



**INVITATION FOR BID**

**WESTIN HILL MEDIAN IMPROVEMENT**

**GVB IFB 2020-003**



GUAM VISITORS BUREAU INVITATION FOR BID	
IFB Number: <u>GVB IFB 2020-003</u>	IFB Title: <b>WESTIN HILL MEDIAN IMPROVEMENT</b>
IFB Due Date and Time: <b>December 18, 2019; 3:00 p.m. ChST</b>	Number of Pages: 49; affidavits and forms included in this package.
ISSUING AGENCY INFORMATION	
GUAM VISITORS BUREAU	Issue Date: November 26, 2019
Ms. Pilar Laguaña President and CEO	401 Pale San Vitores Road Tumon, Guam 96913 Phone: (671) 646-5278 Fax: (671) 646-8861 Website: <a href="http://www.guamvisitorsbureau.com">www.guamvisitorsbureau.com</a>
INSTRUCTIONS TO BIDDERS	
Delivery of Bid  <i>By U.S. Mail or Deliver Only to the attention of:</i>  Ms. Pilar Laguaña President and CEO Guam Visitors Bureau 401 Pale San Vitores Road Tumon, Guam 96913	Mark Face of Envelope/Package:  <b>WESTIN HILL MEDIAN IMPROVEMENT</b> IFB Number: GVB IFB 2020-003 IFB Due Date: <b>December 18, 2019; 3:00 p.m. ChST</b>  Special Instructions:  Please process proposal submission in accordance with Sections 4 and 5 of the Notice/Instructions to Bidders.
BIDDERS MUST COMPLETE INFORMATION BELOW AND RETURN THIS COVERSHEET WITH IFB RESPONSE	
Bidder Name/Mailing Address:	Authorized Bidder Signatory:  (PLEASE PRINT NAME AND SIGN IN INK)
Bidder Title:	Bidder Email Address:
Bidder Telephone Number:	Bidder FAX Number:



**TABLE OF CONTENTS**

	<u>PAGE</u>
BIDDER’S IFB CHECKLIST.....	4
SECTION I: INVITATION FOR BID.....	5
SECTION II: NOTICE/INSTRUCTIONS TO BIDDERS.....	6
SECTION III: GENERAL PROVISIONS .....	12
SECTION IV: PROPOSAL.....	16
SECTION V: BID FORM .....	18
SECTION VI: BID BOND .....	20
SECTION VII: AFFIDAVITS/FORMS .....	22
SECTION VIII: AUTHORIZED CONTACT.....	30
APPENDIX A: GENERAL SPECIFICATIONS .....	31
APPENDIX B: BID SCHEDULE.....	33
APPENDIX C: WAGE DETERMINATION LISTING.....	34
APPENDIX D: PAST PERFORMANCE QUESTIONNAIRE.....	46

**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. 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**

**WESTIN HILL MEDIAN IMPROVEMENT  
GVB IFB 2020-003**

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

November 26, 2019	Bid Documents (USB format) available at GVB office or via the GVB website
December 2, 2019; 10:00 a.m.	Pre-Bid Conference; Power Point Presentation; GVB Main Conference Room.
December 5, 2019; 3:00 p.m.	Deadline to submit written questions
December 10, 2019	GVB response to questions
Wednesday, December 18, 2019; 3:00 p.m. ChST	Deadline to submit bids; IFB bid opening
Determination of Lowest Responsible and Most Responsive Bidder.	After Certification of Abstract & Administrative Review.

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 Monday, December 2, 2019 at 10:00 a.m. in the GVB Main Conference Room.** Questions, if any, should be made in writing to the President and CEO, which can be dropped off at the GVB office; emailed to [procurement@visitguam.org](mailto:procurement@visitguam.org); or sent by fax to 671-646-8861 according to the timeline provided in the IFB packet.

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

GVB reserves the right to reject any or all bids, solicit new bids, waive minor informalities or irregularities or award **GVB IFB 2020-003 WESTIN HILL MEDIAN IMPROVEMENT** project in whole or in part. Except to the above person named, direct or indirect contact with the GVB Management or Staff, Board Member, or any person participating in the selection process is prohibited.

**Bid submission deadline is at 3:00 p.m. Chamorro Standard Time on Wednesday, December 18, 2019.** Immediately thereafter, all bid submissions will be opened and read aloud by the President and CEO in the GVB Main Conference Room. Award will be confirmed after bid analysis and 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 **WESTIN HILL MEDIAN IMPROVEMENT** project as described in the General Specifications (see Appendix A).

**2. PRE-BID CONFERENCE**

There is a pre-bid conference scheduled for **December 2, 2019** at 10:00 a.m. in the GVB Main Conference Room.

**3. QUESTIONS AND INTERPRETATIONS**

Documents forming the contract are complementary and unitary and what is called for by one shall be as binding as if it were called by all and are intended to include all details of labor and material reasonably necessary for proper execution of the work. Questions concerning the Bid Documents shall be submitted in writing, via hand delivery, email to [procurement@visitguam.org](mailto:procurement@visitguam.org) or fax at (671) 646-8861, to the President and CEO. Replies will be issued to all bidders of record to the solicitation. Questions must be received at GVB no later than 3:00 p.m. on **December 5, 2019**.

**4. SEALED BIDS**

All bids for this project shall be enclosed in a sealed envelope marked "**WESTIN HILL MEDIAN IMPROVEMENT**" and shall be submitted at the place and time indicated in the Invitation to Bid. A second sealed envelope marked "**BID PRICE**" containing the bid schedule shall also be included in the proposal package.

**5. BID PACKAGE SUBMITTAL ITEMS**

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

- a. Cover letter by authorized signatory confirming bid submission for this project
- b. Business/Contractor's License
- c. Completed Affidavits/Forms
- d. Equipment Data
- e. Staff Organizational Chart
- f. Project Reference List

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

Bidder shall sign his proposal in the blank space provided 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. If proposal is made by an authorized representative, an affidavit regarding delegation of authority must accompany the submission. Failure to do so will mean disqualification and rejection of the bid.

Bidder shall send the *Past Performance Questionnaire* (See Appendix D) to those companies on 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. 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.

**7. 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), official bank 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. Failure to do so will mean disqualification and rejection of the bid.

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 and include the bond number for the actual bond securing this bid on the Bid Bond Form provided. Checks or money order submitted as a bid guarantee shall be made payable to the Guam Visitors Bureau.

**8. 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)).

**9. 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.

**10. 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.

**11. BID SECURITY**

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

**12. STATUTORY REQUIREMENTS**

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

**13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. 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, particularly 2 GAR, Div. 4 & Reg. §3115 and §3121(e)(1)(G).

**22. 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.

**23. 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.

**24. CONTRACT TERM**

The contract shall begin upon issuance of the Notice to Proceed and end upon completion of the project or 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. The term “Bureau” as used herein shall mean the Guam Visitors Bureau.
- b. The term “Contracting Officer” as used herein shall mean the President and CEO of GVB, the person executing this Contract on behalf of the GVB and includes a duly appointed successor or authorized representative.
- c. The term “Contractor” shall mean the party (individual, corporation, joint venture, or partnership) who has entered into the Contract with the GVB.
- d. The term “Contract” shall mean the written agreement covering the performance of the project by the Contractor, including the furnishing of labor, materials and equipment in connection therewith. It shall include the invitation and solicitation, these general requirements and provisions, the notice to contractors, the bid, wage schedule, list of subcontractors, the award, the plans, the general 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 general specifications.
- f. The term “Work” shall mean all equipment, materials, operations and incidental activities necessary for the completion of any part or all of the project.
- g. The term “Project Manager” shall mean the duly authorized representative of the Contracting Officer who is responsible for the administration of the Contract.

**2. PERMITS AND RESPONSIBILITIES**

The Contractor shall, without additional expense to the GVB, be responsible for obtaining any necessary licenses and permits and for complying with any applicable Federal and local codes and regulations, in connection with execution of the work. He shall be similarly responsible for all damage to persons or property that occurs as a result of his fault or negligence. He shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. He shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire project.

**3. CONDITIONS AFFECTING THE WORK**

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

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

**4. ADDITIONAL BOND SECURITY**

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

**5. COVENANT AGAINST CONTINGENT FEES**

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

**6. OFFICIALS NOT TO BENEFIT**

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

**7. DISPUTES**

- a. All controversies between the GVB and the contractor which arise under, or are by virtue of, this contract and which are not resolved by mutual agreement, shall be decided by the GVB in writing, within 60 days after written request by the contractor for a final decision concerning the controversy; provided, however, that if the GVB does not issue a written decision, within 60 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the contractor may proceed as if an adverse decision had been received.
- b. The GVB shall immediately furnish a copy of the decision to the contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt.
- c. Any such decision shall be final and conclusive, unless fraudulent, or: (i) the contractor brings an action seeking judicial review of the decision in the Superior Court of Guam.
- d. The contractor shall comply with any decision of the GVB and proceed diligently with performance of this contract pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, this contract, except where there has been a material breach of the contract by the territory; provided, however, that in any event the contractor shall proceed diligently with the performance of the contract where the GVB has

made a written determination that continuation of work under the contract is essential to the public health and safety.

**8. CONTRACT AND BONDS**

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

**9. WORKING HOURS**

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

**10. FEES AND CHARGES**

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

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

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

**12. ACCIDENT PREVENTION – PUBLIC SAFETY**

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

**13. DISPUTES CONCERNING LABOR STANDARDS**

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

**14. NONCOMPLIANCE WITH CONTRACT REQUIREMENTS**

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

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

The Contractor and his subcontractors shall procure thereafter maintain workmen's

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

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

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

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

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

\*\*\* END OF GENERAL PROVISIONS \*\*\*

**SECTION IV**

**PROPOSAL**

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

Gentlemen:

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

**WESTIN HILL MEDIAN IMPROVEMENT**

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

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

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

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

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

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

RESPECTFULLY SUBMITTED BY:





---

(CONTRACTOR)

---

(BY)

---

(TITLE)

---

(BUSINESS ADDRESS)

---



**SECTION V BID FORM**

PROJECT: **WESTIN HILL MEDIAN IMPROVEMENT**

TO: President and CEO  
Guam Visitors Bureau  
Tumon, Guam

Dear Sir:

The undersigned bidder, having examined all pertinent Contract Documents relating to Invitation for Bid Number 2020-003, 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**

REFERENCE 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 **WESTIN HILL MEDIAN IMPROVEMENT PROJECT.**

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

In Witness Thereof, the above-bound parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 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**

**AFFIDAVITS**

**1 ~ 7**

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

**ALL FORMS LISTED MUST BE COMPLETED  
AND RETURNED IN THE ENVELOPE CONTAINING THE PROPOSAL.**



**1. AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS**  
**GVB IFB 2020-003**

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

CITY OF \_\_\_\_\_ )  
 ) ss  
 COUNTRY \_\_\_\_\_ )

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

- [ ] The offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.
- [ ] The offeror is a corporation, partnership, joint venture, or association known as \_\_\_\_\_ [please state name of offeror company], and the persons, companies, partners, or joint venturers who have held more than 10% of the shares or interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows [*if none, please state*]:

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

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

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

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

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

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

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

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

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





**2. AFFIDAVIT re NON-COLLUSION**  
**GVB IFB 2020-003**

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

CITY OF \_\_\_\_\_ )  
 ) ss  
 COUNTRY \_\_\_\_\_ )

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

1. The name of the offering company or individual is [state name of company] \_\_\_\_\_.

2. The proposal for the solicitation identified above is genuine and not collusive or a sham. The offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other offeror or person, to put in a sham proposal or to refrain from making an offer. The offeror has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the proposal price of offeror or of any other offeror, or to fix any overhead, profit or cost element of said proposal price, or of any other offeror, or to secure any advantage against the government of Guam or any other offeror, or to secure any advantage against the government of Guam or any person interested in the proposed contract. All statements in this affidavit and in the proposal are true to the best of the knowledge of the undersigned. This statement is made pursuant to 2 GAR Division 4 § 3126(b).

3. I make this statement on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

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

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

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

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

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







**3. AFFIDAVIT re NO GRATUITIES or KICKBACKS**  
**GVB IFB 2020-003**

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

CITY OF \_\_\_\_\_ )  
 ) ss  
 COUNTRY \_\_\_\_\_ )

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

1. The name of the offering firm or individual is [state name of offeror/company] \_\_\_\_\_ . Affiant is \_\_\_\_\_ [state one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal.

2. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have violated, are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107(e). Further, affiant promises, on behalf of offeror, not to violate the prohibition against gratuities and kickbacks as set forth in 2 GAR, Division 4 § 11107(e).

3. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback, gratuity or offer of employment in connection with the offeror's proposal.

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

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

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

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

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





**4. AFFIDAVIT re ETHICAL STANDARDS**  
**GVB IFB 2020-003**

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

CITY OF \_\_\_\_\_ )  
  ) ss  
COUNTRY \_\_\_\_\_ )

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

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

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

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

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

(AG Procurement Form 005 (Rev. Jul. 12, 2010))





**5. DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION**  
**GVB IFB 2020-003**

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

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

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

**§ 5801. Wage Determination Established.**

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

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

**§ 5802. Benefits.**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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



**6. AFFIDAVIT re CONTINGENT FEES**  
**GVB IFB 2020-003**

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

CITY OF \_\_\_\_\_ )  
  ) ss  
COUNTRY \_\_\_\_\_ )

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

1. The name of the offering company or individual is [state name of company] \_\_\_\_\_

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

3. As a part of the offering company’s bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 11108(h).

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

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

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

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

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





**SECTION VIII AUTHORIZED CONTACT**

IFB NUMBER: GVB IFB 2020-003

NAME	
TITLE	
COMPANY	
MAILING ADDRESS	
TELEPHONE NUMBER	
FACSIMILE NUMBER	
EMAIL	

## **APPENDIX A General Specifications**

### **WESTIN HILL MEDIAN IMPROVEMENT PROJECT**

#### OVERVIEW

The mission of the Guam Visitors Bureau (GVB) is to grow and diversify visitor arrivals by creating a positive destination experience. Improving the natural beauty along Pale San Vitores Road enhances Guam's main tourist corridor, however, over time it becomes necessary to replace unhealthy and inappropriate landscape plants in places where the soil is unsuitable for certain types of plants. One such species are the Ixoras in medians which are not compatible with the existing soil, resulting in inadequate nutrient uptake degrading health and vigor.

#### OPERATIONS AND ADMINISTRATIVE SCOPE OF SERVICE/WORK

The GVB intends to procure services from qualified and licensed contractors to replace deteriorating Ixoras at the bottom of Westin Hill. 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 landscape work.
  - b. Ensure protective measures to prevent injury to pedestrians or damage to automobiles, structures and other infrastructure. 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 and at the contractor's expense. Such repairs shall match existing or adjoining conditions.
  - c. Procure all necessary permits prior to conducting work (i.e., Highway Encroachment Permit).
  - d. Ensure maximum safety of the workers and the public.
  - e. Inform Quality Assurance Inspector of any sighting of invasive species (i.e., Coconut Rhinoceros Beetle, Little Fire Ant, Greater Banded Hornet) and take steps to mitigate or prevent the spread of these species of concern.
2. REMOVAL OF IXORA HEDGES
  - a. Remove all green waste from the site.
  - b. Scarify medians and dispose of scarified soil.

3. DESIGN AND LAYOUT OF GRASS MOUNDS

- a. Mounds should be rolling in shape.
- b. Mound height and design should allow for mower use and will surround electrical boxes for added protection. Contractor shall review the schematics with GVB for final approval.
  - i. Soil shall not be placed up against any existing trees in medians
- c. Sod shall be planted up to the edge of curb.
- d. Grass species to be planted is Centipede grass.

4. WARRANTY PERIOD AFTER INSTALLATION OF SOD

- a. Warranty period shall be four (4) months after completion of sod installation
  - i. Due to lack of irrigation at this location, Contractor shall be responsible for manual watering four (4) months after sodding. For the first two weeks, sod shall be watered twice a day. During the third week, sod shall be watered once a day. After the fourth week, sod shall be watered every other day.
  - ii. If sod health declines, Contractor shall also be responsible for replacing unhealthy/dead patches with healthy, vigorous sod at Contractors expense during the warranty period.

5. FIELD CONDITIONS

Bidders shall conduct site inspections to see actual field conditions of work to be performed.



**APPENDIX B  
BID SCHEDULE**

**WESTIN HILL MEDIAN IMPROVEMENT  
BID SCHEDULE**

<b>NO.</b>	<b>Description/Bid Item</b>	<b>Frequency</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total Cost</b>
1.0	Removal & Disposal of Ixora Hedges	1x	EA		
1.1	Building of Soil Mounds	1x	EA		
1.2	Sodding	1x	EA		
1.3	Watering After Installation*	90x	EA		
		<b>Total Cost</b>			\$_____

\*For the first two weeks sod shall be watered twice a day. During the third week sod shall be watered once a day. After the fourth week, sod shall be watered every other day. This will be done for a 4-month period after sod installation.

**APPENDIX C**

U.S. Department of Labor  
Wage & Determination Listing  
WD 15-5694 posted 08/02/2019

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

<p>"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT ADMINISTRATION By direction of the Secretary of Labor</p>	<p>U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS  WAGE AND HOUR DIVISION WASHINGTON D.C. 20210</p>
<p>Daniel W. Simms Director</p>	<p>Division of Wage Determinations</p>
<p>Wage Determination No.: 2015-5694 Revision No: 9 Date of Last Revision: 08/02/2019</p>	

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		19.48
01035 - Court Reporter		17.40
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	13.85
01090 - Duplicating Machine Operator	13.85
01111 - General Clerk I	10.35
01112 - General Clerk II	11.29
01113 - General Clerk III	12.68
01120 - Housing Referral Assistant	19.39
01141 - Messenger Courier	11.37
01191 - Order Clerk I	12.57
01192 - Order Clerk II	13.71
01261 - Personnel Assistant (Employment) I	15.95
01262 - Personnel Assistant (Employment) II	17.85
01263 - Personnel Assistant (Employment) III	19.89
01270 - Production Control Clerk	21.78
01290 - Rental Clerk	11.10
01300 - Scheduler Maintenance	15.55
01311 - Secretary I	15.55
01312 - Secretary II	17.40
01313 - Secretary III	19.39
01320 - Service Order Dispatcher	12.73
01410 - Supply Technician	19.48
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	14.53
01612 - Word Processor II	16.31
01613 - Word Processor III	18.26
05000 - Automotive Service Occupations	
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	11.44
05400 - Transmission Repair Specialist	13.61
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.47

07041 - Cook I	11.45
07042 - Cook II	13.33
07070 - Dishwasher	9.12
07130 - Food Service Worker	9.34
07210 - Meat Cutter	11.86
07260 - Waiter/Waitress	9.19
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.40
09040 - Furniture Handler	9.95
09080 - Furniture Refinisher	16.40
09090 - Furniture Refinisher Helper	12.06
09110 - Furniture Repairer Minor	14.27
09130 - Upholsterer	16.40
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	9.35
11060 - Elevator Operator	9.29
11090 - Gardener	12.90
11122 - Housekeeping Aide	9.29
11150 - Janitor	9.29
11210 - Laborer Grounds Maintenance	9.74
11240 - Maid or Houseman	9.22
11260 - Pruner	8.72
11270 - Tractor Operator	11.80
11330 - Trail Maintenance Worker	9.74
11360 - Window Cleaner	10.37
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	25.10
12035 - Electroneurodiagnostic Technologist	25.10
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	12.26
12130 - Medical Laboratory Technician	18.82
12160 - Medical Record Clerk	13.61
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		22.69
12311 - Registered Nurse I		22.53
12312 - Registered Nurse II		27.56
12313 - Registered Nurse II Specialist		27.56
12314 - Registered Nurse III		33.34
12315 - Registered Nurse III Anesthetist		33.34
12316 - Registered Nurse IV		39.96
12317 - Scheduler (Drug and Alcohol Testing)		22.01
12320 - Substance Abuse Treatment Counselor		22.01
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		19.45
13012 - Exhibits Specialist II		24.09
13013 - Exhibits Specialist III		29.47
13041 - Illustrator I		19.45
13042 - Illustrator II		24.09
13043 - Illustrator III		29.47
13047 - Librarian		26.68
13050 - Library Aide/Clerk		15.48
13054 - Library Information Technology Systems Administrator		24.09
13058 - Library Technician		16.64
13061 - Media Specialist I		17.38
13062 - Media Specialist II		19.45
13063 - Media Specialist III		21.67
13071 - Photographer I		17.38
13072 - Photographer II		19.45
13073 - Photographer III		24.09
13074 - Photographer IV		29.47
13075 - Photographer V		35.65
13090 - Technical Order Library Clerk		18.74
13110 - Video Teleconference Technician		17.38
14000 - Information Technology Occupations		
14041 - Computer Operator I		15.71
14042 - Computer Operator II		17.22
14043 - Computer Operator III		19.19
14044 - Computer Operator IV		21.33
14045 - Computer Operator V		23.62
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		21.33
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)		34.91
15050 - Computer Based Training Specialist / Instructor		24.23
15060 - Educational Technologist		27.61
15070 - Flight Instructor (Pilot)		34.91
15080 - Graphic Artist		20.47
15085 - Maintenance Test Pilot Fixed Jet/Prop		34.91
15086 - Maintenance Test Pilot Rotary Wing		34.91
15088 - Non-Maintenance Test/Co-Pilot		34.91
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)		16.40
19040 - Tool And Die Maker		20.61
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		13.96
21030 - Material Coordinator		21.78
21040 - Material Expediter		21.78
21050 - Material Handling Laborer		11.37
21071 - Order Filler		9.66
21080 - Production Line Worker (Food Processing)		13.96
21110 - Shipping Packer		14.47
21130 - Shipping/Receiving Clerk		14.47

21140 - Store Worker I	14.48
21150 - Stock Clerk	20.34
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	16.40
23120 - Bicycle Repairer	13.17
23125 - Cable Splicer	19.59
23130 - Carpenter Maintenance	15.10
23140 - Carpet Layer	15.33
23160 - Electrician Maintenance	18.05
23181 - Electronics Technician Maintenance I	15.33
23182 - Electronics Technician Maintenance II	16.40
23183 - Electronics Technician Maintenance III	18.31
23260 - Fabric Worker	14.27
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	13.17
23311 - Fuel Distribution System Mechanic	17.46
23312 - Fuel Distribution System Operator	13.17
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	13.17
23392 - Gunsmith II	15.33
23393 - Gunsmith III	17.46
23410 - Heating Ventilation And Air-Conditioning Mechanic	17.16
23411 - Heating Ventilation And Air Conditioning Mechanic (Research Facility)	18.25
23430 - Heavy Equipment Mechanic	17.64
23440 - Heavy Equipment Operator	16.26
23460 - Instrument Mechanic	17.46
23465 - Laboratory/Shelter Mechanic	16.40
23470 - Laborer	11.37
23510 - Locksmith	16.40

23530 - Machinery Maintenance Mechanic	23.13
23550 - Machinist Maintenance	17.46
23580 - Maintenance Trades Helper	10.67
23591 - Metrology Technician I	17.46
23592 - Metrology Technician II	18.56
23593 - Metrology Technician III	19.66
23640 - Millwright	17.46
23710 - Office Appliance Repairer	16.40
23760 - Painter Maintenance	13.95
23790 - Pipefitter Maintenance	17.64
23810 - Plumber Maintenance	16.57
23820 - Pneudraulic Systems Mechanic	17.46
23850 - Rigger	17.46
23870 - Scale Mechanic	15.33
23890 - Sheet-Metal Worker Maintenance	16.09
23910 - Small Engine Mechanic	15.33
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.76
23950 - Telephone Lineman	18.24
23960 - Welder Combination Maintenance	17.92
23965 - Well Driller	17.46
23970 - Woodcraft Worker	17.46
23980 - Woodworker	13.17
24000 - Personal Needs Occupations	
24550 - Case Manager	14.54
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	12.58
24610 - Chore Aide	10.56
24620 - Family Readiness And Support Services Coordinator	14.54
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	17.46
25040 - Sewage Plant Operator	19.63
25070 - Stationary Engineer	17.46
25190 - Ventilation Equipment Tender	12.06
25210 - Water Treatment Plant Operator	19.63
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	9.40
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	9.40
27102 - Guard II	10.90





27131 - Police Officer I	12.05
27132 - Police Officer II	13.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.79
28042 - Carnival Equipment Repairer	13.97
28043 - Carnival Worker	9.45
28210 - Gate Attendant/Gate Tender	13.18
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.74
28510 - Recreation Aide/Health Facility Attendant	11.84
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	21.47
29020 - Hatch Tender	21.47
29030 - Line Handler	21.47
29041 - Stevedore I	19.98
29042 - Stevedore II	22.96
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	38.78
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	26.74
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	29.45
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	23.08
30051 - Cryogenic Technician I	25.57
30052 - Cryogenic Technician II	28.24
30061 - Drafter/CAD Operator I	17.49
30062 - Drafter/CAD Operator II	19.56
30063 - Drafter/CAD Operator III	20.77
30064 - Drafter/CAD Operator IV	25.57
30081 - Engineering Technician I	14.84
30082 - Engineering Technician II	16.66
30083 - Engineering Technician III	18.64
30084 - Engineering Technician IV	23.08
30085 - Engineering Technician V	28.24
30086 - Engineering Technician VI	34.16
30090 - Environmental Technician	23.08
30095 - Evidence Control Specialist	23.08
30210 - Laboratory Technician	20.77
30221 - Latent Fingerprint Technician I	25.57
30222 - Latent Fingerprint Technician II	28.24
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	28.24
30390 - Photo-Optics Technician	21.93
30395 - Radiation Control Technician	28.24
30461 - Technical Writer I	23.08
30462 - Technical Writer II	28.24
30463 - Technical Writer III	34.16
30491 - Unexploded Ordnance (UXO) Technician I	24.65
30492 - Unexploded Ordnance (UXO) Technician II	29.82
30493 - Unexploded Ordnance (UXO) Technician III	35.74
30494 - Unexploded (UXO) Safety Escort	24.65
30495 - Unexploded (UXO) Sweep Personnel	24.65
30501 - Weather Forecaster I	25.57
30502 - Weather Forecaster II	31.09
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 20.77
30621 - Weather Observer Senior	(see 2) 23.08
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.82
31020 - Bus Aide	8.15
31030 - Bus Driver	9.69
31043 - Driver Courier	9.69
31260 - Parking and Lot Attendant	9.55
31290 - Shuttle Bus Driver	10.59
31310 - Taxi Driver	9.43
31361 - Truckdriver Light	10.59
31362 - Truckdriver Medium	11.61
31363 - Truckdriver Heavy	13.92
31364 - Truckdriver Tractor-Trailer	13.92
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.54
99030 - Cashier	9.33
99050 - Desk Clerk	9.70
99095 - Embalmer	24.65
99130 - Flight Follower	24.65
99251 - Laboratory Animal Caretaker I	22.25
99252 - Laboratory Animal Caretaker II	24.31
99260 - Marketing Analyst	21.54
99310 - Mortician	24.65
99410 - Pest Controller	14.61
99510 - Photofinishing Worker	12.95
99710 - Recycling Laborer	14.32
99711 - Recycling Specialist	21.66



99730 - Refuse Collector	13.63
99810 - Sales Clerk	9.66
99820 - School Crossing Guard	16.44
99830 - Survey Party Chief	22.02
99831 - Surveying Aide	12.52
99832 - Surveying Technician	16.27
99840 - Vending Machine Attendant	22.25
99841 - Vending Machine Repairer	28.30
99842 - Vending Machine Repairer Helper	22.25

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: Life accident and health insurance plans sick leave pension plans civic and personal leave severance pay and savings and thrift plans. Minimum employer contributions costing an average of \$4.54 per hour computed on the basis of all hours worked up to 40 hours per week by service employees employed on the contract.

HEALTH & WELFARE EO 13706: Minimum employer contributions costing an average of \$4.22 per hour computed on the basis of all hours worked up to 40 hours per week by service employees employed on the covered contracts. \*

\*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)).

**APPENDIX D**

**PAST PERFORMANCE QUESTIONNAIRE  
GVB IFB NO: 2020-003  
Title: WESTIN HILL MEDIAN IMPROVEMENT**

[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: \_\_\_\_\_  
\_\_\_\_\_

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: \_\_\_\_\_  
\_\_\_\_\_

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: \_\_\_\_\_  
\_\_\_\_\_

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

