____	\$ _____	

ROUTE NO.	ROAD NAME, BOUNDARIES OF WORK, & LENGTH	WORK DESCRIPTION	FREQUENCY	UNIT COST PER FREQUENCY	TOTAL COST	REMARKS
		removal of vines at chain link fences.				
2A	(From Route 1 to Routes 2A & 2 junction)  Length = 1.60 Miles	1. Collection & disposal of trash, debris at road shoulders prior to grass cutting	2X Per Month	\$_____	\$_____	East side only from Rt 2A to the entrance of Rt 2.
		2. Grass cutting & edging and removal & disposal of grass clippings	2X Per Month	\$_____	\$_____	East side only from Rt 2A to the entrance of Rt 2.
		3. Edging (involves cutting & removing) a narrow strip of grass turf within 1" to 2" along the edges of curbs, sidewalks, driveways, and similar paved areas on roadway medians/planting strips	6X Per Year	\$_____	\$_____	East side only from Rt 2A to the entrance of Rt 2..
		4. Trimming of roadside overhanging vegetation and trees within 10 feet from the edge of the road and up to 12 feet high	2X Per Year	\$_____	\$_____	East side only from Rt 2A to the entrance of Rt 2.
ROUTE NO.	ROAD NAME, BOUNDARIES OF WORK, & LENGTH	WORK DESCRIPTION	FREQUENCY	UNIT COST PER FREQUENCY	TOTAL COST	REMARKS
		1. Collection & disposal of trash, debris at road	2X Per Month	\$_____	\$_____	

2	(From Routes 2A & 2 junction to Cetti Bay Overlook)  Length =6.30 Miles	shoulders prior to grass cutting				
		2. Grass cutting & edging and removal & disposal of grass clippings	2X Per Month	\$ _____	\$ _____	
		3. Edging (involves cutting & removing) a narrow strip of grass turf within 1" to 2" along the edges of curbs, sidewalks, driveways, and similar paved areas on roadway medians/planting strips	6X Per Year	\$ _____	\$ _____	
		4. Trimming of hedges and shrubs and roadside overhanging vegetation and trees within 10 feet from the edge of the road and up to 12 feet high	2X Per Year	\$ _____	\$ _____	
ROUTE NO.	ROAD NAME, BOUNDARIES OF WORK, & LENGTH	WORK DESCRIPTION	FREQUENCY	UNIT COST PER FREQUENCY	TOTAL COST	REMARKS
4	(From Route 1 to Chalan Laman)  Length = 14.10	1. Collection & disposal of trash, debris including cigarette butts at road medians & shoulders prior to grass cutting.	2X Per Month	\$ _____	\$ _____	
		2. Grass cutting & edging and removal & disposal of grass clippings	2X Per Month	\$ _____	\$ _____	

		3. Scraping/removal of soil, dirt, grass at curbs & gutters on medians & shoulders (From Route 1 to Yona)	6X Per Year	\$_____	\$_____	
		4. Edging (involves cutting & removing) a narrow strip of grass turf within 1" to 2" along the edges of curbs, sidewalks, driveways, and similar paved areas on roadway medians and planting strips	6X Per Year	\$_____	\$_____	
		5. Trimming of roadside overhanging vegetation and trees within 10 feet from the edge of the road and up to 12 feet high	2X Per Year	\$_____	\$_____	
ROUTE NO.	ROAD NAME, BOUNDARIES OF WORK, & LENGTH	WORK DESCRIPTION	FREQUENCY	UNIT COST PER FREQUENCY	TOTAL COST	REMARKS
8	<p>(From Route 1 to Tri-Intersection)</p> <p>Length = 3.15 Miles</p> <p>Do not maintain area from Calvo's compound to the tri intersection.</p>	1. Collection & disposal of trash, debris including cigarette butts at road medians & shoulders prior to grass cutting.	2X Per Month	\$_____	\$_____	
		2. Grass cutting & edging and removal & disposal of grass clippings	2X Per Month	\$_____	\$_____	
		3. Scraping/removal of soil, dirt, grass at curbs & gutters on road medians & shoulders	6X Per Year	\$_____	\$_____	

		4. Edging (involves cutting & removing) a narrow strip of grass turf within 1" to 2" along the edges of curbs, sidewalks, driveways, and similar paved areas on roadway medians and planting strips	6X Per Year	\$ _____	\$ _____	
		5. Trimming of roadside overhanging vegetation and trees within 10 feet from the edge of the road and up to 12 feet high	2X Per Year	\$ _____	\$ _____	
ROUTE NO.	ROAD NAME, BOUNDARIES OF WORK, & LENGTH	WORK DESCRIPTION	FREQUENCY	UNIT COST PER FREQUENCY	TOTAL COST	REMARKS
14	<b>Chalan San Antonio Road (From Route 1 to Rotunda including the road from Route 1 to Tamuning Post Office)</b>  <b>Length = 1.30 Miles</b>  <b>MEDIANS ONLY</b>	1. Collection & disposal of trash, debris including cigarette butts at road medians & shoulders prior to grass cutting.	2X Per Month	\$ _____	\$ _____	
		2. Grass cutting & edging and removal & disposal of grass clippings	2X Per Month	\$ _____	\$ _____	
		3. Scraping/removal of soil, dirt, grass at curbs & gutters on road medians and shoulders	6X Per Year	\$ _____	\$ _____	

ROUTE NO.	ROAD NAME, BOUNDARIES OF WORK, & LENGTH	WORK DESCRIPTION	FREQUENCY	UNIT COST PER FREQUENCY	TOTAL COST	REMARKS
		4. Edging (involves cutting & removing) a narrow strip of grass turf within 1" to 2" along the edges of curbs, sidewalks, driveways, and similar paved areas on roadway medians and planting strips	6X Per Year	\$ _____	\$ _____	
16	<b>Army Corps Drive</b> <b>(From Route 1 to Harmon McDonald's)</b>  <b>Length = 1.0 Miles</b>  <b>MEDIANS ONLY</b>	1. Collection & disposal of trash, debris at road medians & shoulders prior to grass cutting.	2X Per Month	\$ _____	\$ _____	
		2. Grass cutting & edging and removal & disposal of grass clippings	2X Per Month	\$ _____	\$ _____	
		3. Scraping/removal of soil, dirt, grass at curbs & gutters on road medians & shoulders	6X Per Year	\$ _____	\$ _____	
		4. Edging (involves cutting & removing) a narrow strip of grass turf within 1" to 2" along the edges of curbs, sidewalks, driveways, and similar paved areas on roadway medians and planting strips	6X Per Year	\$ _____	\$ _____	
		5. Trimming of roadside overhanging vegetation and trees within 10 feet from the edge of the road and up to 12 feet	2X Per Year	\$ _____	\$ _____	

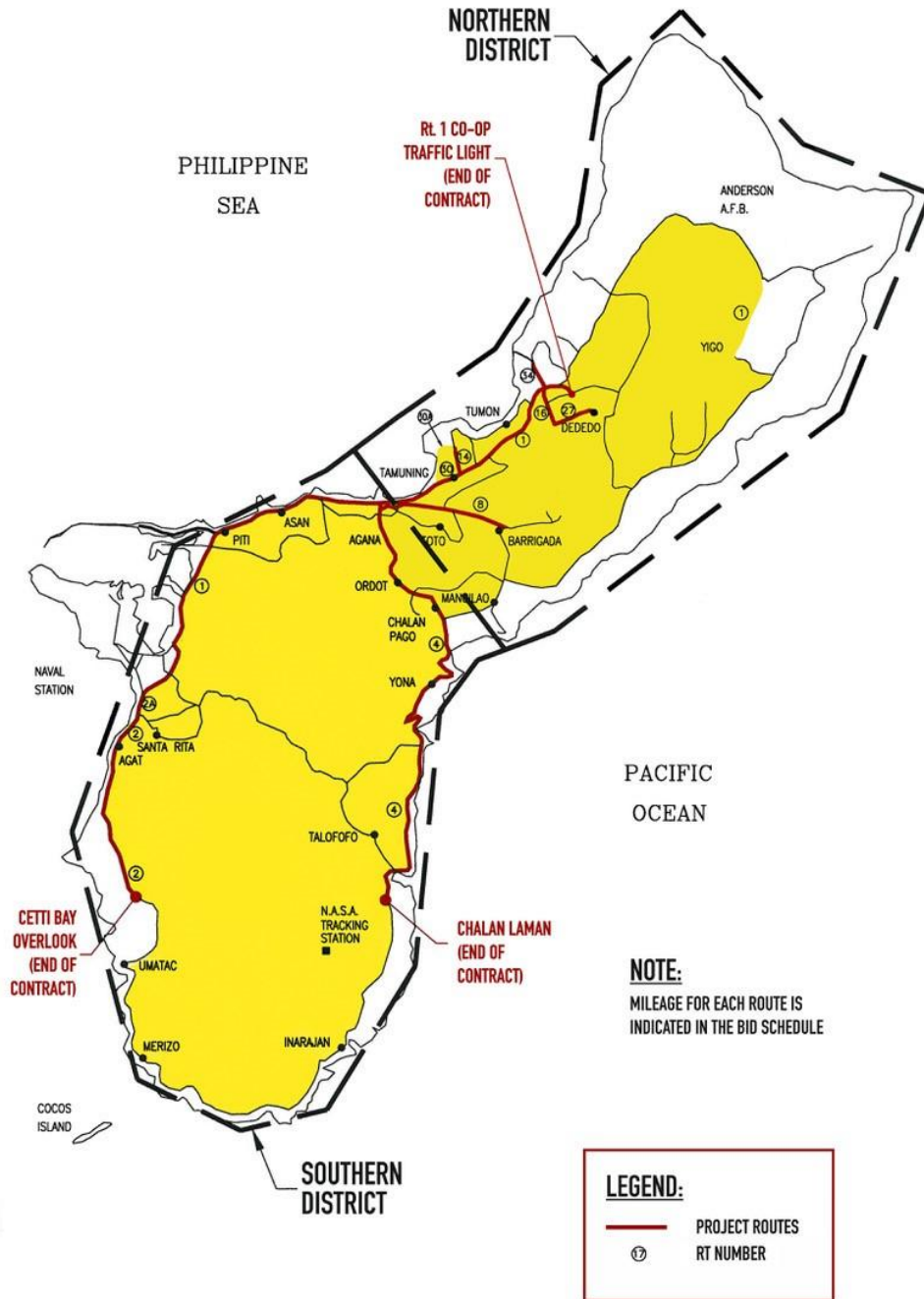


ROUTE NO.	ROAD NAME, BOUNDARIES OF WORK, & LENGTH	WORK DESCRIPTION	FREQUENCY	UNIT COST PER FREQUENCY	TOTAL COST	REMARKS
		high including removal of vines at chain link fences				
27	<b>Harmon Loop Road (From Route 16 to Route 1 )</b>  <b>Length = 1.10 Miles</b>  <b>MEDIANS ONLY</b>	1. Collection & disposal of trash, debris at road shoulders prior to grass cutting.	2X Per Month	\$ _____	\$ _____	
		2. Grass cutting & edging and removal & disposal of grass clippings	2X Per Month	\$ _____	\$ _____	
		3. Edging (involves cutting & removing) a narrow strip of grass turf within 1" to 2" along the edges of curbs, sidewalks, driveways, and similar paved areas on roadway medians and planting strips	6X Per Year	\$ _____	\$ _____	
		4. Edging (involves cutting & removing) a narrow strip of grass turf within 1" to 2" along the edges of curbs, sidewalks, driveways, and similar paved areas on roadway medians and planting strips	6X Per Year	\$ _____	\$ _____	

ROUTE NO.	ROAD NAME, BOUNDARIES OF WORK, & LENGTH	WORK DESCRIPTION	FREQUENCY	UNIT COST PER FREQUENCY	TOTAL COST	REMARKS
34	Two Lovers Road (From Route 1 from the Shell entrance and the entrance across Macy's to Two Lovers Entrance Road)  Length =1.0 Miles	1. Collection & disposal of trash, debris including cigarette butts at road medians & shoulders prior to grass cutting.	2X Per Month	\$_____	\$_____	Medians Only
		2. Grass cutting & edging and removal & disposal of grass clippings	2X Per Month	\$_____	\$_____	
		3. Scraping/removal of soil, dirt, grass at curbs & gutters on road medians & shoulders	6X Per Year	\$_____	\$_____	
		4. Trimming roadside overhanging vegetation and trees within 10 feet from the edge of the road and up to 12 feet high	2X Per Year	\$_____	\$_____	
<b>CONTINGENCY</b>		Unusual circumstances as deemed by the GVB			\$3,000.00	
				<b>TOTAL COST</b>	\$_____	

- NOTES: 1. The Total Bid Price represents performing all bid items for a period of one (1) year.  
 2. It is the responsibility of the contractor to determine and perform all the scope of work based on the Bid Documents.  
 3. The Contingent Sum item is for the GVB use only. No work shall be charged to these items unless authorized in writing by the Contracting Officer. The work shall be paid by either a negotiated lump sum or by force account.

**APPENDIX C**



**APPENDIX D**

U.S. Department of Labor  
Wage & Determination Listing  
WD 15-5693 posted 01/01/2019

WD 15-5693 (Rev.-8) was first posted on [www.wdol.gov](http://www.wdol.gov) on 01/01/2019

\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION  
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
| WASHINGTON D.C. 20210  
|

Daniel W. Simms | Division of | Wage Determination No.: 2015-5693  
Director | Wage Determinations | Revision No.: 8  
| Date of Revision: 12/26/2018

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide  
Northern Marianas Statewide  
Wake Island Statewide

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.57
01012 - Accounting Clerk II		15.23
01013 - Accounting Clerk III		17.04
01020 - Administrative Assistant		17.71
01035 - Court Reporter		17.22
01041 - Customer Service Representative I		10.89
01042 - Customer Service Representative II		12.25
01043 - Customer Service Representative III		13.37
01051 - Data Entry Operator I		12.15
01052 - Data Entry Operator II		13.25
01060 - Dispatcher, Motor Vehicle		14.37
01070 - Document Preparation Clerk		13.71
01090 - Duplicating Machine Operator		13.71
01111 - General Clerk I		10.29
01112 - General Clerk II		11.28
01113 - General Clerk III		12.32
01120 - Housing Referral Assistant		19.20
01141 - Messenger Courier		11.16
01191 - Order Clerk I		12.57

01192 - Order Clerk II	13.71
01261 - Personnel Assistant (Employment) I	15.57
01262 - Personnel Assistant (Employment) II	17.25
01263 - Personnel Assistant (Employment) III	19.22
01270 - Production Control Clerk	20.08
01290 - Rental Clerk	11.10
01300 - Scheduler, Maintenance	15.39
01311 - Secretary I	15.39
01312 - Secretary II	17.22
01313 - Secretary III	19.20
01320 - Service Order Dispatcher	12.73
01410 - Supply Technician	17.71
01420 - Survey Worker	15.26
01460 - Switchboard Operator/Receptionist	9.67
01531 - Travel Clerk I	12.77
01532 - Travel Clerk II	13.83
01533 - Travel Clerk III	14.78
01611 - Word Processor I	13.48
01612 - Word Processor II	15.13
01613 - Word Processor III	16.92
<b>05000 - Automotive Service Occupations</b>	
05005 - Automobile Body Repairer, Fiberglass	13.58
05010 - Automotive Electrician	13.06
05040 - Automotive Glass Installer	12.10
05070 - Automotive Worker	12.10
05110 - Mobile Equipment Servicer	10.27
05130 - Motor Equipment Metal Mechanic	13.71
05160 - Motor Equipment Metal Worker	12.10
05190 - Motor Vehicle Mechanic	13.71
05220 - Motor Vehicle Mechanic Helper	10.12
05250 - Motor Vehicle Upholstery Worker	12.10
05280 - Motor Vehicle Wrecker	12.10
05310 - Painter, Automotive	12.87
05340 - Radiator Repair Specialist	12.10
05370 - Tire Repairer	10.40
05400 - Transmission Repair Specialist	13.58
<b>07000 - Food Preparation And Service Occupations</b>	
07010 - Baker	10.47
07041 - Cook I	10.88
07042 - Cook II	12.63
07070 - Dishwasher	9.04
07130 - Food Service Worker	9.31
07210 - Meat Cutter	11.86
07260 - Waiter/Waitress	9.12
<b>09000 - Furniture Maintenance And Repair Occupations</b>	
09010 - Electrostatic Spray Painter	16.21
09040 - Furniture Handler	9.87
09080 - Furniture Refinisher	16.21
09090 - Furniture Refinisher Helper	11.97
09110 - Furniture Repairer, Minor	14.11
09130 - Upholsterer	16.21
<b>11000 - General Services And Support Occupations</b>	
11030 - Cleaner, Vehicles	9.13
11060 - Elevator Operator	9.13

11090 - Gardener	12.58
11122 - Housekeeping Aide	9.23
11150 - Janitor	9.23
11210 - Laborer, Grounds Maintenance	9.50
11240 - Maid or Houseman	9.13
11260 - Pruner	8.51
11270 - Tractor Operator	11.51
11330 - Trail Maintenance Worker	9.50
11360 - Window Cleaner	10.31
12000 - Health Occupations	
12010 - Ambulance Driver	17.77
12011 - Breath Alcohol Technician	17.77
12012 - Certified Occupational Therapist Assistant	24.38
12015 - Certified Physical Therapist Assistant	24.38
12020 - Dental Assistant	14.21
12025 - Dental Hygienist	32.84
12030 - EKG Technician	23.96
12035 - Electroneurodiagnostic Technologist	23.96
12040 - Emergency Medical Technician	17.77
12071 - Licensed Practical Nurse I	15.88
12072 - Licensed Practical Nurse II	17.77
12073 - Licensed Practical Nurse III	19.81
12100 - Medical Assistant	11.54
12130 - Medical Laboratory Technician	17.11
12160 - Medical Record Clerk	12.37
12190 - Medical Record Technician	17.77
12195 - Medical Transcriptionist	15.88
12210 - Nuclear Medicine Technologist	39.04
12221 - Nursing Assistant I	11.03
12222 - Nursing Assistant II	12.43
12223 - Nursing Assistant III	13.54
12224 - Nursing Assistant IV	15.22
12235 - Optical Dispenser	17.77
12236 - Optical Technician	15.88
12250 - Pharmacy Technician	15.49
12280 - Phlebotomist	15.22
12305 - Radiologic Technologist	22.64
12311 - Registered Nurse I	20.70
12312 - Registered Nurse II	25.32
12313 - Registered Nurse II, Specialist	25.32
12314 - Registered Nurse III	30.64
12315 - Registered Nurse III, Anesthetist	30.64
12316 - Registered Nurse IV	36.72
12317 - Scheduler (Drug and Alcohol Testing)	22.01
12320 - Substance Abuse Treatment Counselor	22.01
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.26
13012 - Exhibits Specialist II	23.86
13013 - Exhibits Specialist III	29.18
13041 - Illustrator I	19.26
13042 - Illustrator II	23.86
13043 - Illustrator III	29.18
13047 - Librarian	26.42
13050 - Library Aide/Clerk	15.33

13054 - Library Information Technology Systems Administrator	23.86
13058 - Library Technician	16.64
13061 - Media Specialist I	17.21
13062 - Media Specialist II	19.26
13063 - Media Specialist III	21.47
13071 - Photographer I	17.06
13072 - Photographer II	19.06
13073 - Photographer III	23.63
13074 - Photographer IV	28.92
13075 - Photographer V	35.00
13090 - Technical Order Library Clerk	17.04
13110 - Video Teleconference Technician	17.18
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.71
14042 - Computer Operator II	16.26
14043 - Computer Operator III	18.13
14044 - Computer Operator IV	20.14
14045 - Computer Operator V	22.31
14071 - Computer Programmer I (see 1)	15.73
14072 - Computer Programmer II (see 1)	19.50
14073 - Computer Programmer III (see 1)	23.84
14074 - Computer Programmer IV (see 1)	
14101 - Computer Systems Analyst I (see 1)	24.23
14102 - Computer Systems Analyst II (see 1)	
14103 - Computer Systems Analyst III (see 1)	
14150 - Peripheral Equipment Operator	15.71
14160 - Personal Computer Support Technician	20.14
14170 - System Support Specialist	21.24
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.23
15020 - Aircrew Training Devices Instructor (Rated)	29.32
15030 - Air Crew Training Devices Instructor (Pilot)	33.30
15050 - Computer Based Training Specialist / Instructor	24.23
15060 - Educational Technologist	25.10
15070 - Flight Instructor (Pilot)	33.30
15080 - Graphic Artist	20.47
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	32.74
15086 - Maintenance Test Pilot, Rotary Wing	32.74
15088 - Non-Maintenance Test/Co-Pilot	32.74
15090 - Technical Instructor	17.65
15095 - Technical Instructor/Course Developer	21.58
15110 - Test Proctor	13.87
15120 - Tutor	13.87
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.78
16030 - Counter Attendant	9.78
16040 - Dry Cleaner	11.30
16070 - Finisher, Flatwork, Machine	9.78
16090 - Presser, Hand	9.78
16110 - Presser, Machine, Drycleaning	9.78
16130 - Presser, Machine, Shirts	9.78
16160 - Presser, Machine, Wearing Apparel, Laundry	9.78
16190 - Sewing Machine Operator	11.94

16220 - Tailor	12.44
16250 - Washer, Machine	10.24
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.21
19040 - Tool And Die Maker	20.37
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.96
21030 - Material Coordinator	20.08
21040 - Material Expediter	20.08
21050 - Material Handling Laborer	11.37
21071 - Order Filler	9.66
21080 - Production Line Worker (Food Processing)	13.96
21110 - Shipping Packer	13.33
21130 - Shipping/Receiving Clerk	13.33
21140 - Store Worker I	14.21
21150 - Stock Clerk	19.94
21210 - Tools And Parts Attendant	13.96
21410 - Warehouse Specialist	13.96
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.69
23019 - Aircraft Logs and Records Technician	16.09
23021 - Aircraft Mechanic I	19.70
23022 - Aircraft Mechanic II	20.69
23023 - Aircraft Mechanic III	21.74
23040 - Aircraft Mechanic Helper	13.70
23050 - Aircraft, Painter	18.50
23060 - Aircraft Servicer	16.09
23070 - Aircraft Survival Flight Equipment Technician	18.50
23080 - Aircraft Worker	17.38
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	17.38
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	19.70
23110 - Appliance Mechanic	16.21
23120 - Bicycle Repairer	12.96
23125 - Cable Splicer	19.59
23130 - Carpenter, Maintenance	14.47
23140 - Carpet Layer	15.16
23160 - Electrician, Maintenance	17.86
23181 - Electronics Technician Maintenance I	15.16
23182 - Electronics Technician Maintenance II	16.21
23183 - Electronics Technician Maintenance III	18.31
23260 - Fabric Worker	14.11
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	13.06
23311 - Fuel Distribution System Mechanic	17.26
23312 - Fuel Distribution System Operator	13.06
23370 - General Maintenance Worker	11.96
23380 - Ground Support Equipment Mechanic	19.70
23381 - Ground Support Equipment Servicer	16.09
23382 - Ground Support Equipment Worker	17.38
23391 - Gunsmith I	13.06
23392 - Gunsmith II	15.16
23393 - Gunsmith III	17.26
23410 - Heating, Ventilation And Air-Conditioning Mechanic	16.58



23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	17.63
23430 - Heavy Equipment Mechanic	17.39
23440 - Heavy Equipment Operator	16.21
23460 - Instrument Mechanic	17.26
23465 - Laboratory/Shelter Mechanic	16.21
23470 - Laborer	11.37
23510 - Locksmith	16.21
23530 - Machinery Maintenance Mechanic	21.03
23550 - Machinist, Maintenance	17.26
23580 - Maintenance Trades Helper	10.23
23591 - Metrology Technician I	17.26
23592 - Metrology Technician II	18.35
23593 - Metrology Technician III	19.43
23640 - Millwright	17.26
23710 - Office Appliance Repairer	16.21
23760 - Painter, Maintenance	13.95
23790 - Pipefitter, Maintenance	17.52
23810 - Plumber, Maintenance	16.45
23820 - Pneudraulic Systems Mechanic	17.26
23850 - Rigger	17.26
23870 - Scale Mechanic	15.16
23890 - Sheet-Metal Worker, Maintenance	15.37
23910 - Small Engine Mechanic	15.16
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.76
23950 - Telephone Lineman	18.24
23960 - Welder, Combination, Maintenance	17.82
23965 - Well Driller	17.26
23970 - Woodcraft Worker	17.26
23980 - Woodworker	13.06
24000 - Personal Needs Occupations	
24550 - Case Manager	14.16
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	12.58
24610 - Chore Aide	10.38
24620 - Family Readiness And Support Services Coordinator	14.16
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	17.26
25040 - Sewage Plant Operator	19.28
25070 - Stationary Engineer	17.26
25190 - Ventilation Equipment Tender	11.97
25210 - Water Treatment Plant Operator	19.28
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	9.13
27008 - Corrections Officer	12.05
27010 - Court Security Officer	12.05
27030 - Detection Dog Handler	10.90
27040 - Detention Officer	12.05

27070 - Firefighter	12.05
27101 - Guard I	9.13
27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	13.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.37
28042 - Carnival Equipment Repairer	13.42
28043 - Carnival Worker	9.14
28210 - Gate Attendant/Gate Tender	13.18
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.74
28510 - Recreation Aide/Health Facility Attendant	10.76
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.23
29020 - Hatch Tender	20.23
29030 - Line Handler	20.23
29041 - Stevedore I	18.85
29042 - Stevedore II	21.64
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.15
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.30
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.97
30021 - Archeological Technician I	17.49
30022 - Archeological Technician II	19.56
30023 - Archeological Technician III	24.21
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	21.93
30051 - Cryogenic Technician I	24.12
30052 - Cryogenic Technician II	26.63
30061 - Drafter/CAD Operator I	17.49
30062 - Drafter/CAD Operator II	19.56
30063 - Drafter/CAD Operator III	20.74
30064 - Drafter/CAD Operator IV	24.21
30081 - Engineering Technician I	14.62
30082 - Engineering Technician II	16.41
30083 - Engineering Technician III	18.36
30084 - Engineering Technician IV	22.34
30085 - Engineering Technician V	27.83
30086 - Engineering Technician VI	33.66
30090 - Environmental Technician	21.78
30095 - Evidence Control Specialist	21.78
30210 - Laboratory Technician	20.74
30221 - Latent Fingerprint Technician I	24.12
30222 - Latent Fingerprint Technician II	26.63
30240 - Mathematical Technician	23.34
30361 - Paralegal/Legal Assistant I	19.44
30362 - Paralegal/Legal Assistant II	23.68
30363 - Paralegal/Legal Assistant III	28.99

30364 - Paralegal/Legal Assistant IV	33.88
30375 - Petroleum Supply Specialist	26.63
30390 - Photo-Optics Technician	21.93
30395 - Radiation Control Technician	26.63
30461 - Technical Writer I	22.17
30462 - Technical Writer II	27.10
30463 - Technical Writer III	32.79
30491 - Unexploded Ordnance (UXO) Technician I	24.24
30492 - Unexploded Ordnance (UXO) Technician II	29.33
30493 - Unexploded Ordnance (UXO) Technician III	35.16
30494 - Unexploded (UXO) Safety Escort	24.24
30495 - Unexploded (UXO) Sweep Personnel	24.24
30501 - Weather Forecaster I	24.12
30502 - Weather Forecaster II	29.34
30620 - Weather Observer, Combined Upper Air Or Surface Programs (see 2)	20.74
30621 - Weather Observer, Senior (see 2)	23.00
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.33
31020 - Bus Aide	8.15
31030 - Bus Driver	9.69
31043 - Driver Courier	8.97
31260 - Parking and Lot Attendant	8.93
31290 - Shuttle Bus Driver	9.99
31310 - Taxi Driver	9.43
31361 - Truckdriver, Light	9.78
31362 - Truckdriver, Medium	11.61
31363 - Truckdriver, Heavy	13.89
31364 - Truckdriver, Tractor-Trailer	13.89
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.30
99030 - Cashier	9.12
99050 - Desk Clerk	9.70
99095 - Embalmer	24.24
99130 - Flight Follower	24.24
99251 - Laboratory Animal Caretaker I	21.62
99252 - Laboratory Animal Caretaker II	22.67
99260 - Marketing Analyst	20.09
99310 - Mortician	24.24
99410 - Pest Controller	14.61
99510 - Photofinishing Worker	12.74
99710 - Recycling Laborer	13.02
99711 - Recycling Specialist	19.69
99730 - Refuse Collector	12.39
99810 - Sales Clerk	9.46
99820 - School Crossing Guard	16.14
99830 - Survey Party Chief	21.65
99831 - Surveying Aide	12.31
99832 - Surveying Technician	16.00
99840 - Vending Machine Attendant	21.84
99841 - Vending Machine Repairer	27.71
99842 - Vending Machine Repairer Helper	21.84

*Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).*

**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** \$4.48 per hour or \$179.20 per week or \$776.53 per month

**HEALTH & WELFARE EO 13706:** \$4.18 per hour, or \$167.20 per week, or \$724.53 per month\*

*\*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.*

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor; and 4 weeks after 3 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**HOLIDAYS:** A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

**THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:**

1) **COMPUTER EMPLOYEES:** Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

*Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption*

applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) **AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** *If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).*

**\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

*An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.*

*A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.*

**\*\* UNIFORM ALLOWANCE \*\***

*If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:*

*The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any*

special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**\*\* REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) \*\***

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper:

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

## PAST PERFORMANCE QUESTIONNAIRE

GVB IFB NO: 2019-003

**Title: ISLAND ROAD MAINTENANCE**

[PROVIDE THIS PPQ TO THOSE ON YOUR PROJECT REFERENCES TO COMPLETE AND SUBMIT DIRECTLY TO GVB ON OR BEFORE THE DEADLINE FOR THIS PROCUREMENT.]

BIDDER: \_\_\_\_\_

REFERENCE DETAILS PROVIDED BY BIDDER

Company Name: \_\_\_\_\_

Point of Contact: \_\_\_\_\_

Contact Details: \_\_\_\_\_

PLEASE RETURN THIS COMPLETED QUESTIONNAIRE BY EMAIL TO  
[procurement@visitguam.org](mailto:procurement@visitguam.org)

PLEASE PROVIDE CONTACT DETAILS IF COMPLETING THIS QUESTIONNAIRE:

Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Title: \_\_\_\_\_ Email Address: \_\_\_\_\_

1. Please briefly describe the type of services performed for your organization by the Bidder. (Name of project, types of services performed -- analysis, training, technical support, etc.):

Comment: \_\_\_\_\_

2. Were any unique techniques or tools employed for the delivery of the services? Were the tools/techniques employed effectively?

Comment: \_\_\_\_\_

PPQ FOR BIDDER: \_\_\_\_\_

3. How would you rate the Bidder's ability to learn/understand your organization's or the project needs/requirements?

- Excellent (Score 10 points)  
 Very Good (Score 8 points)  
 Good (Score 5 points)  
 Poor (Score 0 points)

Comment: \_\_\_\_\_

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4. How would you rate the Bidder's knowledge and experience in providing the requested technical services?

- Excellent (Score 10 points)  
 Very Good (Score 8 points)  
 Good (Score 5 points)  
 Poor (Score 0 points)

Comment: \_\_\_\_\_

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5. How would you rate the Bidder's ability to identify and recommend resolutions to problems or issues?

- Identified and recommended quickly (Score 10 points)  
 Identified and recommended slowly (Score 8 points)  
 Identified but not recommended (Score 5 points)  
 Were ignored (Score -0 points)

Comment: \_\_\_\_\_

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PPQ FOR BIDDER: \_\_\_\_\_

6. Quality of Services:

How would you rate the overall quality of the Bidder's technical services?

- Excellent (Score 10 points)
- Very Good (Score 8 points)
- Good (Score 5 points)
- Poor (Score 0 points)

Comment: \_\_\_\_\_  
\_\_\_\_\_

7. Do you recall the name(s) of the Bidder's employees who performed services under your contract? If so, please provide names below.

Comment: \_\_\_\_\_  
\_\_\_\_\_

8. Overall Performance: On a scale of 0 to 10, how would you rate the Bidder's OVERALL PERFORMANCE? (Score based upon # of points - 10 points max)

- Excellent (Score 10 points)
- Very Good (Score 8 points)
- Good (Score 5 points)
- Poor (Score 0 points)

Additional Comments: \_\_\_\_\_  
\_\_\_\_\_

9. Would you enter into a contract with this Bidder again? If not, why?

Comment: \_\_\_\_\_  
\_\_\_\_\_

PPQ FOR BIDDER: \_\_\_\_\_

10. Are you aware of any other company or organization this Bidder has done work for? If so, do you have a contact name and phone number?

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Other contact information: \_\_\_\_\_

11. Do you have any additional comments that might assist us in evaluating the Bidder's past performance?

Comment: \_\_\_\_\_  
\_\_\_\_\_

Thank you for your cooperation.

GVB PROCUREMENT