



**INVITATION FOR BID**

**TUMON BAY STREETLIGHT  
IMPROVEMENT UPGRADE  
San Vitores Boulevard & JFK Road**

**GVB IFB 2022-001**



GUAM VISITORS BUREAU INVITATION FOR BID	
IFB Number:  <div style="text-align: center;">GVB IFB 2022-001</div>	IFB Title:  <div style="text-align: center;"><b>TUMON BAY STREETLIGHT IMPROVEMENT UPGRADE: San Vitores Boulevard &amp; JFK Road</b></div>
IFB Due Date and Time:  <div style="text-align: center;"><b>November 29, 2021; 3:00 p.m. ChST</b></div>	Number of Pages: 38; affidavits and forms in this package, along with Appendices A & B. Appendices C, D, E and F attached separately.
ISSUING AGENCY INFORMATION	
GUAM VISITORS BUREAU	Issue Date: October 18, 2021
<div style="text-align: center;"><b>CARL T. C. GUTIERREZ</b> President and CEO</div>	<div style="text-align: center;">           401 Pale San Vitores Road            Tumon, Guam 96913            Phone: (671) 646-5278            Fax: (671) 646-8861            Website: <a href="http://www.guamvisitorsbureau.com">www.guamvisitorsbureau.com</a> </div>
INSTRUCTIONS TO BIDDERS	
Delivery of Bid  <i>By U.S. Mail or Deliver Only to the attention of:</i>  <div style="text-align: center;"> <b>Carl T. C. Gutierrez</b>            President and CEO            Guam Visitors Bureau            401 Pale San Vitores Road            Tumon, Guam 96913         </div>	Mark Face of Envelope/Package:  <div style="text-align: center;"> <b>TUMON BAY STREETLIGHT IMPROVEMENT UPGRADE: San Vitores Boulevard &amp; JFK Road</b>            IFB Number: <b>GVB IFB 2022-001</b>            IFB Due Date: <b>November 29, 2021; 3:00 p.m. ChST</b> </div> <div style="margin-top: 10px;"> <b>Special Instructions:</b>  <i>Please process proposal submission in accordance with Sections 4 and 5 of the Notice/Instructions to Bidders. Failure to do so will mean disqualification and rejection of bid.</i> </div>
BIDDERS MUST COMPLETE INFORMATION BELOW AND RETURN THIS COVERSHEET WITH IFB RESPONSE	
Bidder Name/Mailing Address:	Authorized Bidder Signatory:   <div style="text-align: center; font-size: small;">(PLEASE PRINT NAME AND SIGN IN INK)</div>
Bidder Title:	Bidder Email Address:
Bidder Telephone Number:	Bidder FAX Number:



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**SECTION I INVITATION FOR BID**

**TUMON BAY STREETLIGHT IMPROVEMENT UPGRADE  
San Vitores Boulevard & JFK Road  
GVB IFB 2022-001**

The Guam Visitors Bureau (“GVB”), a public, non-stock, non-profit, membership corporation, will receive sealed bids from qualified businesses for the **TUMON BAY STREETLIGHT IMPROVEMENT UPGRADE: San Vitores Boulevard & JFK Road** project according to the following schedule:

MONDAY, October 18, 2021	Bid Documents (USB format) available at GVB office or via the GVB website
FRIDAY, November 5, 2021; 9:00 a.m.	Pre-Bid Conference; Power Point Presentation; GVB Main Conference Room.
WEDNESDAY, November 10, 2021; 3:00 p.m.	Deadline to submit written questions; GVB response will be posted on the website and emailed to all registered participants
MONDAY, November 29, 2021; 3:00 p.m. ChST	Deadline to submit bids; IFB bid opening
Determination of Lowest Responsible and Most Responsive Bidder.	Confirmed after Administrative Review and Certification of Abstract.

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

**A Pre-Bid Conference is scheduled for FRIDAY, November 5, 2021 at 9:00 a.m. in the GVB Main Conference Room. Attendance is highly encouraged.** Questions, if any, should be made in writing to the President and CEO, which can be dropped off at the GVB office; emailed to [procurement@visitguam.org](mailto:procurement@visitguam.org); or sent by fax to 671-646-8861 according to the timeline provided in the IFB packet.

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

GVB reserves the right to reject any or all bids, solicit new bids, waive minor informalities or irregularities or award **GVB IFB 2022-001 TUMON BAY STREETLIGHT IMPROVEMENT UPGRADE: San Vitores Boulevard & JFK Road** 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 MONDAY, November 29, 2021.** Immediately thereafter, all bid submissions will be opened by the President and CEO in the GVB Main Conference Room. Award will be confirmed after bid analysis and verification of bid.

/s/ **CARL T. C. GUTIERREZ**  
President and CEO

<b>SECTION II</b>	<b>NOTICE/INSTRUCTIONS TO BIDDERS</b>
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**1. DESCRIPTION OF WORK**

Project consists of furnishing all necessary labor, materials, equipment, tools and services for the **TUMON BAY STREETLIGHT IMPROVEMENT UPGRADE: San Vitores Boulevard & JFK Road** project as described in the attachments provided with this Invitation for Bid:

- a. APPENDIX A – Scope of Work (SOW) – page 32
- b. APPENDIX B – Bid Schedule – page 37

ATTACHED SEPARATELY

- c. APPENDIX C – Bid Specifications
- d. APPENDIX D – Streetlight List per SLP
- e. APPENDIX E – Exhibits
- F. APPENDIX F – US DOL Wage Listing (must be included in submission)

**2. PRE-BID CONFERENCE**

There is a pre-bid conference scheduled for **November 5, 2021**, at 9:00 a.m. in the GVB Main Conference Room. Attendance is highly encouraged.

**3. QUESTIONS AND INTERPRETATIONS**

Documents forming the contract are complementary and unitary and what is called for by one shall be as binding as if it were called by all and are intended to include all details of labor and material reasonably necessary for proper execution of the work. Questions concerning the Bid Documents shall be submitted in writing, via hand delivery, email to [procurement@visitguam.org](mailto:procurement@visitguam.org) or fax at (671) 646-8861, to the President and CEO. Replies will be issued to all bidders of record to the solicitation. Questions must be received at GVB no later than 3:00 p.m. on **November 10, 2021**.

**4. SEALED BIDS**

All bid proposals for this project shall be enclosed in a sealed envelope marked “**TUMON BAY STREETLIGHT IMPROVEMENT UPGRADE: San Vitores Boulevard & JFK Road**” and shall be submitted at the place and time indicated in the Invitation to Bid.

A second sealed envelope marked “**BID PRICE**” shall also be included in the proposal package, which must contain:

- a. BID SCHEDULE
- b. BID FORM
- c. BID BOND (or CASHIER’S CHECK)

**5. BID PROPOSAL SUBMITTAL ITEMS**

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

- a. **COVER LETTER** to confirm commitment and bid submission for this project, which must be signed by an authorized representative of the company.
- b. **BID PROPOSAL FORM** (see Section IV)
- c. **BUSINESS/CONTRACTOR'S LICENSE** (proof of ability to do business on Guam and perform services required for this project)
- d. Completed **AFFIDAVITS/FORMS** (see Section VIII)
- e. **EQUIPMENT DATA** (necessary for this project)
- f. **STAFF ORGANIZATIONAL CHART**
- g. **PROJECT REFERENCE LIST** (see last paragraph of this section)\*

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

Bidder shall sign his proposal in the blank space provided therefor. If proposal is made by a partnership or corporation, name and address of the partnership or corporation shall be shown together with names and addresses of the partners or officers. If proposal is made by a partnership, it shall be signed by one of the partners; if made by a corporation, it shall be signed by one of the officers thereof. If proposal is made by an authorized representative, an affidavit regarding delegation of authority for this bid must accompany the submission. Failure to do so will mean disqualification and rejection of the bid.

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

## 6. **RIGHT TO ACCEPT AND REJECT BIDS**

GVB reserves the right in accordance with law and regulation and in its sole and absolute discretion, to reject any and all bids, or to accept that bid, if any, which in its sole and absolute judgment will, under all circumstances, best serve GVB's interests. In the event that the successful bidder fails to execute contract upon his part, the GVB, after declaring the security deposit of such bidder forfeited, reserves the option to accept the bid of the second ranked bidder within ten (10) days from such default, in which case such acceptance shall have same effect as to such bidder as though he were the originally successful bidder.

## 7. **BID GUARANTEE**

Bids shall be accompanied by a bid guarantee of not less than fifteen percent (15%) of the amount of the bid, which may be a Bid Bond (form enclosed), official bank check or

cashier's check, made payable to Guam Visitors Bureau. Attorneys-in-Fact who sign bid bonds shall file with each bond a certified and effective dated copy of their Power of Attorney. Failure to do so will mean disqualification and rejection of the bid.

Such bid bond or check shall serve to guarantee:

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

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

A surety company holding a certificate of authority from the United States Secretary of Treasury or from a company acceptable to the GVB shall execute guarantee Bonds and include the bond number for the actual bond securing this bid on the Bid Bond Form provided. Checks or money order submitted as a bid guarantee shall be made payable to the Guam Visitors Bureau.

**8. ALL OR NONE BIDS**

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

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

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

**10. LIQUIDATED DAMAGES**

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

**11. BID SECURITY**

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

**12. STATUTORY REQUIREMENTS**

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

**13. NOTICE OF LOCAL PREFERENCE**

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

**14. NOTICE REGARDING SERVICE DISABLED VETERANS**

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

**15. REPRESENTATION REGARDING GRATUITIES AND KICKBACKS**

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

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

**16. PROHIBITION AGAINST CONTINGENT FEES**

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

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

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

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

**18. DISCLOSURE OF MAJOR SHAREHOLDERS AFFIDAVIT**

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

In addition, affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid or the bidder and shall also contain the amounts of any such commission, gratuity or other compensation. Affidavit shall be open and available to the public for inspection and copying. All bidders are required to submit a current affidavit in the form attached disclosing required information. Failure to do so will mean disqualification and rejection of the bid.

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

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

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

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

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

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

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

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

**22. WAGE AND BENEFIT DETERMINATION**

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

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

**23. ACKNOWLEDGEMENT OF RECEIPT OF AMENDMENTS**

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

**24. CONTRACT TERM**

The contract shall begin upon the issuance of the Notice to Proceed and end on September 30, 2022. GVB reserves the option to renew the Agreement after completion of the initial

term for up to an additional two years, in one-year increments, subject to the agreement of both parties and availability of funds. If the project timeline needs to be extended due to unforeseen circumstances and through no fault of the Contractor, GVB maintains the right to extend the agreement beyond the contract term on a month-to-month basis, as determined necessary by the Chief Procurement Officer, to allow time to complete the project.

### **SECTION III GENERAL PROVISIONS**

#### **1. DEFINITIONS**

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

#### **2. PERMITS AND RESPONSIBILITIES**

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

**3. CONDITIONS AFFECTING THE WORK**

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

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

**4. ADDITIONAL BOND SECURITY**

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

**5. COVENANT AGAINST CONTINGENT FEES**

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

**6. OFFICIALS NOT TO BENEFIT**

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

**7. DISPUTES**

- a. All controversies between the GVB and the contractor which arise under, or are by virtue of, this contract and which are not resolved by mutual agreement, shall be decided by the GVB in writing, within 60 days after written request by the contractor for a final decision concerning the controversy; provided, however, that if the GVB does not issue a written decision, within 60 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the contractor may proceed as if an adverse decision had been received.
- b. The GVB shall immediately furnish a copy of the decision to the contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt.

- c. Any such decision shall be final and conclusive, unless fraudulent, or: (i) the contractor brings an action seeking judicial review of the decision in the Superior Court of Guam.
- d. The contractor shall comply with any decision of the GVB and proceed diligently with performance of this contract pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, this contract, except where there has been a material breach of the contract by the territory; provided, however, that in any event the contractor shall proceed diligently with the performance of the contract where the GVB has made a written determination that continuation of work under the contract is essential to the public health and safety.

**8. CONTRACT AND BONDS**

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

**9. WORKING HOURS**

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

**10. FEES AND CHARGES**

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

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

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

**12. ACCIDENT PREVENTION – PUBLIC SAFETY**

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

**13. DISPUTES CONCERNING LABOR STANDARDS**

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

**14. NONCOMPLIANCE WITH CONTRACT REQUIREMENTS**

In the event the Contractor, after receiving written notice from the Contracting Officer of noncompliance with any requirement of this Contract, fails to initiate promptly such action as

may be appropriate to comply with the specific requirement within a reasonable period of time, the Contracting Officer shall have the right to order the Contractor to stop all other work and correct the deficiency. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to stop work for such cause.

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

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

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

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

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

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

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



**SECTION IV PROPOSAL SUBMITTED BY:**

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

Gentlemen:

The undersigned (hereafter called the Bidder), a \_\_\_\_\_ (Corporation, Partnership or Individual) organized and/or licensed to do business under the laws of the Government of Guam hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the performance of the **TUMON BAY STREETLIGHT IMPROVEMENT UPGRADE: San Vitores Boulevard & JFK Road** project, 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 SUBMITTED BY:**

**PROJECT: TUMON BAY STREETLIGHT IMPROVEMENT UPGRADE: San Vitores Boulevard & JFK Road**

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

The undersigned bidder, having examined all pertinent Contract Documents relating to Invitation for Bid Number 2021-002, 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:

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

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

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

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

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



Schedule, as the bidder sees fit.

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

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

\_\_\_\_\_

BY \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_



**SECTION VI BID BOND**

REFERENCE BID BOND #: \_\_\_\_\_

KNOW all men by these presents, that we

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

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

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

The condition of this obligation is such, that whereas the principal has submitted the accompanying  
bid dated \_\_\_\_\_, 20\_\_\_\_ for the **TUMON BAY STREETLIGHT IMPROVEMENT UPGRADE: San Vitores Boulevard & JFK Road.**

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:

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

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

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

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



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

IFB NUMBER: GVB IFB 2022-001

NAME	
TITLE	
COMPANY	
MAILING ADDRESS	
TELEPHONE NUMBER	
FACSIMILE NUMBER	
EMAIL	

<b>SECTION VIII</b>	<b>AFFIDAVITS/FORMS</b>
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**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.**



**2. AFFIDAVIT re NON-COLLUSION**  
**GVB IFB 2022-001**

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

CITY OF \_\_\_\_\_ )  
 ) SS  
COUNTRY \_\_\_\_\_ )

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

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

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

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

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

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

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

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





**4. AFFIDAVIT re ETHICAL STANDARDS**  
**GVB IFB 2022-001**

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

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

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

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

\_\_\_\_\_  
Signature of one of the following:

Offeror, if the offeror is an individual;  
Partner, if the offeror is a Partnership;  
Officer, if the bidder is a Corporation.

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

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

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



**5. DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION**  
**GVB IFB 2022-001**

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

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

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

**§ 5801. Wage Determination Established.**

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

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

**§ 5802. Benefits.**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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



**6. AFFIDAVIT re CONTINGENT FEES**  
**GVB IFB 2022-001**

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature of one of the following:

Offeror, if the offeror is an individual.  
Partner, if the offeror is a partnership.  
Officer, if the offeror is a corporation.

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

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



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

**GVB IFB 2022-001**

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

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

\_\_\_\_\_, being first duly sworn, is \_\_\_\_\_  
(NAME OF PERSON) PLEASE STATE "INDIVIDUAL"

\_\_\_\_\_ of \_\_\_\_\_  
IIF SOLE PROPRIETOR; "PARTNER" IF A PARTNERSHIP; OR "OFFICER" OF A CORPORATION) (NAME OF OFFEROR

\_\_\_\_\_. TEL: \_\_\_\_\_  
(MAILING ADDRESS) (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 \_\_\_\_\_, \_\_\_\_\_.

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

**SECTION IX**

**PAST PERFORMANCE QUESTIONNAIRE**

**GVB IFB 2022-001**

**Title: TUMON BAY STREETLIGHT IMPROVEMENT UPGRADE: San Vitores Boulevard & JFK Road**

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

**COMPANY NAME:** \_\_\_\_\_  
[PLEASE CLEARLY TO IDENTIFY THE COMPANY THIS PPQ IS REFERENCING]

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

**CONTACT DETAILS OF PERSON COMPLETING THIS QUESTIONNAIRE:**

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

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

**Name of your company/organization:** \_\_\_\_\_

1. Please briefly describe the type of services performed for your organization by the COMPANY.  
(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:** \_\_\_\_\_

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

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

4. How would you rate the COMPANY'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)



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

5. How would you rate the COMPANY'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)

6. How would you rate the overall quality of the COMPANY'S technical services?

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

7. Do you recall the name(s) of the COMPANY'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 COMPANY'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)

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

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

10. Are you aware of any other company or organization this COMPANY 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: \_\_\_\_\_  
\_\_\_\_\_

**PLEASE RETURN COMPLETED QUESTIONNAIRE BY EMAIL ON OR BEFORE 3:00 PM ChST ON November 29, 2021 TO [procurement@visitguam.org](mailto:procurement@visitguam.org). Thank you for your cooperation.**

<b>APPENDIX A</b>	<b>SCOPE OF WORK</b>
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## TUMON BAY STREETLIGHT IMPROVEMENT UPGRADE

San Vitores Boulevard and JFK Road  
Safety and Security Lighting  
Replacement Project

### SCOPE OF WORK

#### 1. PROJECT LOCATION

The project is the Tumon Bay Lighting Improvements located in Tomhum (Tumon) beginning at the Marine Drive/North San Vitores (once known as Australian Cable) intersection down to and along Chalan San Vitores just past the GPA substation west of the Hilton intersection. It also includes the JFK/Marine Drive Intersection down to Chalan San Vitores. The project covers a distance of approximately 2.82 miles, consisting of 2.56 miles along Chalan San Vitores and .26 miles along the old Tumon Bay (JFK) Road from Marine Drive to Chalan San Vitores. (See Exhibit 1).

#### 2. PROJECT DESCRIPTION

Along the project length, there are 18 streetlight panels which control up to 391 sidewalk and streetlight fixtures mounted on 337 streetlight poles with either single or double fixture configurations. (See Exhibit 2).

In various locations along Chalan San Vitores and Tumon Bay (JFK) Road, some light pole components are inoperable, are missing or damaged. Some complete pole assemblies have been destroyed or removed.

The project's objective is to restore the streetlighting system to its original operating condition with adequate lighting level and minimum glare both along the roadways and sidewalks. This involves trouble shooting the system including series of tests and ascertain the condition of the light pole assemblies (the bases, the fixtures, electrical components, circuitry, controls, fuses, receptacles, wiring, concrete pole, attachments, arms) and SLPs (panelboards, contactors, wiring, conduits, SS enclosures, photocells, selector switches) including conduit and wiring from SLPs to pole assemblies. Upgrade or replace defective or ineffective light pole assemblies, SLPs and conduit and wiring including but not limited to replacement of some entire pole assemblies in accordance with the findings.

#### 3. GENERAL DESCRIPTION OF SCOPE OF WORK

The scope of work includes an initial assessment of all Street Light Panels (SLP), pole assemblies, conduit and wiring. It includes testing and inspection of streetlight assemblies including poles, mast arm assemblies, handhole cover plates, receptacle and covers, and base plates, panels and cabinets, stainless steel panels/enclosures, contactors, photocells, wiring to and between streetlight fixtures, LED street lighting fixtures and median lighting panels, concrete footings and fixtures.

The work also includes the repair of light pole fixtures, attachments, components, base plate covers and selected pole arms the items listed in the previous paragraph.

#### Sequence of Work

- a. Phase I Assessment
- b. Phase II Installation
- c. Warranty Period

All the poles have built-in banner arm sockets. Many banner arms remain intact but a significant number are missing. The project scope includes removal of all banner arms and capping or plugging of the remaining banner arm sockets. Where banner arm sockets are cross-threaded or stripped, the contractor shall provide a method to plug or cap the sockets. The chosen method shall result in a watertight permanent seal of the banner arm socket. All work shall be done in a manner to not cause any damage to the light poles and fixtures.

The Contractor shall make necessary survey measurements of existing facilities prior to work on each SLP, circuit, pole assembly, light arms and light fixtures to ensure proper materials are on hand.

This includes the following scope of work:

#### **Phase I - Assessment**

- Field investigation, assessment and report of all items mentioned in the General Scope of work.
- Testing of all circuit wiring from each streetlight panel (SLP) to each pole and fixture including through junction boxes or panel boxes in the medians to include the following:
  - o Megger Testing (Insulation Resistance)
  - o Grounding
  - o Photocells
  - o Switches/Contactors
  - o Light fixtures
  - o Inline Fuses
  - o GFCI outlets
  - o Circuit breakers – Function and Contact resistance
  - o MOA selector switch
- Give findings with recommendations on the following:
  - o Replacing fixtures, photocells, wiring, contactors, panels, and any other items observed during the investigation phase.

Note that it is the intention of this contract to replace all existing contactors and MOA switches. Contactor and switch testing results will be utilized confirm assessments.

#### **Phase II Installation**

- Add contactors at each panel. GVB will be designating the number to be added to each SLP based on the number of light fixtures controlled by the SLP; however, the minimum added contactors at each SLP will be two (2).

Remove damaged or defective light fixtures and dispose of properly at a facility licensed to receive this type of equipment and component. New light fixtures shall be mounted to the existing mast arm assembly as per the manufacturer's technical drawings but compatible with existing equipment and as shown in the as-built information to be provided by GVB. Contractor must submit certified manufacturer's specification sheets to provide computerized lighting calcs showing average lighting levels, spread and relevant coverage factors.

- Removal and disposal of damaged light pole and metal base plates identified by GVB. Installation of new light pole metal or approved composite material base plates.

- Install new cover plates for existing pole and handholes which are missing or designated to be replaced.
- Install weatherproof cover for existing pole mounted duplex receptacles which are missing or damaged.
- Provide As-Built drawings of completed work for future reference.
- Clean all concrete footings at SLPs and light posts to remove overgrown vegetation and other dirt and mold and mildew.
- Water blast all streetlight poles from base up to 8' in height. The cutoff shall be a clean line around the pole at 8' from the adjacent sidewalk. Tolerance height for the cutoff line is  $\pm 1/2$ ".
- Submit Schedule of each type of replacement or repair. This schedule may consist of a general description conforming to the bid schedule. During the contract execution a "Look-Ahead" Schedule will be required for tasks or repairs requiring several days.
- Replace conductors from the SLPs as required. Contractor needs to determine total conductor length by the Phase I assessment and will inform GVB if the provided bid quantity is adequate or if additional conductor lengths are required. Test results will be utilized to confirm conductor conditions.
- Replace all lighting conductors at SLP's as approved by GVB. Test results will be utilized to confirm conductor conditions.
- Replace all wiring inside of all street lighting concrete poles as approved by GVB. Test results will be utilized to confirm wiring conditions from wire cover plate to lighting fixture.
- Install new fused lighting connectors where the Phase I assessment indicates the need.
- Replace all deteriorated hardware from enclosures, conduits to bolts and replace all corroded framing hardware.
- Where necessary install new rigid conduit entering from concrete footing to enclosure and use a Myers Hub to connect to the enclosure. Replace all lighting contactors and MOA switches. Reuse all other materials inside the SLP.
- Replace Median stainless-steel enclosures as needed based on the Phase I assessment. Install new rigid conduit and use Myers Hub to connect to the enclosure. This is for panels in the medians. Myers Hub shall be incidental to this item cost.
- Replace as necessary all deteriorated conduits entering the SLPs and use only Myers hub. Myers Hub shall be incidental to this item cost. Deterioration shall be defined in the Phase I assessment subject to GVB approval.
- Some SLP's may be supported by rusting or deteriorated tubes or pipes. These shall be wired brushed and treated with an approved sealant designed to protect the stainless steel.
- In addition, replace all photocells and install locking type photo control devices and mating receptacles in compliance with ANSI C136.10 and UL 773. Extend the mounting height up to 12 ft from ground level for vandal resistance. Utilize slotted galvanized square channel sections for mounting.
- Replace damaged or missing poles as approved in Phase I. These will be confirmed by GVB.
- Replace all concrete pole base plate covers.
- Replace missing wire cover plate at concrete poles as required.
- Confirm that each pole ID number is intact as per the concrete pole numbering per the SLP system (to be provided). Provide a one-line diagram for each SLP where wiring to or from the SLP is replaced or affected. See attached one-line diagram.

- Any other work and materials not listed here that are required to have a full functioning Street Lighting System. Wire is generally available locally.
- Provide all equipment and tools, including high-reach equipment, required for this project.
- Ensure that repairs or replacements are carried out in compliance with industry standards and that materials are installed within manufacturer's recommendations.
- Properly dispose of all materials, equipment and fixtures removed under this project.
- Testing and commissioning
- Provide closeout materials as follows:
  - a. Complete listing with Pole ID of installed materials
  - b. Updated One-Line Diagram
  - c. Technical Manuals and Warranty Documentation

### Phase III Warranty

- Provide a 1-year warranty for any new installations. Repairs shall be warranted for 30 days or for the manufacturer's warranty whichever is longer.

### Additive

- Replace damaged underground conduits as confirmed by water infiltration. Such replacement shall include concrete encasement of 3" with 2500 PSI concrete all around. Conduits shall be placed at a 24" minimum depth under roadways/driveways with detectable warning tape at 12" below finish grade to be installed. Provide selected backfill no larger than 2". Provide compaction at 95%. Repair pavement to existing condition.

For locations other than under roadways and driveways, provide Sand cushion (sand backfill) conduit all around 4" with selected sand (sieve size of 3/8" or less). A 24" minimum depth under sidewalks (no roadway/driveway) shall be maintained. Install detectable warning tape at 12" below finish grade. Provide selected backfill no larger than 2". Provide compaction at 95%. Repair finished grade to existing condition.

The contractor shall be responsible for conducting field investigations to confirm final scope of work and quantities.

### 3. Standard and Manuals

The Contractor shall design and construct the project in accordance with the requirements of the Contract and all related manuals and publication. Manuals include, but are not limited to the following:

- Government of Guam and Standards:
  - o Department of Public Works Standards, Guam
  - o Guam Fire Department Standard
  - o Guam Power Authority (GPA)
  - o Government of Guam, Professional Engineers, Architects, and Land Surveyor's (PEALS) Rules and Regulations
- National Codes and Regulations:
  - o NFPA 70, National Electrical Code, 2011
  - o National Electrical Safety Code (NESC), Latest Edition

- o OSHA Regulations ▪ OSHA 1926.1408, Power Line Safety (up to 350 KV) – Equipment Operations
  - OSHA 1926.965, Electric Power Transmission and Distribution
  - OSHA 1926, Safety and Health Regulations for Construction – All Applicable Sections AS 3995
- o FHWA Manual on Uniform Traffic Control Devices for Streets and Highway (MUTCD), 2009
- Others:
  - o Illuminating Engineering Society (IES) of North America, 9th Edition

All work will comply with the standards set forth below:

ENA Technical Spec 43-8  
ACI 562, Requirements for Assessment, Repair, and Rehabilitation of Existing Concrete Structures (ACI 562)  
ACI 562, Commentary  
CNMI-Guam 2006 Stormwater Management Manual  
Guam Clean Water Standards (Guam EPA)

#### 4. Safety

Continuous operation of Street Lighting is of critical importance. The Contractor shall schedule and conduct activities to enable the existing facilities to operate continuously. The Contractor shall comply with all applicable laws and regulations relating to the safety of persons or property or to the protection of persons or property from damage, injury, or loss and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall be responsible for preventing health hazards arising from work related activities of its employees. Persons shall be afforded safe passages around areas of demolition.

The Contractor shall exercise care in preserving vegetation and protecting property, to avoid disturbing areas beyond the limits of the Work and promptly repair any damage caused by Contractor operations.

Traffic Control when required shall comply with the requirements of the Guam Police Department and the Department of Public Works. This traffic control is anticipated to be required when the nature of work means that the adjacent traffic lane(s) may be affected e.g., when a bucket truck will be blocking one lane during the work or when workmen and equipment may require stepping into the street.

Appropriate safety certifications shall be current for any personnel working on high-lift bucket truck, ladder and extended ladder work, confined spaces, electrical equipment and traffic safety.

Any work including diagnosis must be accompanied by a pre-work safety meeting (tailgate or otherwise), and an Activity Hazard Analysis (AHA) or acceptable substitute must be submitted for any types of work under this contract. The GVB will have the final decision as to acceptability of the AHA or substitute. The AHA should include lockout/tagout procedures.

\* \* \* END OF SCOPE OF WORK \* \* \*

NOTE: Please refer to separately attached support documentation

APPENDIX C: Bid Specifications  
APPENDIX D: Streetlight List per SLP  
APPENDIX E: Exhibits

APPENDIX B BID SCHEDULE SUBMITTED BY:					
BID ITEM NO.	BID ITEM DESCRIPTION	UNIT	QUANTITY	UNIT BID PRICE	BID AMOUNT
1.0	Mobilization	LS	1		
2.0	Traffic Control	EA	1		
3.a	Diagnosis - Lighting/Electrical System	EA	18		
3.b	Diagnosis - Panel Box/Cabinet	EA	18		
3.c	Insulation Test - all SLP Circuits	EA	18		
4.a	LED Lamp In Place	EA	100		
4.b	LED Lamp Spares	EA	100		
4.c	#2 AWG THHN	LF	10,000		
4.d	#6 AWG THHN/THWN (Blk, Red, Grn)	LF	10,000		
4.e	#8 AWG THHN/THWN (Blk, Red, Grn)	LF	24,000		
4.f	#10 AWG THHN/THWN	LF	24,000		
4.g	#12 AWG THHN/THWN	LF	6,000		
4.h	#14 AWG THHN/THWN	LF	6,000		
5.a	2" Conduit - Alum Sch 80	LF	2,000		
5.b	2" Conduit - Alum Sch 40	LF	800		
5.c	1 1/2" Conduit - Alum Sch 80	LF	2,000		
5.d	1 1/2" Conduit - Alum Sch 40	LF	800		
5.e	2" Conduit - PVC Sch 80	LF	4,000		
5.f	2" Conduit - PVC Sch 40	LF	4,000		
5.g	1" Conduit - PVC Sch 80	LF	2,000		
5.h	1" Conduit - PVC Sch 40	LF	2,000		
6.a	Panel Boxes in SLP Cabinets w/Breakers	EA	18		
6.b	Update ID Marking of Circuits/Labeling at Panel	EA	18		
6.c	Contactors	EA	144		
6.d	Photocell In Place	EA	18		
6.e	Photocell Spares	EA	18		
6.f	MOA Switch in Place	EA	18		
6.g	MOA Spares	EA	18		
6.h	Fused Lighting Connectors	EA	500		
7.a	Myers Hub - 1 1/4, Insulated, Threaded ridged gasketed - installed	EA	50		
7.b	Myers Hub - 1 1/4, Insulated, Threaded ridged gasketed - installed	EA	50		
7.c	Weatherproof Wire Cover Plates	EA	200		
7.d	Weatherproof Access Plate Covers	EA	150		

8.a	Pole Trunk Cement Crack Repair - Epoxy	LF	1,500		
8.b	Pole/Fixture Assembly Complete	EA	20		
8.c	Foundation Base Reset/Repair	EA	15		
8.d	Base Plate Cover	EA	350		
8.e	Light Fixture Assembly - Street	EA	150		
8.f	Light Fixture Assembly - Sidewalk	EA	150		
8.g	Sidewalk Banner Arm - Remove/Dispose	LS	1		
8.h	Weatherproof Cover				
9.0	Sidewalk Repair	SF	2,000		
10.0	Water blasting Poles Up to 8' from Sidewalk Level	LS	1		
11.0	Warranty/Service - 12 months	EA	18		
12.0	Cleaning of Concrete Footings at SLP's	EA	18		
13.a	Contingency	LS	1	100,000	100,000.00
13.b	Contingency Markup (% Including O/H and Tax)	LS	1		
	<b>ADDITIVE</b>				
A.1	Replace damaged underground conduits 1", 1 ½", and 2"	LF	2,000		
<b>TOTAL BID:</b>					

Note: 1. Except for Mobilization, Testing, Warranty and Contingency (1.0, 3.a.b.c., 11.0 and 13.0) the Unit Price of each item will be based on installation including cleanup and security jobsite.  
2. The Contingency Amount, in whole or in part thereof, shall be expended only if directed by GVB and shall be paid based on Labor, Supplies, Equipment and Materials Direct Costs with Markup indicated in 13.b.

\*\*\* END OF BID SCHEDULE SUBMITTED BY: \_\_\_\_\_ \*\*\*