

INVITATION FOR BID

**DESIGN BUILD SERVICES FOR MEDIAN
UPLIGHTING**

GVB IFB NO. 2020-001

GUAM VISITORS BUREAU INVITATION FOR BID	
IFB Number: GVB IFB NO. 2020-001	IFB Title: DESIGN BUILD SERVICES FOR MEDIAN UPLIGHTING
IFB Due Date and Time: October 25, 2019; 3:00 p.m. ChST	Number of Pages: 45; affidavits and forms included in this package.
ISSUING AGENCY INFORMATION	
GUAM VISITORS BUREAU	Issue Date: October 7, 2019
Ms. Pilar Laguaña President and CEO	401 Pale San Vitores Road Tumon, Guam 96913 Phone: (671) 646-5278 Fax: (671) 646-8861 Website: www.guamvisitorsbureau.com
INSTRUCTIONS TO BIDDERS	
Delivery of Bid <i>By U.S. Mail or Deliver Only to the attention of:</i> Ms. Pilar Laguaña President and CEO Guam Visitors Bureau 401 Pale San Vitores Road Tumon, Guam 96913	Mark Face of Envelope/Package: DESIGN BUILD SERVICES FOR MEDIAN UPLIGHTING IFB Number: GVB IFB #2020-001 IFB Due Date: October 25, 2019; 3:00 p.m. ChST Special Instructions: Please process proposal submission in accordance with Sections 4 and 5 of the Notice/Instructions to Bidders.
BIDDERS MUST COMPLETE INFORMATION BELOW AND RETURN THIS COVERSHEET WITH IFB RESPONSE	
Bidder Name/Mailing Address:	Authorized Bidder Signatory: (PLEASE PRINT NAME AND SIGN IN INK)
Bidder Title:	Bidder Email Address:
Bidder Telephone Number:	Bidder FAX Number:

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BIDDER'S IFB CHECKLIST

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

1. ☐ **Read the entire document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; contract requirements.
2. ☐ **Note the procurement officer's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the IFB and is an excellent source of information for any questions you may have.
3. ☐ **Attend the pre-bid conference.** These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify GVB of any ambiguities, inconsistencies, or errors in the IFB.
4. ☐ **Take advantage of the "question and answer" period.** Submit your **written** questions to the procurement officer by the due date listed in the Invitation for Bid and view the answers given. Should an addendum be required, GVB will issue a formal "addendum" for the IFB. All addenda issued for an IFB are posted on GVB's website.
5. ☐ **Follow the format required in the IFB** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. ☐ **Provide complete answers/description.** Read and answer **all** questions and requirements. Don't assume GVB or evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with GVB. The bids are evaluated based solely on the information and materials provided in your response.
7. ☐ **Use the forms provided**, i.e., cover page, "ALL" Affidavit forms, etc.
8. ☐ **Check the GVB website for IFB addenda.** Before submitting your response, check the GVB website at www.guamvisitorsbureau.com to see whether any addenda were issued for the IFB. If so, you must submit a signed copy of the addendum for each addendum issued along with your IFB response.
9. ☐ **Review and read the IFB document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.
10. ☐ **Submit your response on time.** Note all the dates and times listed in the Invitation for Bid and within the document. Be sure to submit all required items on time. Late bid responses are **never** accepted.

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

SECTION I INVITATION FOR BID

**DESIGN BUILD SERVICES FOR MEDIAN UPLIGHTING
GVB IFB 2020-001**

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

October 7, 2019	Bid Documents (USB format) available at GVB office or via the GVB website
October 10, 2019; 9:00 a.m.	Pre-Bid Conference; Power Point Presentation; GVB Main Conference Room.
October 14, 2019; 3:00 p.m.	Deadline to submit written questions
October 16, 2019	GVB response to questions
Friday, October 25, 2019; 3:00 p.m. ChST	Deadline to submit bids; IFB bid opening
Determination of Lowest Responsible and Most Responsive Bidder.	After Certification of Abstract & Administrative Review.

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

A Pre-Bid Conference is scheduled for THURSDAY, OCTOBER 10, 2019 at 9:00 a.m. in the GVB Main Conference Room. Questions, if any, should be made in writing to the President and CEO, which can be dropped off at the GVB office; emailed to procurement@visitguam.org; or sent by fax to 671-646-8861 according to the timeline provided in the IFB packet.

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

GVB reserves the right to reject any or all bids, solicit new bids, waive minor informalities or irregularities or award **GVB IFB 2020-001 DESIGN BUILD SERVICES FOR MEDIAN UPLIGHTING** project in whole or in part. Except to the above person named, direct or indirect contact with the GVB Management or Staff, Board Member, or any person participating in the selection process is prohibited.

Bid submission deadline is at 3:00 p.m. Chamorro Standard Time on Friday, October 25, 2019. Immediately thereafter, all bid submissions will be opened and read aloud by the President and CEO in the GVB Main Conference Room. Award will be confirmed after bid analysis and verification of bid.

/s/ **PILAR LAGUAÑA**
President and CEO

SECTION II NOTICE/INSTRUCTIONS TO BIDDERS

1. DESCRIPTION OF WORK

Project consists of furnishing all necessary labor, materials, equipment, tools and services for the DESIGN BUILD SERVICES FOR MEDIAN UPLIGHTING project as generally described in the General Specifications (see Appendix A).

2. PRE-BID CONFERENCE

There is a pre-bid conference scheduled for **October 10, 2019 at 9:00 a.m.** in the GVB Main Conference Room.

3. QUESTIONS AND INTERPRETATIONS

Documents forming the contract are complementary and unitary and what is called for by one shall be as binding as if it were called by all and are intended to include all details of labor and material reasonably necessary for proper execution of the work. Questions concerning the Bid Documents shall be submitted in writing, via hand delivery, email to procurement@visitguam.org or fax at (671) 646-8861, to the President and CEO. Replies will be issued to all bidders of record to the solicitation. Questions must be received at GVB no later than 3:00 p.m. on **October 14, 2019**.

4. SEALED BIDS

All bids for this project shall be enclosed in a sealed envelope marked “**Bid Proposal for DESIGN BUILD SERVICES FOR MEDIAN UPLIGHTING**” and shall be submitted at the place and time indicated in the Invitation to Bid. A second sealed envelope marked “**Bid Price**” and containing the bid schedule shall also be included in the proposal package. (See Item #5 for submission requirements).

5. BID PACKAGE SUBMITTAL ITEMS

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

- a. Business/Contractor's License
- b. Completed Affidavits/Forms
- c. Equipment Data
- d. Staff Organizational Chart
- e. Project Reference List
- f. Past Performance Questionnaire*

Bidder must submit its proposal on the forms furnished by GVB, if provided; otherwise, please add pages as necessary to comply with the requested information. All blank spaces on the Proposal Forms and Bid Schedule must be correctly filled in for each and every item where a quantity is given. In case of an error in the extension or prices, unit price will

govern. A conditional or qualified bid is non-responsive and will not be accepted. The proposal signatory must initial all erasures or other changes in the proposal.

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

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

6. RIGHT TO ACCEPT AND REJECT BIDS

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

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

7. BID GUARANTEE

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

Such bid bond or check shall serve to guarantee:

- a. that the bidder shall not withdraw his bid for a period of 60 days after the scheduled closing time for the receipt of bids;
- b. that if his bid is accepted, he will enter into a formal contract with GVB, in accordance with the contract for work included as part of the Contract Documents. In the event of withdrawal of said bid within said period, or failure to enter into said contract, bidder shall be liable to GVB for the full amount of the bid guarantee as representing damage to the GVB on account of the default of the bidder in any particular case hereof.

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

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

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

8. ALL OR NONE BIDS

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

9. LATE BIDS AND MODIFICATIONS OF WITHDRAWALS

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

10. LIQUIDATED DAMAGES

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

11. BID SECURITY

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

12. STATUTORY REQUIREMENTS

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

13. NOTICE OF LOCAL PREFERENCE

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

14. NOTICE REGARDING SERVICE DISABLED VETERANS

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

15. REPRESENTATION REGARDING GRATUITIES AND KICKBACKS

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

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

16. PROHIBITION AGAINST CONTINGENT FEES

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

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

17. REPRESENTATION REGARDING ETHICAL STANDARDS FOR GOVERNMENT EMPLOYEES AND FORMER GOVERNMENT EMPLOYEES

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

18. DISCLOSURE OF MAJOR SHAREHOLDERS AFFIDAVIT

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

In addition, affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid or the bidder and shall also contain the amounts of

any such commission, gratuity or other compensation. Affidavit shall be open and available to the public for inspection and copying. All bidders are required to submit a current affidavit in the form attached disclosing required information. Failure to do so will mean disqualification and rejection of the bid.

19. NON-COLLUSION AFFIDAVIT/CONFLICT OF INTEREST DISCLOSURES

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

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

The bidder must submit with their proposal an affidavit (see attached) acknowledging their responsibilities under Guam statute 5 Guam Code Ann. § 5253. Restriction Against

Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues. Per this statute, the bidder must affirm that:

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

21. CANCELLATION OF THIS INVITATION FOR BIDS

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

22. WAGE AND BENEFIT DETERMINATION

(a) In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of

Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam.

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

23. ACKNOWLEDGEMENT OF RECEIPT OF AMENDMENTS

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

24. CONTRACT TERM

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

SECTION III GENERAL PROVISIONS

1. DEFINITIONS

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

2. PERMITS AND RESPONSIBILITIES

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

3. CONDITIONS AFFECTING THE WORK

Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions, which can affect the work or cost thereof. Any failure by the Contractor to do so will not relieve him from responsibility for

successfully performing the work without additional expense to GVB.

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

4. ADDITIONAL BOND SECURITY

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

5. COVENANT AGAINST CONTINGENT FEES

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

6. OFFICIALS NOT TO BENEFIT

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

7. DISPUTES

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

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

8. CONTRACT AND BONDS

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

9. WORKING HOURS

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

10. FEES AND CHARGES

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

11. FEDERAL AND TERRITORY OF GUAM TAXES

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

12. ACCIDENT PREVENTION – PUBLIC SAFETY

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

13. DISPUTES CONCERNING LABOR STANDARDS

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

14. NONCOMPLIANCE WITH CONTRACT REQUIREMENTS

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

15. INSURANCE – LIABILITY TO THIRD PERSONS

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

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

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

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

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

All of the insurance policy or policies herein prescribed shall be procured and maintained at no cost to the GVB and shall have the GVB named as additional insured; provided that, where the GVB may not be named as an insured under the rules applicable to any policy or

policies, the Contractor shall procure and maintain at no expense to the GVB contractor's protective insurance providing the GVB with the same coverage's and limits of liability as are required herein for the Contractor. A copy of such policy or policies shall be furnished to the GVB at the time prescribed in the contract documents. Such policy or policies shall contain an endorsement to the effect that the insuring company will notify GVB thirty (30) days prior to the effective date of any cancellation of such policy or policies or any change in their provisions.

*** END OF GENERAL PROVISIONS ***

SECTION IV

PROPOSAL

Date: _____

Gentlemen:

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

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

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

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

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

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

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

RESPECTFULLY SUBMITTED BY:

(CONTRACTOR)

(BY)

(TITLE)

(BUSINESS ADDRESS)

SECTION V	BID FORM
------------------	-----------------

PROJECT: DESIGN BUILD SERVICES FOR MEDIAN UPLIGHTING

TO: President and CEO
Guam Visitors Bureau
Tumon, Guam

Dear Sir:

The undersigned bidder, having examined all pertinent Contract Documents relating to Invitation for Bid Number 2020-001, proposes to provide all labor, materials, equipment, tools, appliances, transportation, storage and items incidental to completing all work based on the Proposal and Bid Schedule consisting of the combination of lump sum and unit price items for the following sum of:

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

_____ Dollars (\$_____).

(TOTAL OF MATERIALS AND LABOR AND ALL OTHER COSTS)

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

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

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

- d. All matters for this project of which there is not a special item in the Bid Schedule, shall be considered incidental to and included in the Contractor's bid on any items in the Bid Schedule, as the bidder sees fit.

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

Dated: _____

BY _____

Address _____

SECTION VI	BID BOND
-------------------	-----------------

KNOW all men by these presents, that we

(Name of Contractor)
as Principal, and

(Name of Surety)

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

The condition of this obligation is such, that whereas the principal has submitted the accompanying bid dated _____, 20__ for the **DESIGN BUILD SERVICES FOR MEDIAN UPLIGHTING.**

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

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

The rate of premium on this bond is _____ per thousand.

Total amount of premium charged,

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

IN PRESENCE OF:

(SEAL)
(Individual Principal)

(Business Address)

(Address)

(SEAL)
(Individual Principal)

(Business Address)

(Address)

Attest:

(Corporate Principal)

(Business Address)

AFFIX CORPORATE SEAL

By: _____

Attest:

(Corporate Surety)

(Business Address)

AFFIX CORPORATE SEAL

By: _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

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

(CORPORATE SEAL)

SECTION VII

AFFIDAVITS/FORMS

- 1: Affidavit re Non-Collusion
- 2: Affidavit re Major Shareholder Disclosure
- 3: Affidavit re Special Provisions

AFFIDAVIT re MAJOR SHAREHOLDER DISCLOSURE

Type of Service Being Offered: DESIGN BUILD SERVICES FOR MEDIAN UPLIGHTING

Name of Offeror (Firm or Individual): _____

STATE OF _____)
)
CITY OF _____) SS.

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

[please check one]:

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

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

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

<u>Name</u>	<u>Address</u>	<u>Compensation</u>
-------------	----------------	---------------------

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

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

SUBSCRIBED AND SWORN to before me this ____day of _____, 2019.

Notary Public
My Commission Expires: _____

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

AFFIDAVIT re SPECIAL PROVISIONS

Type of Service Being Offered: DESIGN BUILD SERVICES FOR MEDIAN UPLIGHTING

Name of Offeror (Firm or Individual): _____

If a contract for services is awarded to the bidder or Offeror, then the service provider must warranty that they will comply with the following laws and regulations identified in item 23 of Section IV of the RFP:

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

2. **Prohibition Against Gratuities and Kickbacks**

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

It is a breach of ethical standards for any person to offer, give, or agree to give any government employee or former government employee, or for any government employee or former government employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. Further, it shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement of the award of a subcontract or order.

3. **Ethical Standards**

The Offerors shall duly represents that he, she, they or it has not knowingly influenced, and promises that it will not knowingly influence, a government employee to breach any of the ethical standards set forth in the Guam procurement laws and regulations pertaining to ethics in public contracting. (2 G.A.R., Div. 4, Chap. 11, §11103(b))

4. **Covenant Against Contingent Fees**

The Offeror warrants that no person was retained for a commission, percentage, brokerage, or contingent fee to solicit or secure any resultant contract upon agreement. Breach of this warranty shall give [Entity Name] the right to terminate the contractor, or at its discretion to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commission payable by contractors upon contracts or sales secured or made through *bona fide* established commercial

or selling agencies maintained by the contractor for the purpose of securing business. (2 G.A.R., Div. 4, Chap. 11, §11108(f) and (h))

5. **Wage Determination Established and Benefits**

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

- a. §5801. Wage Determination Established.
 - i. In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation (“contractor”) for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam.
- b. The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.
- c. §5802. Benefits.
 - i. In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.
- d. That the Offeror is in full compliance with 5 GCA §5801 and §5802, as may be applicable to the procurement referenced herein;
- e. That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. [***INSTRUCTIONS-Please attach Appendix C!***]

6. **Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues.** (§5253 of Title 5 Guam Code Annotated)

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

instrumentality of the government of Guam, shall work for his employer on the property of the government of Guam other than a public highway.

- b. All contracts for services to agencies listed herein shall include the following provisions: (1) warranties that no person providing services on behalf of the contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and (2) that if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.
- c. Duties of the General Services Agency or Procurement Administrators. All contracts, bids, or Requests for Proposals shall state all the conditions in §5253(b).
- d. Any contractor found in violation of §5253(b), after notice from the contracting authority of such violation, shall, within twenty-four (24) hours, take corrective action and shall report such action to the contracting authority. Failure to take corrective action within the stipulated period may result in the temporary suspension of the contract at the discretion of the contracting authority."

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

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

Notary Public
My Commission Expires: _____

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

SECTION VIII	AUTHORIZED CONTACT
---------------------	---------------------------

IFB NUMBER: GVB IFB 2020-001

NAME	
TITLE	
COMPANY	
MAILING ADDRESS	
TELEPHONE NUMBER	
FACSIMILE NUMBER	
EMAIL	

APPENDIX A PERFORMANCE STANDARDS

GENERAL INFORMATION

Background:

The Guam Visitors Bureau (GVB) desires to contract a qualified Design-Build (D-B) Contractor to design and install accent lighting and uplighting in its planter medians along Pale San Vitores Road in Tumon. This lighting system will replace the existing lighting system and will upgrade wiring, switches, grounding, feeders, boxes and some hardscape features. Any landscaping modifications that are required shall be coordinated through the Guam Visitors Bureau.

The work will also include the reactivation of the existing median uplights before November 29, 2019. This work may include wiring, connections, uplight fixtures and bulbs. Colors will be recommended by the D-B designer and approved by GVB. Bulbs may be all-weather LED or all-weather flood light bulbs.

This work is intended to set the tone for each season or marketing efforts, to provide soft area lighting and to add dramatic lit hues and accents in the medians without interfering with line-of-sight, glare protection and visibility for pedestrians and drivers.

The D-B Contractor will design uplighting to highlight features of the tree shapes and structures, the low-level landscaping and ground shape and features, all within the specified medians. The designer is expected to focus on different lighting techniques to contrast the difference in each species. Use existing species to highlight contrasts but not to create contrast.

The D-B contractor must utilize appropriate lighting design and techniques to emphasize tree structure, shape and texture; with interchangeable colors to adapt to the seasons and celebrations highlighted by GVB.

Consider wide beam uplights for dense canopy trees and tall shrubs while emphasizing the trunk texture and bark color. Moonlighting techniques may also be considered by the D-B contractor.

Strategically place and angle spotlights or recessed lights in conjunction with narrow to wide beam uplights to emphasize tree textures and shapes taking into account the height up the tree at which the lighting should travel.

Low area lights should be considered for emphasizing ground cover and topographical features in the medians. Path lighting is not expected to be utilized for this project except

where bollards, utility boxes or other protruding appurtenances are encountered and only then to provide obstruction visibility.

For low area and shrub lighting consider a design strategy incorporating silhouetting and other “spread” lighting types. Attention will be given to the groundcover types, and shrub shapes and sizes.

Illuminated shrubs are encouraged to provide subtle illumination rather than being the focal point of the lighting. Spotlight-type exterior all-weather fixtures positioned at 30-45 degrees from horizontal can be considered, as can be slender-focus spotlights.

For short squat shrubs, hedge-type groundcover wide spotlights can illuminate shrub bases. Taper these lights as they move up the shrubs. These low-lying lights should be kept soft and low, not too bright or overpowering.

The use of LED landscape lighting is encouraged. Except for the temporary season lights mentioned in Paragraph 2 of this section, incandescent solutions will not be considered. The projected lifetime service characteristics of the LED lighting will be considered in the selection of lights.

Incorporate solar-powered systems and fixtures into the lighting. While photovoltaic systems are the most readily available alternate energy power sources, alternative solutions will be considered.

All components and systems must be severe-weather proof.

Low-heat controllers and battery storage are recommended. Timers or manual controls can be incorporated into the controllers.

Integrated electrical power and solar powered units are strongly recommended to be considered. Information on batteries, panels, regulators and power pack, combiners, inverters or other components to be designed are required for consideration of the systems and components being recommended. The D-B Contractor is encouraged to recommend alternate, reliable and responsive solutions to this lighting solicitation.

The project is fully funded by the Guam Visitors Bureau.

SCOPE OF WORK

Please carefully read the following information, in addition to the information above, detailing GVB’s expectations in relation to the project scope of work. The selected contractor will provide

the GVB with professional services to realize the successful implementation of all aspects of this scope.

The contractor will be responsible for coordinating work with all sub-contractors and the work will be subject to oversight by the Guam Visitors Bureau and/or the Resident Engineer contracted by GVB. The list and order of activities outlined below may be amended and finalized with the contractor. The scope of work includes elements in the previous sections and the following elements:

Design and Permitting (Bid Item 1)

1. Such services will require the full range of professional disciplines normally associated with a project of this type. Proposers will be required at a minimum to provide electrical and civil engineering design services to meet the specifications and design criteria outlined in this IFB. However, the bidder/proposer should note this item as an optional should the need for a building permit arise.

Highway encroachment permits will be required and are the responsibility of the successful offeror.

Except for code provisions and technical standards, the lighting improvement performance specifications provided are a guideline and offerors are encouraged to design the lighting without being limited by these guidelines.

Proposers will be required to provide engineering and design services to the extent necessary to meet the established configuration and program goals. Proposers will be responsible for securing all local permits. "Equal to or better" offerings shall be acceptable to the extent that the design integrity, functionality, and performance capabilities are not compromised.

- a. Civil/Site Professional Architect or Engineering Work: Design Drawings and Record.
- b. Drawings shall be prepared and sealed by a Professional Engineer or Architect registered on the island of Guam.
 - i. Plans shall contain all information necessary to obtain a Guam Building Permit should one be required for the proposed Site Work.

The contractor is responsible for completing a Standard Erosion Prevention & Sediment Control Plan. The contractor shall be responsible for paying any permit fees associated with the Highway Encroachment Permit, and should it be required, a Building Permit.

The permit process shall be completed in a timeframe that does not delay construction work.

- ii. No wetlands permit is anticipated for this project.
- iii. It is anticipated that an architect or civil engineer will provide all details necessary to complete a successful project. Elements of the design drawings shall include but not be limited to:
 - 1. Median site features and utilities;
 - 2. Limits of work that document the extent of the area that the contractor can occupy during construction. The limit of work shall be agreed upon with the Guam Fire Department and the GVB;
 - 3. Shrub removal and replacement details;
 - 4. Landscape appurtenance removal and replacement details.
 - 5. Concrete slab expansion area, concrete slab details and details for conduit and pipe penetrations through the slab.
 - 6. General layout of existing median landscaping, lighting and features;
 - 7. General layout of proposed median landscaping, lighting and features;
 - 8. Wiring for power and controls. Alternatives to hard wiring will be considered if they are functional and more cost effective.
- c. Mechanical/Electrical Engineering Work: Design Drawings and Record Drawings shall be prepared and stamped by a Professional Engineer(s) certified in Guam. A qualified Guam-registered engineer is required to review all components of the existing lighting systems in each affected median and design an upgrade to the system that meets the GVB's performance specifications.
 - i. Plans shall be adequate to obtain, if necessary, a Guam Building Permit. The Permit process shall be completed in a timeframe that does not delay construction work.
 - ii. It is anticipated that the engineer will provide all details necessary to complete a successful project. Elements of the engineering design drawings shall include but not be limited to:
 - 1. Updated Electrical Site, One-Line and Detail Plans from the New Lights to the Point of Electrical Power Source. Integrated (solar/Guam Power Authority) source systems are also required to include these drawings.

2. Updated electrical drawings for interconnecting power and updated electrical drawings for electrical controls.
 - iii. The engineer shall review existing median lighting, record documentation, and the proposed GVB performance specifications to develop a basis of design that includes all of the components and equipment that will be part of the upgraded fueling system. The basis of design shall be documented and presented to the GVB for approval.
 - iv. The engineer shall perform a code compliance and safety inspection report. The report shall document how the new lighting will adhere to all applicable codes. Part of this report shall include documentation that installations are in conformance with applicable codes and standards.
 - v. The engineer shall evaluate the efficiency of the proposed systems in comparison to the existing median lighting systems. The engineer shall report how the efficiency is improved and how the improved efficiency will enhance reduction of electrical power consumption when compared to the existing systems.
2. Payment(s) shall be paid for this Bid Item when the Design and Permitting tasks are complete. The cost of this bid item shall not be more than 50% of the total project cost. Adequate backup documentation including schedule of values with percent of work completed shall accompany payment requisitions.

Construction (Bid Item 2)

1. The Design-Build Contractor shall provide all labor, materials, disposal, incidental costs and appurtenances necessary to design and construct a fully functional integrated median lighting system that meets the specifications and criteria outlined in this IFB document, and that has been approved by GVB.
2. The Design-Build Contractor shall be responsible for restoring the site to existing conditions which includes but is not limited to grass, asphalt, concrete and trees. Any landscape issues must be coordinated through GVB;
3. The Design-Build Contractor shall provide a certification statement that all equipment and work have been completed and installed in accordance with the design specifications and that the median uplighting systems at each specified median is constructed in conformance with all applicable codes.
4. Record drawings shall be created to include all elements of the median uplighting system.

5. An O&M manual shall be assembled to include all elements of the new lighting system. Only components pertinent to the lighting and system equipment shall be included and all non-applicable components shall be deleted and/or crossed out. One hard copy of the O&M manual shall be bound and submitted to the GVB CIP office for review and approval. The final O&M submittal shall include one hard copy bound with a 3-hole binder and a PDF copy submitted on a compact disc.
6. The Design-Build Contractor shall provide start-up and training services. The Design-Build Contractor shall have the median lighting systems completely operational prior to training. One 8-hour day of training shall be provided by a qualified technician. All aspects of the new and existing lighting system shall be operated during the training. The Design-Build Contractor shall coordinate with GVB to complete the start-up and training. The GVB Start-up checklist shall be completed as part of this task and documentation of the training shall be completed as part of this task.
7. Payment(s) shall be paid for this Bid Item when the Construction tasks are complete. Adequate backup documentation including schedule of values with percent of work completed shall accompany payment requisitions.
8. The David Bacon Act applies to this project.

GENERAL SPECIFICATIONS

SCHEDULE & LIQUIDATED DAMAGES

This is a short turnaround project. The contractor shall provide a project schedule at the pre-construction meeting which outlines all design and construction activities. The schedule shall be in conformance with the following date and time restrictions.

Holiday Season:

Construction shall allow the Holiday season new median lighting to be ceremonially “Switched On” on or before November 29, 2019.

At the Pre-Con meeting the Contractor shall be provided a Schedule of Holidays for which lighting must color-adjusted and activated. These include Valentine’s Day, Golden Week, Easter, Summer Celebrations and other celebrations designated by GVB.

Construction During Summer:

See “Holiday Season” above.

Liquidated Damages:

The Contract Completion date shall be 180 calendar days after the date of the signed Contract Agreement. In addition to the liquidated damages for down times, liquidated damages shall be assessed for every day that the contract extends beyond the contract completion date. **The daily rate for liquidated damages shall be equal to \$800/day for GVB administration work and other incurred expenses.**

SITE VISIT

Following the Pre-Bid Conference on October 10, 2019, a mandatory Site drive-through will be held for all prospective bidders/offerors.

PARTNERSHIPS

Design-Build contractor may team up with other firms, local or otherwise, in order to provide whatever diversity is deemed necessary for completing the project tasks.

WAGE AND DETERMINATION LISTING

Davis Bacon Wage Rates apply to this project. Please provide a copy of the most recent listing with your submission.

INDEMNIFICATION

The Contractor will act in an independent capacity as contractor to GVB and not as officers or employees of GVB or the Government of Guam. The Contractor shall indemnify, defend and hold harmless the GVB and its officers and employees from liability and any claims, suits, expenses, losses, judgments, and damages arising as a result of the Contractor's acts and/or omissions in the performance of this contract.

The Guam Visitors Bureau is responsible for its own actions. The Contractor is not obligated to indemnify the GVB or its officers, agents and employees for any liability of the GVB or Government of Guam, its officers, agents and employees attributable to its, or their own, negligent acts, errors or omissions.

LIMITATIONS OF LIABILITY

The GVB assumes no responsibility and liability for costs incurred by parties responding to this IFB or responding to any further requests for interviews, additional data, etc., prior to the issuance of the contract.

OWNERSHIP OF DOCUMENTS

Proposals, plans, specifications, basis of designs, electronic data, designs and reports prepared under any agreement between the selected Contractor and the GVB shall become the property of the GVB. Records shall be furnished to the GVB by the

Contractor upon request at any time, however the Contractor may retain copies of the original documents.

PUBLIC RECORDS

Any and all records submitted to the GVB, whether electronic, paper, or otherwise recorded, are subject to Guam Law regarding open government and transparency. The determination of how those records must be handled is solely within the purview of GVB. All records considered to be trade secrets shall be identified, as shall all other records considered to be exempt.

It is not sufficient to merely state generally that the proposal is proprietary or a trade secret or is otherwise exempt. Particular records, pages or section which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with the Guam Code Annotated.

SUBMISSION REQUIREMENTS

Refer to Section II: Notice/Instruction to Bidders.

*** END OF APPENDIX A ***

**APPENDIX B
BID SCHEDULE**

**DESIGN BUILD SERVICES FOR MEDIAN UPLIGHTING
BID SCHEDULE**

ITEM	UNIT	TOTAL
Design and Permitting – Bid Item 1	Lump Sum	
Construction – Bid Item 2	Lump Sum	
Temporary 2019 Holiday Uplighting – Bid Item 3	Lump Sum	
TOTAL BASE BID:	Bid Items 1 + 2 + 3	

COMPANY NAME: _____

AUTHORIZED SIGNATORY: _____

TITLE: _____

DATE: _____



APPENDIX C

DAVIS BACON ACT WAGE RATES FOR GUAM

General Decision Number: GU20190008 03/15/2019

State: Guam

Construction Type: Highway

Highway Construction (Applies only to projects funded under the National Defense Authorization Act of 2010 - Guam Realignment Fund - Defense Policy Review Initiative)

County: Guam Statewide.

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0	03/08/2019
1	03/15/2019

SUGU2018-003 01/07/2019

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 14.62	0.00

ELECTRICIAN.....	\$ 16.36	0.00
IRONWORKER, REINFORCING.....	\$ 14.23	0.00
LABORER: Common or General.....	\$ 12.25	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 15.81	0.00
OPERATOR: Mechanic.....	\$ 18.21	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four-letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in

processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

----- WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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APPENDIX D

PAST PERFORMANCE QUESTIONNAIRE
GVB IFB NO: 2020-001
Title: DESIGN BUILD SERVICES FOR MEDIAN UPLIGHTING

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

BIDDER: _____

REFERENCE DETAILS PROVIDED BY BIDDER

Company Name: _____
Point of Contact: _____
Contact Details: _____

PLEASE RETURN THIS COMPLETED QUESTIONNAIRE BY EMAIL TO
procurement@visitguam.org

PLEASE PROVIDE CONTACT DETAILS IF COMPLETING THIS QUESTIONNAIRE:

Name: _____ Telephone Number: _____

Title: _____ Email Address: _____

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

Comment: _____

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

Comment: _____

PPQ FOR BIDDER: _____

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

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

Comment: _____

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

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

Comment: _____

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

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

Comment: _____

PPQ FOR BIDDER: _____

6. Quality of Services:

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

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

Comment: _____

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

Comment: _____

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

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

Additional Comments:

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

Comment: _____

PPQ FOR BIDDER: _____

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

Name: _____ Phone Number: _____

Other contact information: _____

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

Comment: _____

Thank you for your cooperation.

GVB PROCUREMENT