

**REQUEST FOR PROPOSAL**

**QUALITY ASSURANCE INSPECTOR**

**GVB RFP NO. 2017-012**

| GUAM VISITORS BUREAU<br>REQUEST FOR PROPOSAL<br>QUALITY ASSURANCE INSPECTOR   |   |
|---|---|
| RFP Number:<br><br><u>GVB RFP NO. 2017-012</u>  | RFP Title:<br><br>Request for Proposal for<br>QUALITY ASSURANCE INSPECTOR   |
| RFP Due Date and Time:<br><br>September 12, 2017; 5:00 p.m.   | Number of Pages: 59; including required affidavits<br>and forms.  |
| ISSUING AGENCY INFORMATION  |   |
| GUAM VISITORS BUREAU  | Issue Date: August 21, 2017   |
| Mr. Jon Nathan Denight<br>President and CEO   | 401 Pale San Vitores Road<br>Tumon, Guam 96913<br>Phone: (671) 646-5278<br>Fax: (671) 646-8861<br>Website: <a href="http://www.guamvisitorsbureau.com">www.guamvisitorsbureau.com</a> |
| INSTRUCTIONS TO OFFERORS  |   |
| DELIVERY OF PROPOSAL<br><i>By U.S. Mail or Deliver Only to the attention of:</i><br><br>Mr. Jon Nathan Denight<br>President and CEO<br>Guam Visitors Bureau<br>401 Pale San Vitores Road<br>Tumon, Guam 96913 | MARK FACE OF ENVELOPE/PACKAGE:<br>QUALITY ASSURANCE INSPECTOR<br>RFP Number: GVB RFP No. 2017-012<br>RFP Due Date: September 12, 2017; 5:00 p.m.                                      |
|   | SPECIAL INSTRUCTIONS:<br><br>Mark " <b>Confidential RFP Document</b> " on envelope<br>and in accordance with Section 1.7 of the RFP   |
| IMPORTANT: SEE TERMS AND CONDITIONS<br>OFFERORS MUST COMPLETE THE FOLLOWING   |   |
| OFFEROR NAME/MAILING ADDRESS:   | AUTHORIZED OFFEROR SIGNATORY:<br><br>(Please print name and sign in ink)  |
| OFFEROR TITLE:  | OFFEROR EMAIL ADDRESS:  |
| OFFEROR TELEPHONE NUMBER:   | OFFEROR FAX NUMBER:   |
| <b>OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE</b>  |   |

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## OFFEROR'S RFP CHECKLIST

### The 10 Most Critical Things to Keep in Mind When Responding to an RFP 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 RFP and is an excellent source of information for any questions you may have.
3. \_\_\_\_\_ **Attend the pre-proposal conference** if one is offered. 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 RFP.
4. \_\_\_\_\_ **Take advantage of the "question and answer" period.** Submit your **written** questions to the procurement officer by the due date listed in the Schedule of Events and view the answers given. Should an addendum be required, GVB will issue a formal "addendum" for the RFP. All addenda issued for an RFP are posted on GVB's website.
5. \_\_\_\_\_ **Follow the format required in the RFP** 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 proposals 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 RFP 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 RFP. If so, you must submit a signed copy of the addendum for each addendum issued along with your RFP response.
9. \_\_\_\_\_ **Review and read the RFP 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 Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses are **never** accepted.

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

## SCHEDULE OF EVENTS

### QUALITY ASSURANCE INSPECTOR GVB RFP 2017-012

| <u>DATE</u>              | <u>EVENT</u>   |
|--------------------------|--|
| August 21, 2017 (MON)    | RFP Issue Date/Public Announcement<br>RFP packets available at GVB website or<br>GVB office at 401 Pale San Vitores, Road, Tumon.  |
| August 25, 2017 (FRI)    | 5:00 p.m. - Deadline to submit written questions*<br>*GVB response will be provided directly to all<br>registered participants via email and posted on<br><a href="http://www.quamvisitorsbureau.com">www.quamvisitorsbureau.com</a> . |
| September 12, 2017 (TUE) | 5:00 p.m. - RFP response/submission deadline   |

## QUALITY ASSURANCE INSPECTOR

The Guam Visitors Bureau (GVB), a public non-stock, non-profit, membership corporation, issues this Request for Proposal (“RFP”) soliciting proposals from a qualified firm or individual (“Offeror”) to assist GVB as the **QUALITY ASSURANCE INSPECTOR**. GVB’s objective is to market and develop Guam as an appealing visitor destination. To achieve that objective, it is necessary to maintain a clean, safe and attractive environment. The intent of the contract is to engage the services of a Quality Assurance Inspector (hereinafter referred to as “Inspector”) to provide Contract Administration and Inspection Services on behalf of the Guam Visitors Bureau (hereinafter referred to as “GVB”) for various contractual work as listed in Appendix B of the RFP. Inspection services will also include other assigned duties such as removal of illegal banners and signage, infrastructural inspections, and other matters which impact visual and safety issues.

Request for Proposal (RFP) packages may be obtained at the GVB’s Main Office, in Tumon, Guam, anytime from Monday through Friday, excluding Guam holidays, between 8:00 a.m. and 5:00 p.m. The RFP may also be downloaded at the Guam Visitors Bureau’s website at [www.quamvisitorsbureau.com](http://www.quamvisitorsbureau.com).

A **non-refundable US\$25.00 fee** is required for each USB Packet picked up at the GVB office. Methods of acceptable payment to the Bureau are:

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

GVB hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this solicitation, 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.

The right is reserved to reject any or all proposals or bids, waive any imperfection in the bid proposal or cancel this solicitation all according to law in the interest of GVB.

**If you are interested in submitting an offer for GVB RFP 2017-012 QUALITY ASSURANCE INSPECTOR, please send your proposal to:** Jon Nathan Denight, President and CEO, Guam Visitors Bureau, 401 Pale San Vitores Road, Tumon, Guam 96913. **Deadline for submission of all proposals is 5:00 p.m. (Guam Time) on Tuesday, September 12, 2017.**

/s/ JON NATHAN DENIGHT  
President and CEO

## SECTION 1

## REQUEST FOR PROPOSALS OVERVIEW

### 1.0 Intent

GVB's intent is to engage the services of a Quality Assurance Inspector (hereinafter referred to as "Inspector") to provide Contract Administration and Inspection Services on behalf of the Guam Visitors Bureau (hereinafter referred to as "GVB") for various contractual work as listed in Appendix B of this RFP. Inspection services will also include other assigned duties such as removal of illegal banners and signage, infrastructural inspections, and other matters which impact visual and safety issues, as directed by GVB.

### 1.1 Scope of Work

The Inspector shall undertake any or all of the foregoing major tasks on behalf of GVB as necessary and in relation to the Exhibits 1, 2 & 3 Monitoring Guidelines & Work Plan found in Appendix B:

Task 1: Evaluation of GVB contractual projects

- a. Conduct yearly performance review and evaluation of contractual projects for the basis of contract award recommendations for the succeeding year(s).
- b. Review, recommend and adjust contract issues as deemed necessary.

Task 2: Achieve proper and timely implementation of the Projects.

- a) Act as the authorized agent for GVB to administer Project implementation, except as otherwise determined by GVB.
- b) Assist with GVB representation at meetings with the Contractor and/or other GovGuam agencies or private organizations/individuals to discuss and resolve issues related to Project implementation.
- c) Hold meetings with GVB, as necessary, to discuss contract administration policies, progress of implementation or issues pertinent to the Project.
- d) Prepare and distribute necessary correspondence and reports as required for proper Project management, including a monthly Project summary to GVB complete with progress photos.
- e) Enforce compliance by the Contractor with all applicable GovGuam and Federal requirements specifically related to the conduct of the work, including:
  1. Equal Employment Opportunity Provisions
  2. Insurance and Bonds
  3. Labor Standards
  4. Wage & Hour Standards
  5. Manpower Utilization Reports
- f) Review, process, approve and maintain ledger of GVB Project Contractor invoices and payments, ensuring that they reflect actual completed work, payment due and that appropriate sums are retained as required by the Contract Documents.
- g) Coordinate as necessary, with appropriate GovGuam agencies to ensure that the Project is executed in compliance with GovGuam or Federal regulations and standards.
- h) Review any Project change orders, claims or disputes by the Contractor and make recommendations to GVB. Maintain adequate and accurate records of facts, materials, labor and equipment associated with any claims or disputes.



- i) Evaluate and direct the Contractor's work calendar, as appropriate, to ensure that the schedule is correct, realistic and shows a sequence of work conformed to the approved Contract Completion Period and Sequence of Work outlined in the Contract Documents.

Task 3: Inspection Services - The Inspector will provide complete professional inspection services as may be required to assure the quality of work, adequacy of equipment, check conformance of work with the approved contract documents and overall satisfactory performance of the Contract.

- a. Routinely inspect the Contractor's work to ensure that it is accomplished according to the contract documents and work schedule.
- b. Strictly enforce all provisions of the contract specifications dealing with the work execution, particularly as they relate to run-off and erosion mitigation, soil, water and plant nutrient management.
- c. Issue stop work orders for a portion of or the entire Project as may be required under the following:
  - i. Without prior notice to GVB when conditions of work or actions by the Contractor threaten the health and safety of the Contractor's workers, inspectors or the public.
  - ii. With prior notice to and approval from GVB when actions by the Contractor are in violation of the approved contract documents.
- d. Direct changes to the Contractor's operations if needed to minimize inconvenience to and protect the safety of the public as permitted by the specifications.
- e. Assure Contractor compliance with all applicable Territorial Laws and government rules and regulations.
- f. Maintain a daily record of work progress including, but not necessarily limited to the following:
  - i. Activities of specific categories and progress and quality of work
  - ii. Name, manufacturer, model, capacity, etc. of the equipment to be used (a descriptive brochure will be appropriate)
  - iii. Classification and hours worked by job personnel
  - iv. Equipment used or detected idle on the job
  - v. Weather conditions
  - vi. Instructions given and responses received
  - vii. Controversies
  - viii. Difficulties encountered
  - ix. Deficiencies in and violations of safety rules and regulation.
- g. Closely monitor and report any hardscape concerns and all repairs (water, street pavement, streetlights, etc.) in tourist district areas and ensure that appropriate GovGuam agency, and/or any other party involved, restores the work sites(s) to its original condition immediately after the necessary repair work is completed.
- h. Report and address removal of unsightly signage/banners and other issues that pose a landscape blight, obstruction or safety concern. Closely monitor and report graffiti activity for immediate removal.
- i. Report situations that pose a potential threat to the safety of visitors and local community, including but not limited to illegal dumping, squatter issues and other conditions that warrant immediate attention.

Project Close-Out/Turn Over Of Completed Work: At the conclusion of the fiscal year, the Inspector shall submit a Project binder and other pertinent materials to GVB.

**GVB Responsibilities:**

- a. Timely decisions and actions on all policy matters.
- b. Timely approval of changes and payment requests.
- c. Provide legal services to the Inspector on matters involving the administration of the contract.
- d. Furnishing of all easements, rights-of-way and rights-of-entry as may be required for proper execution of the Project.

## **1.2 RFP Process**

It is in the best interest of the Offeror to register online at [www.guamvisitorsbureau.com](http://www.guamvisitorsbureau.com) to download the complete RFP solicitation packet; or by registering at GVB if the packet is obtained at the GVB office at 401 Pale San Vitores Road, Tumon, Guam 96913.

All inquiries pertaining to this RFP are to be addressed to the President and CEO, acting in the capacity of the Chief Procurement Officer, Guam Visitors Bureau, 401 Pale San Vitores Road, Tumon, Guam 96913.

The President and CEO or his designee(s) will coordinate all questions through GVB Procurement and will respond in writing. The President and CEO may also be contacted at (671) 646-5278/9, or via email at [procurement@visitguam.org](mailto:procurement@visitguam.org). If an addendum is required it will be issued by GVB, and posted on the GVB website at [www.guamvisitorsbureau.com](http://www.guamvisitorsbureau.com).

If it becomes necessary to revise or amend any part of this RFP, GVB will publish a revision by written addendum on its website and notify all prospective Offerors who have registered. Offerors will be responsible for adhering to the requirements of any addenda to this RFP.

GVB hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this solicitation, 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.

The right is reserved to reject any or all proposals or bids, waive any imperfection in the bid proposal or cancel this solicitation all according to law in the interest of GVB.

Offerors are to rely, for information regarding this RFP, on the RFP itself and information provided by the President and CEO as indicated in the introduction to this RFP. GVB is not responsible for any misinformation received from other sources.

The responsibility for submitting a response to this RFP on or before the stated time and date will be solely and strictly that of the Offeror. GVB will in no way be responsible for delays caused by the U.S. Post Office, courier services, or by any entity or by any occurrence.

By submitting a Proposal, the Offeror agrees to accept and abide by the terms of this RFP. GVB reserves the right to reject any or all submittals, to waive any informality or irregularity, and to accept any submittals which it may deem to be in the best interest of GVB and the territory.

### 1.3 RFP Submission Criteria

- A. Each Offeror shall submit six (6) complete sets of the proposal: one (1) marked “ORIGINAL” and five (5) marked “COPY.”
- B. An official authorized to legally bind the Offeror to all RFP provisions contained herein shall sign the proposal. Submittals will be considered incomplete if they do not bear the signature of an agent of the Offeror who is in a position to contractually bind the Offeror.
- C. Terms and conditions differing from those set forth in this RFP may be cause for disqualification of the proposal.
- D. Offeror must designate those portions of their proposal, if any, they believe contain trade secrets or proprietary data which Offeror wants to keep confidential.
- E. Offeror must organize proposal into sections that follow the format of this RFP, with tabs separating each section. A point-by-point response to all numbered sections, subsections and appendices is required. If no explanation or clarification is required in the Offeror’s response to a specific subsection, the Offeror shall indicate so in the point-by-point response or utilize a blanket response for the entire section with the following statement: “**(Offeror’s Name) understands and will comply.**”

### 1.4 Requests for Clarification

- A. It is incumbent upon each Offeror to carefully examine all specifications, terms, and conditions contained in the RFP. Any inquiry regarding this solicitation must be made in writing and in accordance with the requirements of this RFP. To be considered, inquiries must be addressed to GVB’s point of contact set forth above.
- B. GVB will issue responses to inquiries in writing prior to the date on which proposals are due. GVB will email, airmail, and post on the GVB website said responses to each person recorded as having been furnished with a copy of this RFP, and prospective Offerors are responsible for ensuring that they receive all such responses. To ascertain whether GVB issued such responses with respect to this RFP, prospective Offerors may contact GVB’s point of contact as set forth above.
- C. Prospective offers and Offerors should not rely on any representations, statements, or clarifications not made in this RFP or in a formal GVB response. GVB will not be responsible for any oral representation(s) given by any employee, representative, or other individual. The issuance of a written addendum is the only official method by which interpretation, clarification, or additional information can be given.
- D. Prospective Offerors are advised that, from the date of issuance of this RFP until the award of any contract, they are not permitted to contact GVB Board of Directors or employees, and/or the Selection Committee related to this solicitation, except

for GVB's designated point of contact as set forth above. Offerors who violate this requirement will be disqualified.

## 1.5 Schedule of Events

Offerors must abide by the Schedule of Events as indicated on page 6 of this RFP.

## 1.6 RFP Closing Date

Proposals shall be submitted to GVB no later than **5:00 p.m. Chamorro (Guam) Standard time, September 12, 2017 (Tuesday)**, at 401 Pale San Vitores Road, Tumon, Guam, 96913. Proposals received after this date and time will not be considered.

## 1.7 Delivery of Proposals

**(FACSIMILE AND E-MAIL OF PROPOSALS WILL NOT BE ACCEPTED)**

All proposals shall be sealed and delivered or mailed to:

**ATTN: MR. JON NATHAN DENIGHT  
President and CEO  
Guam Visitors Bureau  
401 Pale San Vitores Road  
Tumon, Guam 96913**

Mark package(s):

YOUR COMPANY NAME  
SUBMISSION IN RESPONSE TO  
GVB RFP NO. 2017-012  
**QUALITY ASSURANCE INSPECTOR**  
CONFIDENTIAL DOCUMENT ENCLOSED

**Note:** Please ensure that if a third party carrier (Federal Express, Airborne, UPS, USPS, etc.) is used, that it is properly instructed to deliver your proposal only to GVB at the address noted above. To be considered, a proposal must be received and accepted by GVB before the RFP closing date and time.

## 1.8 Offeror's Responsibilities

An Offeror, by submitting a proposal, represents that:

- A. The Offeror has read and understands the RFP in its entirety and that the proposal is made in accordance therewith, and;
- B. The Offeror possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to GVB, and;
- C. Before submitting a proposal, each Offeror shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements

affecting the full performance of the contract and to verify any representations made by GVB upon which the Offeror will rely. If the Offeror receives an award because of its proposal submission, failure to have made such investigations and examinations will in no way relieve the Offeror from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Offeror for additional compensation or relief.

## 1.9 Conflict of Interest

All Offerors shall complete and have notarized the attached disclosure form of any potential conflict of interest that an Offeror may have due to ownership, other clients, contracts, or interests associated with this RFP. (**NOTE:** Required Affidavits are provided in this RFP.)

## 1.10 Certificates

GVB reserves the right to require proof that the Offeror is an established business and is abiding by the regulations and laws of Guam, such as but not limited to occupational licenses and business licenses.

Offeror shall attach a copy of its Guam business license. Offeror shall include all current licenses, certifications, and any additional documentation that illustrates the Offeror's qualifications to perform the services specified in this RFP.

## 1.11 Presentations by Offerors

GVB at its sole discretion may ask individual Offerors to make oral presentations and/or demonstrations without charge to GVB.

GVB reserves the right to require any Offeror to demonstrate to the satisfaction of GVB that the Offeror has the requisite ability to properly furnish the services and requirements of this RFP. The demonstration must satisfy GVB and GVB shall be the sole judge of compliance.

Offerors are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original proposal package.

## 1.12 Award

GVB reserves the right to award the contract to the Offeror that GVB deems to be the best qualified.

In addition, GVB at its sole discretion, reserves the right to cancel this RFP, to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the territory of Guam's best interest to do so.

This RFP does not commit GVB to award a contract. GVB shall not be responsible for any cost or expense, which may be incurred by the Offeror in preparing and submitting the proposal called for in this RFP, or any cost or expense incurred by the Offeror prior to the execution of a contract.

### 1.13 Records and Right to Audit

The Offeror shall maintain such financial records and other records as may be prescribed by GVB or by applicable federal and local laws, rules, and regulations.

### 1.14 Offeror's Personnel

- A. The Offeror shall comply with all:
  - 1. Local laws, regulations, and labor union agreements governing work hours; and
  - 2. Labor regulations including collective bargaining agreements, workers' compensation, working conditions, fringe benefits, and labor standards or labor contract matters.
- B. The Offeror shall indemnify and hold GVB harmless from all claims arising out of the requirements of this provision. This indemnity includes the Offeror's obligation to defend and/or resolve, without cost to GVB, any claims or litigation concerning allegations that the Offeror or GVB, or both, have not fully complied with local labor laws or regulations relating to the performance of work required by the contract.

### 1.15 Termination / Cancellation of Contract

GVB reserves the right to cancel the contract without cause with a minimum thirty (30) days written notice. Termination or cancellation of the contract will not relieve the Offeror of any obligations for any deliverables entered into prior to the termination of the contract (i.e. reports, statements of accounts, etc., required and not received).

Termination or cancellation of the contract will not relieve the Offeror of any obligations or liabilities resulting from any acts committed by the Offeror prior to the termination of the contract.

Termination for Default. GVB shall notify the Offeror in writing of deficiencies or default in the performance of its duties under the contract and the Offeror shall have ten (10) days to correct same or to request, in writing, a hearing. GVB shall hear and act upon same within twenty (20) days from receipt of said request and shall notify the Offeror of said action. The action by GVB shall be either to confirm, in whole or in part, the specified deficiencies or default, or to relieve the Offeror of responsibilities for said deficiencies or default, or find that there are no deficiencies or default, or such action as deemed necessary in the judgment of GVB. Failure of the Offeror to remedy said specified items of deficiency or default in the notice by GVB within ten (10) days of receipt of such notice of such decision, shall result in the termination of the contract, and GVB shall be relieved of any and all responsibilities and liabilities under the terms and provisions of the contract.

### 1.16 Independent Contractor Relationship

Offeror shall provide the services required herein strictly under a contractual relationship with GVB and is not, nor shall be, construed to be an agent or employee of GVB. As an independent contractor, the Offeror shall pay any and all applicable taxes required by law and shall comply with all pertinent federal and local statutes. Benefits for Offeror, its employees and subcontractors

shall be the sole responsibility of the Offeror including, but not limited to, health and life insurance, mandatory social security, retirement, liability/risk coverage, and workers and unemployment compensation.

The Offeror shall hire, compensate, supervise, and terminate members of its work force, and shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.

The Offeror shall not be provided special space, facilities, or equipment by GVB to perform any of the duties required by the contract nor shall GVB pay for any business, travel, or training expenses or any other contract performance expenses not specifically set forth in the specifications.

Prior to commencing work, the successful Offeror will be required to sign a written contract incorporating the specifications and terms of the RFP and the response thereto. The initial contract term is for a one-year period, with two one-year options to renew. The contractual obligation of both parties in each fiscal period succeeding the first is subject to the appropriation and availability of funds therefore.

Upon expiration of the third contract term, the President and CEO may have the option to extend contract for a period not to exceed [90 days] from the ending term date, or until such time GVB is able to secure a new contract.

#### **1.17 Assignment/Subcontract**

The Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any award or of any of its rights, title, or interests therein, without the prior written consent of GVB. Subcontractors shall be subject to all provisions of the resulting contract. GVB shall approve any requests for assignments and/or subcontracting prior to execution.

#### **1.18 Governing Laws**

Except to the extent federal law is applicable, the laws and regulations of Guam shall govern the interpretation, effect, and validity of the RFP and any contract resulting from this RFP. Venue of any court action shall be in Guam. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

Any dispute arising under or out of this RFP and/or contract is subject to the provisions of Title 2 Guam Administrative Rules and Regulations, Division 4 (Procurement Regulations), Chapter 9 (Legal and Contractual Remedies); Title 5 Guam Code Annotated, Chapter 5 (Guam Procurement Law), Article 9 (Legal and Contractual Remedies); and any other applicable laws, statutes, or regulations.

#### **1.19 Indemnification of GVB**

The Offeror shall indemnify, hold harmless, and defend GVB, its officers, agents, and employees from or on account of any claims losses, expenses, injuries, damages, actions, lawsuits,

judgments, or liability resulting or arising from Offeror's performance or nonperformance of services pursuant to the contract, excluding any claims, losses, expenses, injuries, damage, or liability resulting or arising from the actions of GVB, its officers, agents, or employees. The indemnification shall obligate the Offeror to defend at its own expense or to provide for such defense, at GVB's option, any and all claims and suits brought against GVB, which may result from Offeror's performance or nonperformance of services pursuant to the contract.

### **1.20 Modifications Due to Public Welfare or Change in Law**

GVB shall have the power to make changes in the contract as the result of changes in law and to impose new rules and regulations on the Offeror under the contract relative to the scope and methods of providing services as shall, from time-to-time, be necessary and desirable for the public welfare. GVB shall give the Offeror notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Offeror. In the event of any future change in federal or Guam laws, GVB materially alters the obligations of the Offeror, or the benefits to GVB, then the contract shall be amended consistent therewith. Should these amendments materially alter the obligations of the Offeror, then the Offeror or GVB shall be entitled to an adjustment in the rates and charges established under the contract. Nothing contained in the contract shall require any party to perform any act or function contrary to law. GVB and the Offeror agree to enter into good faith negotiations regarding modifications to the contract, which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the contract, GVB and the Offeror shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the Offeror directly and demonstrably due to any modification in the contract under this clause.

### **1.21 Force Majeure**

GVB and the Offeror will exercise every reasonable effort to meet their respective obligations as outlined in the RFP and the ensuing contract, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including but not limited to, compliance with any government law or regulation, acts of God, acts or omissions of the other party, government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems, and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

### **1.22 Confidential or Proprietary Information**

Proposals of Offerors who are not awarded the contract shall not be opened to public inspection, but will be part of the official procurement record. After award, the proposal of the Offeror receiving a contract will become available for public inspection. If the Offeror selected for award has requested in writing upon submission of Proposal the non-disclosure of trade secrets or other proprietary data so identified, GVB shall examine the designated information to determine whether such information shall be considered proprietary. If GVB and Offeror are unable to agree as to the disclosure of certain portions of Offeror's proposal, GVB shall inform the Offeror in writing what portion of the proposal will be disclosed and that, unless the Offeror withdraws the proposal, or protests under 5 GCA Article 9 (Legal and Contractual Remedies) of the Guam Procurement



Law, the information may be so disclosed. (See also Title 2, Guam Administrative Regulations, Division 4, Section 3114(h)(1)).

### 1.23 Submission of Fee(s)

The Offeror determined to be best qualified will be notified to submit to GVB, at a time specified by GVB and prior to commencement of negotiations, their fee to perform the required services.

## SECTION II EVALUATION PROCEDURE AND CRITERIA

### 2.0 Evaluation Process

Selection of the best qualified Offeror will be based on the qualifications, experience, and commitment of the Offeror's lead and support individuals proposed for this RFP, and the Offeror's plan of action. GVB plans to negotiate a contract with the best-qualified Offeror for the required services at a compensation rate determined in writing to be fair and reasonable.

#### 2.1 Evaluation Committee

The GVB President and CEO will form an Evaluation Committee. Evaluations may be conducted as a group or individually, however, each Evaluator shall use the same evaluation form and the results compiled to present a cumulative score with recommendation(s) to the President and CEO. The President and CEO shall then request the approval of GVB's Board of Directors approval to enter into negotiations with the best-qualified Offeror.

#### 2.2 Evaluation Criteria & Scale

The Evaluation Committee will review and evaluate all offers according to the established criteria contained herein based on a maximum possible value of 100 points. All proposals must include the following and will be scored by the point scale provided:

- A. **50 points. Qualifications & Experience:** All proposals submitted in response to this opportunity shall contain a Statement of Qualifications, which shall:
  - A.1. Describe the qualifications and ability of the Offeror to perform the Scope of Services set forth in this document;
  - A.2. Identify the team members and any other key staff personnel to be involved in this project;
  - A.3. Provide sufficient detail to support their degrees or levels of expertise, job performance, and ability to perform the work contemplated;
  - A.4. Provide the name and resume of the person or persons who will perform services pursuant to this RFP;
  - A.5. Include resumes of the principals, key staff, and any other employees who will be directly involved in performing the work.

**B. 5 points. Demonstrated Capability and Capacity to Respond.**

- B.1. Prospective offerors must demonstrate that they possess the capacity and capability to respond to the broad range of projects, challenges and opportunities that need innovative solutions.
- B.2. Include a minimum of three (3) examples of similar successful projects to include but not limited to Project Name, Project Summary, Place, Name of the Organization your firm provided the work to and at least one (1) photo of the final product.

**C. 5 points. Quality & Responsiveness.**

The quality and responsiveness of an Offeror's proposal is subject but not limited to the following:

- C.1. Proof of the license to do business on Guam and statement of no pending legal issues with the government or other private companies.
- C.2. Affidavits (attached) notarized in the state or territory of the offeror's principal place of establishment.
- C.3. Adherence to any amendments issued by GVB.
- C.4. At a minimum the Offeror shall provide:
  - (a) Name and address of offeror
  - (b) Age of Offeror's business
  - (c) List of all subcontractor's for this project.

**D. 40 points. Plan of Performance – Approach & Strategy**

Plan of Performance must include the Offeror's Approach and Strategy to carrying out the services sought herein. This must include but is not limited to the following:

- D.1. Proposals shall include a Work Plan that delineates the Firm's approach to be used in working with GVB to provide the services sought herein. (see Section 1: 1.1 Scope of Work).
- D.2. The Offeror shall describe its conception of the best working relationship with GVB and other governmental agencies that would ensure the success of this project.
- D.3. Proposed subcontractors (if any) it would engage to effect a full turn-key service.

**TOTAL MAXIMUM POINTS.....(100 Points)**

**2.3 Investigation and Rejection**

GVB reserves the right to conduct any investigation deemed necessary as to the background,

qualifications, experience, and record of performance of any Offeror, and to reject any or all proposals if deemed necessary in the public interest. GVB shall review and determine whether an Offeror has the necessary qualifications, staffing, management, and experience required to properly conduct the work in accordance with all applicable laws, statutes, and regulations.

## SECTION III INSTRUCTIONS TO OFFERORS

### 3.0 Defined Terms

The terms used in these Instructions to Offerors are defined in Guam's procurement laws and regulations have the same meanings assigned to them in this RFP. The term "Offeror" means one who submits a proposal directly to GVB, as distinct from a sub-Offeror who submits a proposal to the Offeror. The term "successful Offeror" means the best-qualified Offeror for the required services to whom GVB (on the basis of GVB's evaluation as hereinafter provided) makes an award. The term "request for proposals documents" includes the invitation to submit a proposal, instructions to Offerors, and all addenda. The term "GVB" means the Guam Visitors Bureau and vice versa. The term "price data" are factual information concerning prices, including profit, for supplies, services, or construction substantially similar to those being procured. In this definition, "prices" refer to offered or proposed selling prices, historical selling prices, and current selling prices of such items. This definition of "prices" refers to data relevant to both prime and subcontract prices. The term "cost data" are information concerning the actual or estimated cost of labor, material, overhead, and other cost elements which have been actually incurred or which are expected to be incurred by the contractor in performing the contract.

### 3.1 Type of Procurement

This procurement is a Request for Proposal.

### 3.2 Language of Proposal

The proposal prepared by the Offeror and all correspondence and documents relating to the proposal exchanged by the Offeror and GVB shall be written in the English language. Supporting documents and printed literature furnished by the Offeror with the proposal may be in another language provided they are accompanied by an appropriate translation of relevant passages in the English language. For the purpose of interpretation of the proposal, the English language translation shall prevail.

### 3.3 Familiarity with Laws

The Offeror is assumed to be familiar with all U.S. federal and Guam laws that in any manner affect the work to be performed under this RFP. Ignorance on the part of the Offeror will in no way relieve them from responsibility.

### 3.4 Signature on Proposal

The Offerors must sign their proposals correctly. If the proposal is made by an individual, said individual's name and mailing address must be shown. If made by a firm or partnership, the name and mailing address of each member of the firm or partnership must be shown. If made by a corporation, the person signing the proposal shall show the name of the country, state, or territory under the laws of which the corporation was chartered, and the names and business address of

its president, secretary, and treasurer. A proposal submitted by a joint venture must be accompanied by the document of formation of the joint venture, duly registered and authenticated by a notary public, in which is defined precisely the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it, the participation of the several firms forming the joint venture, the principal member of the joint venture, and address for correspondence for the joint venture. The Offeror is advised that the joint venture agreement must include a clause stating that the members of the joint venture are severally and jointly bound by the terms of the contract.

### **3.5 Currencies of Proposal and Payment**

All rates and prices in the proposal and all payments to the Offeror shall be in the currency of the United States of America.

### **3.6 Modification or Withdrawal of Proposals**

Proposals may be modified or withdrawn at any time prior to the submission date.

### **3.7 Receipt, Opening and Recording of Proposals**

Upon receipt, each proposal and/or modification will be time-stamped, held in a secure place, and not be opened until the proposal closing date. The only acceptable evidence to establish the date and time of receipt at GVB is the date and time stamp of the GVB Office on the wrapper or other documentary evidence of receipt maintained by GVB. Proposals and modifications shall not be opened publicly, but shall be opened in the presence of two or more GVB procurement officials. After the date established for receipt of proposals, a registrar of proposals will be prepared which shall include all proposals, the name of each Offeror, the number of modifications received, if any, and a description sufficient to identify the service item offered. The registrar of proposals shall be opened to public inspection only after award of the contract. Proposals and modifications shall be shown only to GVB procurement personnel having an interest in them.

### **3.8 Evaluations and Discussions**

- A. Evaluation: GVB will evaluate all proposals submitted and may conduct discussions with any Offeror. The purpose of such discussions shall be to:
  - 1. Determine in greater detail such Offeror's qualifications; and
  - 2. Explore with the Offeror the scope and nature of the required services, the Offeror's proposed method of performance, and the relative utility of alternative methods of approach.
  
- B. Non-Disclosure of Information: Discussions shall not disclose any information derived from proposals submitted by other Offerors, and GVB shall not disclose any information contained in any proposals until after award of the proposed contract has been made. The proposal of the Offeror awarded the contract shall be opened to public inspection except as otherwise provided for in the contract. The proposals of the Offerors who are not awarded the contract shall not be opened to public inspection.

- C. Selection of the Best Qualified Offeror: Upon completion of the validation of qualifications, evaluations, and discussions, GVB shall select, in the order of their respective qualification ranking, no fewer than three (3) acceptable Offerors, or such lesser number if less than three (3) acceptable proposals were received, deemed to be the best qualified to provide the required services.
- D. Submission of Cost or Pricing Data: The Offeror determined to be the best qualified shall be required to submit cost or pricing data to GVB at a time specified by GVB prior to the commencement of negotiations.

### 3.9 Negotiation and Award of Contract

- A. General: GVB shall negotiate a contract with the best-qualified Offeror for the required services at a compensation determined in writing to be fair and reasonable.
- B. Elements of Negotiation: Contract negotiations shall be directed toward:
  - 1. Making certain that the Offeror has a clear understanding of the scope of work, specifically, the essential requirements involved in providing the required services.
  - 2. Determining that the Offeror will make available the necessary personnel and facilities to perform the services within the required time.
  - 3. Agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity, and nature of such services.

### 3.10 Successful Negotiation of Contract With Best-Qualified Offeror

If compensation, contract requirements, and contract documents can be agreed upon with the best-qualified Offeror, and subject to Board approval, the contract shall be awarded to that Offeror. Written notice of award shall be public information and made a part of GVB's procurement file.

### 3.11 Failure to Negotiate Contract With Best-Qualified Offeror

- A. If compensation, contract requirements, or contract documents cannot be agreed upon with the best qualified Offeror, a written record stating the reasons therefore shall be placed in the procurement file and GVB shall advise such Offeror of the termination of negotiations which shall be confirmed by GVB's written notice to such Offeror.
- B. Upon failure to negotiate a contract with the best-qualified Offeror, GVB may enter into negotiations with the next most qualified Offeror. If compensation, contract requirements, and contract documents can be agreed upon, then the contract shall be awarded to that Offeror. If negotiations again fail, negotiations shall be terminated as set forth in paragraph 3.11(A) above and new negotiations shall commence with the next qualified Offeror.

- C. Should GVB be unable to negotiate a contract with any of the Offerors initially selected as the best qualified Offerors, offers may be resolicited, or additional Offerors may be selected based on original, acceptable submissions in the order of their respective qualification ranking and negotiations may continue until an agreement is reached and the contract is awarded.

### 3.12 Cancellation of Solicitation; Delays

GVB reserves the right to cancel or to withdraw this RFP as provided in law and regulation, to delay any GVB determination required by the RFP, or to reject all proposals, or any individual Proposal in whole or in part at any time prior to the final award in the best interest of GVB as provided in law and regulation. The reasons for the cancellation, delay, or rejection shall be made a part of the procurement file and shall be available for public inspection.

- A. After opening of the proposals, but prior to award, all proposals or any individual proposal in whole or in part, may be rejected when GVB determines in writing that such action is in the territory of Guam's best interest for reasons including but not limited to:
  1. The supplies or services being procured by this solicitation are no longer needed.
  2. Ambiguous or otherwise inadequate specifications were part of the solicitation.
  3. The solicitation did not provide consideration of all factors of significance to the territory.
  4. The proposals only offer prices which exceed available funds and it would not be appropriate to adjust quantities to come within available funds.
  5. All otherwise acceptable proposals received contain unreasonable prices.
  6. There is reason to believe that the proposals may not have been arrived at in open competition, and/or that there was collusion between Offerors and/or the proposals were not submitted in good faith.

If this RFP is cancelled or all the proposals have been rejected prior to final award, notice of cancellation or rejection shall be sent to all Offerors. The reasons for the cancellation or rejection shall be made a part of the procurement file and shall be available for public inspection.

- B. GVB may reject any individual proposal in whole or in part when such rejection is in the best interest of the territory. Reasons for rejecting a proposal in whole or in part include but are not limited to:
  1. GVB has determined that the Offeror is not a responsible Offeror pursuant to 2 GAR, Div. 4, Chap. 3, §3116.

2. The proposal is non-responsive, that is, it does not conform in all material respects to the RFP.
3. The offered supply or service in the proposal is unacceptable by reason of its failure to meet the requirements of the specifications or permissible alternatives or other acceptable criteria set forth in the RFP.

### 3.13 Disqualification of Proponent

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that an Offeror has an interest in more than one (1) proposal for the same work will cause the rejection of all proposals in which such Offeror is believed to have an interest. Any or all proposals will be rejected if there is reason to believe that collusion exists among the Offerors and no participants of such collusion will be considered in future request for proposals for the same work. Proposals in which the prices obviously are unbalanced will be rejected. Proposals submitted by Offerors who do not meet the evaluation criteria will not be considered for review by GVB.

### 3.14 Right to Reject Proposal

GVB reserves the right to reject any or all Proposals in accordance with law and regulation, and to waive technical errors, or minor informalities, or to accept any proposals in part.

### 3.15 Award of Contract

The award of contract, if it is awarded, will be awarded to the best qualified Offeror for the required services at a compensation determined in writing to be fair and reasonable, and subject to the approval of the Board. In no case will the award be made until GVB has completed all necessary investigations into the responsibility of the proposed Offeror, and GVB is satisfied that the proposed Offeror is qualified to do the work and has the necessary organization, capital, and equipment to carry out the provisions of the contract to GVB's satisfaction within the time specified.

### 3.16 Execution of Contract

The Offeror which is determined to be the best qualified, or the next best qualified Offeror should GVB cease contract negotiations with better qualified Offerors, shall sign the necessary agreement entering into a contract with GVB, and return a fully executed contract, containing the terms mutually agreed upon by the parties, to GVB within **seven (7) calendar days** after GVB determines in writing that the Offeror's requested compensation, for the required services, is fair and reasonable.

### 3.17 Addenda

Any amendment, modification, or addenda issued by GVB, prior to the established due date of the proposals, for the purpose of changing the intent of the plans and specifications clarifying the meaning, or changing any of the provisions of this RFP, shall be binding to the same extent as if originally required by this RFP. Any addenda issued by GVB will be sent to all Offerors in duplicate. Notice may also be obtained by accessing GVB's web site. The Offerors shall acknowledge receipt of the same by their signatures on one copy, which is to be returned to GVB,

and said copy shall accompany the Offerors respective proposals. Acknowledgment may also be made in writing or by email.

### **3.18 Invoicing And Payment Terms And Conditions**

All applicable invoices from the Offeror who is awarded the contract arising from this RFP shall include supporting documents (i.e., timesheets, shipping invoices, consumable listings, receipts, etc.). All supporting documents must be reviewed and approved by GVB prior to invoice submittal for charges. All applicable GVB approved invoices will be paid net thirty (30) days from the date the invoices are received by GVB. Payment shall be made using a method mutually agreed upon by GVB and the successful Offeror. Applicable invoices must be submitted no later than three (3) months after completion of any given task or project. Failure to do so may result in forfeiture of payment.

### **3.19 Taxes**

The successful Offeror shall be liable for all applicable taxes and duties. GVB shall have no tax liability under this contract arising from this RFP. Specific information on taxes may be obtained from the Department of Revenue and Taxation, Government of Guam.

### **3.20 Licensing**

GVB will not consider for award any proposal submitted by an Offeror who has not complied with Guam's business and/or other licensing laws. Specific information on licenses may be obtained from the Department of Revenue and Taxation, Government of Guam.

### **3.21 Disclosure of Major Shareholders**

As a condition of submitting a proposal in response to this RFP, all Offerors, whether they are partnerships, sole proprietorships, or corporations, shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten (10) percent 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 the proposal made in response to this RFP. The 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 this RFP for the Offeror and shall also contain the amounts of any such commission, gratuity, or other compensation. The affidavit shall be open and available to the public for inspection and copying.

### **3.22 Local Procurement Preference/ Service Disabled Veteran Owned Business Preference**

Offerors who seek local procurement preference may request it as part of their proposals, for GVB's consideration. Only Offerors who qualify for local procurement preference pursuant to 5 GCA §5008 may receive said preference by GVB. The GVB will employ where applicable a service disabled veteran owned business preference in accordance with 5 GCA §5011.

### **3.23 Non-Collusion Affidavit and Conflict of Interest Disclosures**

Offerors must submit a non-collusion affidavit and conflict of interest disclosures in the form



provided with this RFP. Failure to submit said affidavit and disclosures shall result in the Offeror's proposal to be deemed non-responsive to this RFP, and such proposal shall not be considered for award.

### **3.24 Restrictions Against Contractors Employing Sex Offenders from Working at Government of Guam Venues**

The Offeror must submit with their proposal an affidavit acknowledging their responsibilities pursuant to 5 GCA § 5253, Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues. Per this statute, the Offeror must affirm that:

- A. 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;
- B. 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.

### **3.25 Compliance with Wage Laws**

The Offer who is awarded a contract shall pay employees, at a minimum, in accordance with the Wage Determination for Guam issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to GVB. In the event of a renewal of the contract, the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date of the contract shall apply to that renewal contract. In addition to the applicable Wage Determination, the contract shall contain provisions mandating health and similar benefits for employees, such benefits having a minimum value as detailed in the Wage Determination promulgated by the U.S. Department of Labor, and shall contain provision guaranteeing a minimum of ten (10) paid holidays per annum for each employee.

The Offer is required to execute the Declaration Re Compliance with U.S. DOL Wage Determination, and submit the executed declaration with the Offeror's proposal. NOTE: Required Affidavits are provided in this RFP.

### **3.26 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.

### 3.27 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.

### 3.28 Representation Regarding Ethical Standards

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.

### 3.29 Condition of Contract

As a condition of contract, contractor will agree to indemnify, defend and hold harmless the GVB and the Government of Guam in all actions and from all liability in tort or contract arising from contractor performance of a contract.

### 3.30 Contact for Contract Negotiation

If your firm is selected as the best qualified to perform the services as described herein, please designate a person whom we may contact for prompt negotiation by filling out FORM NO. 1, attached herein.

### 3.31 Notice of Award

GVB will notify all Offerors of the results of the award. Written notice of award will be public information and made a part of the contract file.

## APPENDIX A

### 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.

**AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS**

**GVB RFP 2017-012**

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

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

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

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

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

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

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

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

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

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

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



**AFFIDAVIT re NON-COLLUSION**  
**GVB RFP 2017-012**

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

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

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

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

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

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

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

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



**AFFIDAVIT re NO GRATUITIES or KICKBACKS**  
**GVB RFP 2017-012**

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

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

1. The name of the offering firm or individual is [state name of offeror/company]

\_\_\_\_\_.

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

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

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

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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



**AFFIDAVIT re ETHICAL STANDARDS**  
**GVB RFP 2017-012**

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

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

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

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

My Commission expires \_\_\_\_\_

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



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

RFP No: **GVB RFP 2017-012**

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

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

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

**§ 5801. Wage Determination Established.**

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

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

**§ 5802. Benefits.**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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







## AFFIDAVIT

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

**GVB RFP 2017-012**

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

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

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

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

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

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

The offeror understands that:

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

Further, the offeror represents:

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

\_\_\_\_\_  
 Signature

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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



**APPENDIX B  
GVB RFP 2017-012**

**QUALITY ASSURANCE INSPECTOR**

**FY18 INSPECTION ROUTES**

**(includes but is not limited to):**

**ISLAND ROAD MAINTENANCE (see Exhibit 1)**

Route 1: From AAFB to Naval Station

Route 34: From Route 1 to Two Lovers Point (up to the left hand turn at entrance)

Route 4: From Route 1 to Chalan Laman (Malojloj area at Inarajan)

Route 2: From Agat junction to Cetti Bay

**TUMON & HAGATNA BEACH CLEANING MAINTENANCE (see Exhibit 2)**

Tumon Bay & Hagatna Bay (across Shell Gas Station)

**TUMON LANDSCAPE MAINTENANCE (see Exhibit 3)**

Bishop Flores Rotunda to Lotte Hotel

Includes JFK Road & Westin Hill

**EXHIBIT 1 ISLAND ROAD MAINTENANCE PROJECT**

**ISLAND ROAD MAINTENANCE**

**TECHNICAL SPECIFICATIONS - GENERAL SCOPE OF WORK**

OVERVIEW

The mission of the Guam Visitors Bureau (GVB) is to grow and diversify visitor arrivals by creating a positive destination experience. While the GVB 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.

OPERATIONS AND ADMINISTRATIVE SCOPE OF SERVICE/WORK

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.
  - 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. Contractor shall be responsible for all Disposal Fees.
- d. 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. The Contractor shall have an approximate one month period between edgings.
6. POST-DISASTER CLEANUP - (Disasters are defined to include natural disasters such as storms, typhoons, tsunamis and earthquakes). 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 cleanup services upon prior written approval of its estimated costs by the GVB, must provide pre and post photo evidence of all cleanup activities and is 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.
7. Refer to Insurance requirements in the General Provisions.
8. Bidders should conduct site inspections to see actual field conditions of work to be performed. See General Scope of Work, Bid Schedule and Exhibit A showing routes to be maintained.
9. Repairs to existing work. 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.
10. Contractors will be required to submit quarterly scheduling so that timely adjustments can be made in case of special events and festivities.

**EXHIBIT 2 TUMON AND HAGATNA BEACH CLEANING PROJECT**

**TUMON & HAGATNA BAY BEACH CLEANING PROJECT**

**A-1: TECHNICAL SPECIFICATIONS**

**DIVISION I**

**Beach Cleaning, Trash Removal and Receptacle Maintenance**

**SECTION A**

**General**

The Contractor shall furnish all necessary labor, materials, equipment, tools and appurtenances to provide complete beach cleaning, trimming and defruiting of coconut trees, trimming of ground cover and shrubs, trash removal and receptacle maintenance services at the Tumon Bay and Hagatna Bay Beaches, as specified herein and as depicted on the exhibit maps. The beach maintenance areas are as follows:

1. Tumon Bay beaches, from the Guam Hilton Resort & Spa Beach at its western extremity, below the seawall, continuous to the northern property boundary of the Lotte Hotel; and along the Gun Beach shoreline of Tumon Bay as depicted in Exhibit A.
2. Hagatna Bay beaches, starting at the beach area adjacent to the parking lot located across Marine Drive from Citibank in East Hagatna past the Alupang Beach Condominium Tower to Onward Beach as depicted in Exhibit A.
3. The project area width to be maintained shall be from the edge of water measured at the actual time of maintenance operations, to the private property boundary, except at such places where private structures occupy the area. At public park beaches, such as Ypao Beach Park and Matapang Beach Park, the project area shall include all of the sandy beach areas up to the grass line. The steps for public beach access between the PIC Hotel and the Pacific Star Hotel and the steps, which go around the machine gun turret in front of PIC Hotel, shall be swept and kept clean of debris up to two feet (2') beyond the sides of each railing in accordance with the beach cleaning schedule.

**SECTION B**

**Work Requirements**

**BEACH CLEANING**

1. **CLEANING SAND AREAS:** Clean sand areas of all rubbish and debris including, but not limited to, burnt debris, buried charcoal (sand should be sifted), bottles, cans, paper, logs, diapers, glass, bottle caps, food items, algae, seaweed, etc. to a depth of one inch (1") at all sandy areas. Man-made holes and sand sculptures shall be leveled/filled.
  - a. Use automated beach cleaning machinery and clean manually by raking, hand picking or any other suitable means capable of completing the beach maintenance services. **REMOVAL OF SAND SHALL BE MINIMIZED.** The Contractor shall find ways to shake out as much sand and coral as possible from the algae/seaweed and place the sand and coral back onto the beach. Corals less than three inches

(3”) shall be placed back into the water or on the beach, otherwise it would be considered a violation.

- b. Sand areas with ground cover such as Morning Glory vines etc. shall be cleared of trash the same as areas with no sand by hand.
- c. Sea cucumbers, sea shells and coral found on the beach shall be placed back into Tumon Bay and Hagatna Bay. Failure to do so would be considered a violation.
- d. Cleaning machinery shall not be used to remove ground cover growing over the sand. This should minimize the amount of sand and coral removed from the beach. If at any time during the period of the contract, access for automated beach cleaning equipment to any beach is impractical due to flooded or washed-out conditions from marine disturbances, storms and other acts of nature, the Contractor must manually clean the beach areas. The Contractor shall report such conditions in detail to the Contracting Officer

If there is an equipment failure, the Contractor shall complete the cleaning services of any beach by manually cleaning, such as raking, hand picking or by any other suitable means approved by the Contracting Officer.

- 2. CLEANING AREAS WITH NO SAND: Clean areas by hand of all visible rubbish and debris including, but not limited to, bottles, cans, paper, diapers, bottle caps, food items, algae, etc.
- 3. CLEANING AREAS ALONG RETAINING WALLS AND SEAWALLS, AND AROUND TREES, PLANTS, LIFEGUARD TOWERS, AND OBSTACLES WITHIN THE BEACH AREA: Contractor shall rake, hand pick or remove by any other suitable means necessary to complete the services as required herein. Plants such as Morning Glory vines shall not be removed from the beach.
- 4. REMOVING UNUSUAL WEATHER EVENT DEBRIS: Clean any beach as specified herein of any unusual deposits of heavy debris from flood tide, heavy tidal actions, marine turbulence, marine storm and other extreme acts of nature. It is not disaster declared event by the Governor. All naturally occurring corals shall be placed back into the water and sand shall remain in place. Coordinate cleaning activities with the Department of Agriculture prior to cleaning effort.
- 5. POST-DISASTER CLEANUP - (Disasters are defined to include natural disasters such as storms, typhoons, tsunamis and earthquakes). 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 cleanup services upon prior written approval of its estimated costs by the GVB, must provide pre and post photo evidence of all cleanup 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.
- 6. EQUIPMENT AND EQUIPMENT/TOOLS STANDARDS & MAINTENANCE: The Contractor shall utilize beach cleaning machinery to perform the required beach maintenance of wet and dry sand areas (not submerged areas). The machinery shall conform to the



following standards:

- a. The beach cleaning machinery shall be capable of sifting dry sand at least one inch (1") below the surface of the sand and capable of picking-up and removing rubbish and debris, as specified.
- b. The debris pick-up system and materials shall be capable of picking up bottles and glass items without breaking them.
- c. The machinery shall return virtually all the sand in place and onto the beach.
- d. The machinery shall be capable of being adjusted to skim the surface of the wet sand to pick-up algae, seaweed and other debris without disturbing subsurface organisms.
- e. If necessary, an appropriate vehicle capable of towing the machinery and any other equipment needed to operate the machinery shall be provided and maintained by the Contractor.
- f. Available Manufacturers: Subject to compliance with the requirements, manufacturers offering beach cleaning machinery which may be incorporated in the work include, but are not limited, to the following:

SurfRake 600HD or 400 HD

H. Barber & Sons, Inc.  
15 Raythwich Drive  
Naugatuck, CT 06770 USA

PH (203) 729-9000  
FAX (203) 729-4000  
<http://www.hbarber.com>

300HD Beach Cleaner

Good Equipment Ltd.  
The Plant Yard, Four Lane Ends,  
Oakerthorpe, Alfreton, Derbyshire  
DE55 7LN, United Kingdom

PH (+44) 1773-521321  
FAX (+44) 1773-521345  
[goode@globalnet.co.uk](mailto:goode@globalnet.co.uk)

Beach Tech STR 3000 or STR 2000

Kässbohrer All Terrain Vehicles Inc.  
8850 Double Diamond Parkway  
Reno, Nevada 89521

PH (775) 857-5000 x241  
FAX (775) 857-5010  
<http://www.beach-tech.com>

Contractor's request for substitution will be considered when changes are in keeping with general intent of contract documents, properly submitted and the proposed substitute product is equal or better than that specified.

- g. The cutting blades on pruning shears, clippers, blades, saws, etc. shall be sterilized when shrubs are known or suspected to be diseased. The cutting blades shall be sterilized after each cut. Sterilize blades by dipping them in a solution of 1 part bleach and 9 parts water or heavily spray them with a disinfectant spray, such as Lysol. After dipping or spraying, wait 20 seconds before using again.
- h. All pruning of shrubs shall be in accordance with American National Standard Institute (ANSI) A300 (Parts 1, 2, and 3) and ANSI Z133.1-2000 Standard Practices and Safety Requirements.

- i. EQUIPMENT MAINTENANCE: The Contractor is responsible to maintain the beach cleaning machinery and other mechanical equipment in good working condition. The Contractor shall immediately report, repair and clean-up any leaking of oil or other chemicals that may be harmful to the environment. The Contractor shall keep an inventory or have easy access to spare parts.
7. USE OF BEACH CLEANING MACHINERY: The Contractor is strongly encouraged to limit the use of all beach cleaning machinery. Manual methods of cleaning such as raking and hand picking of all rubbish and debris are preferred.
8. SUBMITTALS FOR CONTRACT: The Contractor shall submit, for approval and evaluation by the Contracting Officer at the time of the bid, data on the beach cleaning equipment to be utilized for the project and a maintenance plan outlining a maintenance program for the equipment.

#### TRASH REMOVAL & RECEPTACLE MAINTENANCE

##### 1. TRASH REMOVAL

- a. The Contractor shall separate, remove and dispose of all trash from and around the public trash receptacles located along the project area. Trash is defined as all discarded man-made items, refuse, debris, and dead plant materials. This work includes the removal of the trash from each receptacle as well as the removal of overflow and other accumulated trash from the vicinity of each receptacle.
- b. Limits for trash removal for undeveloped areas (areas excluding hotels, residences or public parks, etc.) shall be that area inland of each receptacle for a distance of fifty feet (50').
- c. The Contractor shall make special provisions to perform extra trash removal services after weekends, holiday events, and other special events likely to generate heavy beach traffic.

##### 2. TRASH RECEPTACLE MAINTENANCE:

- a. The Contractor shall maintain all public trash receptacles including, but not limited to, graffiti removal, cleaning and painting to match the existing colors, signing, and repairing. As needed, painting, receptacle numbering and the placing of decals on each receptacle shall occur as needed.
- b. The Contractor shall dispose of and replace any public trash receptacles no longer needed or that are non-functional as directed by the GVB.
- c. Upon execution of contract, contractor must take a photo inventory of all concrete furniture (receptacles, tables, BBQ pits, stools, etc.)
- d. Receptacles should be replaced as needed. GVB trash receptacle inventory as of August 2016: Tumon trash receptacles (40); Hagatna trash receptacles (11).

4. RESETTING OF PUBLIC TRASH RECEPTACLES ALONG THE PROJECT AREA: The Contractor shall reset (turn upright and/or move to appropriate location within a fifty

foot (50') radius) any displaced public trash receptacle to its original or appropriate position within 24 hours of verbal or written notice from the Contracting Officer.

### TRIMMING & DEFRUITING COCONUT TREES AND TRIMMING OF GROUND COVER & SHRUBS

#### 1. COCONUT TREES

- a. Coconut Trees Trimming & Defruiting - Contractor shall obtain a permit prior to conducting any tree trimming in accordance with Guam Code Annotated (GCA 16-62). Climbing spikes shall not be used on any trees with the exception of the removal of dead trees.
- b. Prune trees in accordance with American National Standard Institute (ANSI) A300 (Part 1) standards for proper tree care and pruning.
- c. Remove all tree trimmings from the site and dispose of properly.
- d. Trim coconut trees to remove branches and fruits that interfere with public safety. Trim and defruit coconut trees 3X per year or as needed.

#### 2. VEGETATION

- a. Vegetation within a ten feet (10') radius of receptacles shall be neatly cut 4X per year or as needed. Vegetation shall mean grass, weeds or other undergrowth. Morning glory shall not be removed.
- b. Any trees within the ten foot (10') radius shall not be touched.

#### 3. GROUND COVER

- a. Morning glory along the walk path leading to receptacles shall not be cut; instead, creeping vines shall be carefully turned away from the walk path, as not to damage the vines.

### DISPOSAL

1. SOLID WASTE COLLECTION PERMIT: The Contractor shall obtain a Solid Waste Permit from the Guam Environmental Protection Agency (GEPA) prior to disposing of solid waste (collected debris, trash, seaweed, etc.).
2. 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.
3. ALGAE DISPOSAL: After rinsing the algae to return the sand to the beach, the algae shall be disposed of at the current landfill or other approved site. However, the contractors are encouraged to compost algae and deliver to entities for use as fertilizer.  
Algae, small rocks and sand generated from beach cleaning activities shall be stored temporarily at a designated storage area approved by EPA.

4. 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.
5. HAZARDOUS WASTE: Potential 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.

#### PROJECT SCHEDULE

1. CONTRACT TERM: The contract for this project shall commence within fifteen (15) days upon the issuance of Notice To Proceed and shall terminate one (1) calendar year later. At the end of the first contract period, at the option of GVB and based on the performance of the Contractor, the contract may be renewed yearly for a total of two (2) additional years. The awarded lump sum (+/- contract adjustments) and unit price items will be used to determine the contract amount for the contract extension periods. The contract will close out after the second year of contract extensions.
2. BEACH CLEANING SCHEDULE: The Contractor shall conform to the following:
  - a. 

|                       |                   |
|-----------------------|-------------------|
| Tumon Bay & Gun Beach | 8:00 AM - 5:00 PM |
| Hagatna Bay           | 8:00 AM - 5:00 PM |

Two (2) days a week – Maximum frequency as approved by EPA. Contractor shall use beach cleaning machinery, as scheduled at Tumon and Hagatna Bay only.

Seven (7) days a week (including holidays and twice on Sundays) - the Contractor shall conduct trash removal and receptacle maintenance services as scheduled at above beaches.
  - b. The Contractor's beach maintenance service schedule shall change daily based on "daily tide prediction," available at the University of Guam Marine Laboratory. The Contractor shall schedule beach maintenance services so as to take advantage of exposed sand beaches during low tide conditions. Beach maintenance services shall take place during the lowest tide occurring during the "acceptable hours to perform cleaning operation" shown above.
  - c. The Contractor shall submit a detailed monthly work schedule for approval to the Contracting Officer. The schedule shall be submitted two weeks before the beginning of the month and shall incorporate low and high tide periods.
  - d. The Contractor shall have resources available to correct any discrepancies, noted by the Contracting Officer during inspections, before the end of each cleaning day.
  - e. The Contractor should be flexible in their hours of operation or use manual methods to collect the algae when animals, such as crabs, are in large masses along the shore.

- f. In the event the services as specified herein cannot be performed as specified due to causes beyond the control and without the fault of the Contractor, the Contractor shall notify the GVB, in writing, and state the reasons for non-performance of the services. Contractor will not be compensated for any day cleaning services not performed. See Section D, Postponed Work Schedule Make-up.

### **Safeguarding Beach Guests**

1. While performing the work for this contract, the Contractor shall make all possible precautions so as not to harm visitors to the beach.
2. The Contractor shall coordinate with the Contracting Officer to develop a safety program for implementation when cleaning beaches that are occupied by visitors that includes, but is not limited to: temporarily clearing the beach visitors, coning or fencing off of affected areas, verbally informing beach guests of the cleaning operations, posting signs, etc.

### **SECTION C Responsibility of the GVB**

1. The Contracting Officer will inspect the work areas daily and notify the Contractor of any discrepancies. The Contracting Officer will coordinate an inspection schedule with the Contractor that will allow the Contractor adequate time to correct any discrepancies before the end of each cleaning day.
2. The Contracting Officer will furnish the Contractor an inspection checklist for each cleaning day. Also, if a representative for the Contractor is present on site, the Contracting Officer will inform the Contractor of discrepancies while conducting the inspection. Any unsatisfactory item of work shall be immediately corrected by the Contractor.

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

1. The Contractor shall commence work from the date of Notice to Proceed and continue thereafter in accordance with the cleaning schedule as set forth thereafter. If inclement weather or any other unavoidable condition prevents the Contractor from performing the work on a scheduled date, the Contractor shall so report to the Contracting Officer. The Contractor shall make-up the corresponding number of work days postponed for all beaches 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 cleaning.
2. Before commencement of any make-up work, the Contractor must obtain the approval of the Contracting Officer. Working hours shall not conflict (to the practical extent possible) with public usage of the beach areas. All make-up work scheduled shall be of mutual arrangement and agreement between the Contractor and the Contracting Officer.

## **DIVISION II**

### **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, unless otherwise directed by the Contracting Officer, shall be of essence to the contract. In case of failure on the part of the Contractor to complete each cleaning 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 10% of the work item dollar amount which was performed late, as determined by the Contracting Officer. 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. The Contractor hereby agrees to pay the Owner as liquidated damages and not by way of penalty, or provide full beach maintenance services in the above manner, for any of the following infractions:

1. Failure of the Contractor to provide the required cleaning and maintenance services, except when impractical to perform the work and proper notice was given by the Contractor in writing to the Owner.
2. Failure of the Contractor to provide the beach cleaning services herein due to equipment failure. It shall be the Contractor's responsibility to provide loaner or rental equipment, at the Contractor's own expense, to provide all services herein in order to complete the cleaning requirements by sand cleaning machinery or, when so authorized, by hand raking and hand picking.
3. Failure of the Contractor to report for work on the regular and/or make-up work date after notifying the Owner.
4. Failure of the Contractor to notify the Owner that the work cannot be performed or completed on the regularly scheduled date.
5. For any other infraction of the contract requirements.

### **DIVISION III**

#### **Miscellaneous Provisions**

1. **COOPERATION WITH GOVERNMENT OF GUAM AGENCIES:**  
The Contractor shall give full cooperation to resource agencies such as the Guam Department of Agriculture's Division of Aquatic and Wildlife Resources, the Guam Environmental Protection Agency and the Department of Public Works.
2. **REPAIR OF DAMAGES TO EXISTING FACILITIES AND STRUCTURES:** Any existing facilities and structures damaged by the Contractor shall be immediately repaired by the Contractor within twelve (12) hours. If such repairs are not completed within the time specified, the GVB reserves the right to hire another Contractor to make the necessary repairs and deduct the repair costs from any money due or that may become due the Contractor. In case any money due to the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand by the Owner.
3. **LOST AND FOUND ARTICLES:** All lost and found articles recovered during operations shall be turned over to the Contracting Officer.
4. **LOCAL LABOR:** The Contractor shall, in the performance of work under this contract,

employ qualified residents of Guam in preference to nonresident laborers. The requirement shall apply to day laborers and it may apply to positions requiring technical skill applied or scientific knowledge, at the Contractor's discretion. Such preference shall be given to only those persons who are found to possess the capacity necessary for the proper discharge of duties of employment.

5. **MINIMUM WAGE RATES:** The current wage and benefit determination decision for Guam and the Commonwealth of the Northern Mariana Islands issued by the United States Department of Labor is applicable to, and incorporated in, this contract. While the wage rates are minimum hourly rates required to be paid during the life of the contract, it is the responsibility of bidders to inform themselves of the local laws covering such items as the length of workday, overtime compensation, health and welfare contributions, labor supply, and prospective changes or adjustments of wage rates.
6. **GOVERNMENT REQUIREMENTS:** The Contractor shall comply with all applicable Government of Guam laws and regulations.
7. **INDEMNITY:** The Contractor agrees to save and hold harmless the Government, its officers, agents, representatives, successors and other assigns and other governmental agencies from any and all suits or actions of every nature and kind, which may be brought for or on account of any injury, death, or damage arising or growing out of the acts or omissions of the Contractor, Contractor's officers, agents, servants or employees under this contract.
8. **COOPERATION WITH OTHER CONTRACTORS OR PARTICIPANTS OF "ADOPT-A-BEACH" PROGRAM:** Attention is directed to the fact that other Contractors or participants in "Adopt-A-Beach" Program may be engaged in similar and supporting work requiring close cooperation. The Contractor shall cooperate and schedule his work to avoid conflict with and interruption of the work of others so far as practicable. In case of conflicts with other contractors or parties that cannot be resolved satisfactorily, the matter shall be referred to the Contracting Officer for decision, and such decision shall be final, subject to right of appeal in accordance with terms of the contract.
9. **INSPECTION:** The Contractor shall furnish the Contracting Officer every reasonable facility for ascertaining whether or not the work performed and materials used are in accordance with the requirements and intent of the specifications and contract.
10. **COMMUNICATIONS:**
  - a. All notices, demands, requests, instructions, approvals, proposals and claims must be in writing. Issuance of verbal field orders by Inspectors must be executed by the Contractor unless the order is not in conformance with the contract.
  - b. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the job site to the man-in-charge, or if delivered at the office to the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate in writing to the Contracting Officer), or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered via facsimile (fax) transmission.

- c. Any such notice shall be deemed to have been given as of the time of actual delivery or, in the case of mailing, when the same should have been received in due course of post, or if by fax, at the time of actual receipt, as the case may be.
  - d. This section does not apply to decisions given pursuant to the provisions of the General Conditions dealing with Disputes.
11. HISTORICAL AND ARCHAEOLOGICAL: Historical and Archaeological resources include, but are not limited to: human skeletal remains, burials, artifacts, shell, midden bone, charcoal, rock or coral alignments, paving, walls and other construction features.

Whenever any material considered of Archaeological or Historical significance is found during beach cleaning, all work in the area of the find shall cease. The Contractor shall immediately notify the Contracting Officer who will notify the Historic Preservation Office (HPO). If such a discovery is made on the weekend, holiday or after regular working hours, the HPO will be notified as soon as possible (next working day) and work shall not resume without approval of the GVB.

12. SAFETY REQUIREMENTS:

- a. The Contractor shall implement a safety program conforming to the requirements of federal and local laws, rules and regulations. The program shall include, but is not limited to, the following:  
"Occupational Safety and Health Standards," which can be ordered from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.
- b. The Contractor shall confer with the Contracting Officer to develop a mutual understanding relative to the administration of the Safety Program. The Contractor shall submit, prior to the specified pre-performance conference, a written outline of the safety provisions and precautions to be followed throughout the life of the contract. Included in the safety outline shall be:
  - (1) Identification of hazards expected to be encountered and the procedure/method of guarding or correction.
  - (2) Appointment of a competent job site supervisory employee to effectively carry out the safety and health program.
  - (3) Providing each employee with initial safety indoctrination and instruction to enable him to perform his work in a safe manner. These instructions shall include pertinent safety regulations, specific hazards expected, availability of medical facilities, reporting of accidents, etc.
  - (4) Preparation and submission of accident or property damage reports. The required report shall be submitted to the Contracting Officer not later than seven days from the occurrence. In the event of an accident involving a death, the contracting officer shall be notified immediately.

13. 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.



**EXHIBIT 3 TUMON LANDSCAPE MAINTENANCE PROJECT**

**DIVISION I**  
**LANDSCAPE MAINTENANCE**

**SECTION A**  
**General**

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

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

**SECTION B**  
**Work Requirements**

I. **CHECKLISTS**

1. The *Weekly Checklist* is made a part of this Specification. Contractor shall review and complete all applicable items on this checklist.
2. The *Monthly Checklist* is made a part of this Specification. Contractor shall review and complete all applicable items on this checklist for the current month prior to the end of the month.

3. All Checklists must be submitted to GVB or their representative for review and approval.

## II. CARE OF PLANTED AREAS

### 1. TREES

- a. Trees shall be maintained in a healthy, vigorous growing condition, free from disease and infestation of pests.
- b. Prune all trees to encourage a high-branching structure and remove branches and fruits that interfere with public safety. Remove all non-structural branches below 7' in height near roads and walkways. Remove crossing branches and all suckers from lower tree trunks. Prune all trees only to remove dead, diseased, broken, dangerous or crossing branches. Pruning of this type is minor and non-reimbursable, and is to be included as part of the regular maintenance.
- c. Inspect all trees for signs of stress, pests and disease. Treat infestation of pests or diseased plants immediately with appropriate Integrated Pest Management (IPM) suitable to the plant. Use only Guam Environmental Protection Agency (GEPA) certified pesticide applicators. Apply chemicals in the early morning hours before 7:00 A.M. Provide pedestrian barriers and appropriate signage in areas being treated to prevent pedestrian access. Provide a proposal to remove and replace infected trees and palms to Contracting Officer for review and approval.
- d. Contractor shall obtain a permit prior to conducting any tree pruning in accordance to Guam Code Annotated (GCA 16-62). All care, maintenance, pruning, fertilization, etc. of trees shall be in accordance with American National Standard Institute (ANSI) A300 (Parts 1, 2, and 3) and ANSI Z133.1-2000 Standard Practices and Safety Requirements. ANSI Standards are available at GVB and Department of Agriculture.
- e. Climbing spikes shall not be used on any tree with the exception of the removal of dead trees. Remove stakes and guys from trees and palms as soon as trees are standing strong and well established. Recycle used stakes and guys if possible.
- f. A certified Arborist or equivalent shall be on site at all times while pruning trees.
- g. Pruning frequency: Non-palm trees shall be pruned a maximum of two (2) times per year. Palm trees shall be pruned a maximum of three (3) times per year.
- h. Remove all tree trimmings from the site, or chip trimmings for use as mulch where possible.
- i. Any tree found to be dead or missing shall be replaced with plant material of identical or approved species by the Contracting Officer at the Contractor's expense, unless the loss was due to excluded damage (i.e. car accidents, natural disasters, vandalism, etc). If the loss resulted from excluded damage, replacement will be paid for as additional work. Submit a cost proposal for replacement within 3 days of the loss. Replacement trees shall equal in size to the originally existing tree prior to its removal. Prior to planting, the Contracting Officer shall approve replacement trees, shrubs and palms.

- j. All pruning equipment shall be sterilized before use on another tree. The cutting blades on pruning shears, clippers, blades, saws, etc. shall be sterilized after pruning each tree to minimize the possibility of spreading disease. When pruning trees or palms known or suspected to be diseased, cutting blades shall be sterilized after each cut. Sterilize blades by dipping them in a solution of 1 part bleach and 9 parts water or heavily spray them with a disinfectant spray, such as Lysol. After dipping or spraying, wait 20 seconds before using again.

## 2. SHRUBS

- a. Shrubs shall be kept in a healthy, vigorous condition, free from disease and infestation of pests.
- b. Shrubs shall be encouraged through pruning to form a dense, continuous hedge, branching fully to the ground. All other shrubs shall be pruned only as required for safety, visibility, and plant health, and allowed to develop into the natural shapes expected of the plant variety. Do not shear shrubs into topiary shapes unless specifically instructed to do so in writing by the Contracting Officer.
- c. Scaveola (Nanaso) shrubs shall be pruned to three (3'-0") minimum height when the shrub height reaches five feet (5'-0"). In certain areas Scaveola must be maintained no taller than four feet (4'-0") requiring trimming at every two months [six (6) times per year].
- d. Check all shrubs for signs of stress or disease. Treat diseased plants immediately with appropriate pesticides that are compatible with those plants. Use licensed applicators to apply chemical treatments. Apply chemicals in the early morning hours before 7:00 A.M. Provide pedestrian barriers in areas being treated to prevent pedestrian access.
- e. Any shrub found to be dead or missing shall be replaced with plant material of identical species or approved species by the Contracting Officer at the Contractor's expense, unless the loss was due to excluded damage. If the loss resulted from excluded damage, the replacement will be paid for as additional work. Submit a cost proposal for replacement within three (3) days of discovery for approval prior to proceeding with the work.
- f. Replacement shrubs shall be at least 18 inches (45 cm) in height when planted, unless otherwise approved by the Contracting Officer.
- g. Shrubs shall be pruned to remove branches that are dead, broken, extending beyond the face of curbs or sidewalks, or are climbing building walls (unless they are intended to climb the wall, such as climbing vines). Formal hedges shall be regularly pruned to maintain a uniform height and width. Except as noted previously, allow the shrubs to grow to their natural sizes.
- h. The cutting blades on pruning shears, clippers, blades, saws, etc. shall be sterilized when pruning shrubs are known or suspected to be diseased, the cutting blades shall be sterilized after pruning each shrub. Sterilize blades by dipping them in a solution of 1 part bleach and 9 parts water or heavily spray them with a

disinfectant spray, such as Lysol. After dipping or spraying, wait 20 seconds before using again.

- i. All care, maintenance, pruning, fertilization, etc. of shrubs shall be in accordance with American National Standard Institute (ANSI) A300 (Parts 1, 2, and 3) and ANSI Z133.1-2000 Standard Practices and Safety Requirements. ANSI Standards are available at GVB and Department of Agriculture.

### 3. FERTILIZER

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

### 4. WEEDING

- a. Remove weeds larger than two inches (2") high or wide from planters. Weeds two inches (2") and larger must be removed, not just killed. Herbicides that are compatible with plantings may be used to kill weeds. Use certified applicators to apply pesticides as needed. Apply chemicals in the early morning before 7:00 A.M.
- b. Remove weeds that have grown into paver block areas. Neatly trim edges of paver block walks and landscape adjacent areas.
- c. Remove weeds in planted areas, sidewalks, curbs, gutters or pavements as the weeds emerge. Dispose of weeds off-site. Pre and post-emergent herbicides may be used at the Contractor's option as approved by the Contracting Officer.

No additional payments will be made for herbicide applications. The cost of all weed control work shall be included in the contract price for landscape maintenance.

### 5. MULCH AND /OR ROCK LAYER

- a. Soil mulch and/or rock layer shall be cared for as needed to create and maintain an even and uniform appearance over the visible soil surface of each planter area.
- b. Contractor shall add additional mulch regularly to maintain a layer no less than 2 inches (5 cm) deep at all times in shrub planters. Organic mulch layers should be at least 2 inches in depth and no more that 4 inches in depth. Organic mulch layers should not be placed against tree trunks, plants and shrubs. Contractor shall replace decomposed mulch as needed. Mulch and/or decorative rock are not required in areas where plant foliage completely covers the soil surface, such that the soil is not visible through the foliage.
- c. Replacement of large mulch and/or decorative rock (over one cubic yard or 0.75 cubic meter) which has been stolen, vandalized, or washed away by a single storm

will be considered excluded damages and additional work. Cost proposal shall be submitted to Contracting Officer for approval prior to proceeding.

- d. Any mulch or decorative rock found outside planter areas shall be returned to the planter on a weekly basis.
- e. Mulch and/or decorative rock shall be uniform in color and appearance, and free of leaves, sticks, or trash and shall match original materials
- f. Replacement rock shall be same size and color as existing decorative rock on site. In the event no rock exists, the decorative rock used shall have a maximum diameter of 3/4" (2 cm) and a minimum diameter of 3/8" (1 cm).

## 6. GRASS AREAS

- a. Grass areas shall be kept in a healthy, vigorous condition, free of disease and pests, including as noted below.
- b. Neatly trim and edge grass areas. Grass shall be mowed or trimmed to a one-inch (1") height when the height reaches three inches (3") with exception of centipede grass areas which shall be cut no less than 2". Grass height shall not exceed three (3) inches nor be less than one (1) inch in height at any time.
- c. Mow, edge and trim grass two (2) times per month to maintain an even, well-groomed appearance.
- d. Remove visible grass clippings and dispose off-site. The Contractor is encouraged to use mulching mowers.
- e. Weeds shall be controlled in grass areas as noted above under the weed-control section.
- f. Any grass found to be dead or severely yellowed shall be replaced with plant material of identical species or replaced with a better species as approved by the Contracting Officer at the Contractor's expense, unless the loss was due to excluded damage. If the loss resulted from excluded damage, replacement will be paid for as additional work. Replacement sod shall be similar in all respects to the existing grass.
- g. Bush cutters must be kept away from trees or shrubs at all times. Girdling is not acceptable.

## III. IRRIGATION

### 1. WATER APPLICATION AND SCHEDULING

- a. Hand water as needed to supplement natural rainfall and maintain plantings in a healthy, stress-free condition. It is the Contractor's responsibility to make sure that plants receive adequate water regardless of weather conditions including plants in areas where GVB's irrigation system is not available. Submit a cost proposal to correct the irrigation coverage problem within three days of discovery to the Contracting Officer for review and approval prior to proceeding with the work.

- b. It is the responsibility of the Contractor to conserve water and assure that all watering rules and regulations are followed. The Contractor shall pay any penalties, fines, or citations for watering ordinance violations.
- c. Irrigation shall be made by the use of the permanent irrigation systems. Hand water as needed to supplement the permanent system. Failure of the irrigation system to provide full and proper coverage shall not relieve the Contractor of the responsibility to provide adequate irrigation. It is the Contractor's responsibility to make sure the irrigation system is maintained and operates properly.
- d. The Contractor is responsible for the complete operation and maintenance of the irrigation systems, except as noted below. The Contractor shall examine the irrigation system for damage or malfunction weekly and shall report damage or malfunction to the Contracting Officer in writing. If the Contractor fails to report the broken or malfunctioning irrigation system components within three days of the breakage or malfunction, the Contractor shall be responsible for all damages resulting from the broken irrigation system component.
- e. Adjust watering times as needed to avoid over and under watering.

## 2. IRRIGATION SYSTEM SCHEDULED MAINTENANCE

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

## 3. IRRIGATION SYSTEM REPAIR

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

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

- b. Any replacement of irrigation system components shall be made with materials of the same manufacturer and model as the original equipment. Substitutions of materials other than original equipment will be approved only when the original equipment has been discontinued and is no longer available for purchase at any location. The substituted equipment must be completely compatible with the original and must be approved in advance by the Contracting Officer.
- c. All repairs to the system shall be identical to the original installation, unless approved otherwise in advance by the Contracting Officer. If a change to the installation will result in lower future maintenance costs, less frequent breakage, or an increase in public safety, request authorization to make the change from the Contracting Officer.
- d. For safety, never install sprinklers on risers above the ground level, even if the risers are flexible. Always use spring-operated, pop-up style, sprinkler heads. Sprinkler heads are available with pop-up heights up to 12 inches (30 cm) above ground level. If the existing sprinklers are mounted on aboveground risers, the replacements shall be pop-up type sprinklers.
- e. Contractor shall check the entire irrigation system weekly for items such as dry spots and missing or malfunctioning irrigation components. Check for leaking valves, water running across sidewalks, water standing in puddles, or any other condition that hampers correct operation of the system or the public safety.  
  
The Contractor shall carefully observe plant materials for signs of wilting, indicating a lack of water. Plants which die due to irrigation failure will be considered to have died due to the Contractor's negligence and shall be replaced at the Contractor's expense.
- f. Plastic sprinkler nozzles with bad patterns shall be replaced with new nozzles of the same flow rate and arc as part of the regular maintenance of the sprinkler system. Do not attempt to clean plastic nozzles by sticking knife blades or wire into the openings. The plastic will be scratched and the pattern will be ruined. Brass nozzles may be carefully cleaned if needed.

#### IV. CLEANUP AND LITTER REMOVAL

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

- d. In addition to removing all litter from sidewalks, gutters, and planted areas, the Contractor shall remove and dispose of any large miscellaneous debris or trash. For the purpose of this contract, "large" shall mean items the size of a small beverage cup or larger. All litter shall be removed from planter areas and sidewalks, regardless of the size of the litter.

## V. CHEMICALS AND PESTICIDES

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

## VI. 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, weeds, etc.).
- b. 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: Potential hazardous waste such as World War II munitions, paint related products, etc., found during the maintenance shall be reported immediately to the Contracting Officer. Incidents regarding World War II munitions shall be reported immediately to the Guam Police Department and the Contracting Officer.



## VII. PROJECT SCHEDULE

1. Contract Term: The contract for this project shall commence within fifteen (15) calendar days upon the issuance of Notice To Proceed and shall terminate one (1) calendar year later. At the end of the first contract period, at the option of the Contracting Officer and based on the performance of the Contractor, the contract may be renewed yearly for a total of two (2) additional years. The awarded lump sum (+/- contract adjustments) and unit price items will be used to determine the contract amount for the contract extension periods. The contract will close out after the second year of contract extensions.
2. Landscape Maintenance Schedule: The Contractor shall conform to the following schedule and conditions:
  - a. 6 days a week (Monday through Saturday) - the Contractor shall conduct maintenance of landscape areas daily Monday through Saturday.
  - b. The Contractor shall submit a detailed monthly work schedule for approval to the Contracting Officer. The schedule shall be submitted two weeks before the beginning of each month.
  - c. The Contractor shall have resources available to immediately correct any discrepancies noted by the Contracting Officer during inspections.
  - d. In the event the services as specified herein cannot be performed, due to causes which are beyond the control and without the fault of the Contractor, Contractor shall notify the Contracting Officer, in writing, stating the reasons for non-performance of services. Contractor will not be compensated for any day cleaning services not performed. See Section C. Postponed Work Schedule Make-up.

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

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

### **DIVISION II MISCELLANEOUS PROVISIONS**

1. COMMUNICATIONS AND REPORTS:
  - a. Regular communication between Contractor and Contracting Officer is required. Contractor shall submit checklists, signed and dated as required, to Contracting Officer for review.

- b. As the landscape matures, some maintenance procedures will be eliminated and others may have to be added. For example, as shrubs mature, they will require less fertilizer. Contracting Officer must approve changes to these specifications in writing.
  - c. Contractor shall provide Contracting Officer with the name and phone number of the Contractor's representative for this site. Contractor's representative shall be a person in the employ of the Contractor who manages the Contractor's activities at the site.
  - d. Contractor shall submit a detailed maintenance schedule outlining tasks and manpower at the site to Contracting Officer within two (2) weeks of contract award.
  - e. Contractor shall submit to the Contracting Officer the results of any testing or reports of inspections performed at the site within two (2) weeks of receipt of such results or reports.
2. **PUBLIC RELEASE OF INFORMATION:** There shall be no public release of information or photographs concerning any aspect of the materials or service in relation to this contract or other documents resulting there from without the prior written approval of Contracting Officer. Contractor shall insert the substance of this paragraph in each subcontract and purchase order.

"End of Exhibit 3"

FORM 1

CONTACT FOR CONTRACT NEGOTIATION

RFP NUMBER: GVB RFP 2017-012

|                  |  |
|------------------|--|
| NAME             |  |
| TITLE            |  |
| COMPANY          |  |
| MAILING ADDRESS  |  |
| TELEPHONE NUMBER |  |
| FACSIMILE NUMBER |  |
| EMAIL            |  |

