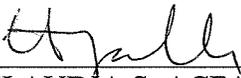


REQUEST FOR PROPOSAL

ISSUING OFFICE:

GENERAL SERVICES AGENCY
GOVERNMENT OF GUAM
148 ROUTE 1, MARINE DRIVE
PITI, GUAM 96915



CLAUDIA S. ACFALLE
Chief Procurement Officer

DATE ISSUED: MAY 30, 2015

RFP NO: RFP/DPR-15-002

PROPOSAL FOR: **DESIGN-BUILD SERVICES FOR THE DEPARTMENT OF PARKS AND RECREATION PASEO RECREATION CENTER IN HAGATNA**

SPECIFICATION: See Attached

DESTINATION: DEPARTMENT OF PARKS AND RECREATION

REQUIRED DELIVERY DATE: 180 Days Upon Receipt of Purchase Order.

INSTRUCTION TO OFFEROR:

INDICATE WHETHER: INDIVIDUAL PARTNERSHIP CORPORATION

INCORPORATED IN: _____

Each offeror shall submit one original and three copies of the technical proposal no later than **Submission Date: 6/12/15 at 12:00 Noon**. The technical proposals (one original and three copies) shall be submitted in a sealed envelope marked conspicuously with the offeror name and address, RFP number, and the type of proposal (Technical Proposal). Proposal submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions. **Technical proposals submitted will not be publicly opened.**

The undersigned offers and agrees to furnish within the time specified, the articles and services, unless otherwise specified by the offeror. In consideration to the expense of the Government in opening, tabulating, and evaluating this and other offerors, and other considerations, the undersigned agrees that this RFP remain firm and irrevocable within **90** calendar days from the date of submittal.

NAME AND ADDRESS OF OFFEROR:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS PROPOSAL:

AWARD: CONTRACT NO.: _____ AMOUNT: _____ DATE: _____

ITEM NO(S). AWARDED: _____

CONTRACTING OFFICER:

CLAUDIA S. ACFALLE
Chief Procurement Officer

NAME AND ADDRESS OF CONTRACTOR:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS CONTRACT:

DEPARTMENT OF PARKS & RECREATION

RFP NO.: RFP/DPR-15-002

DESIGN-BUILD SERVICES FOR THE DEPARTMENT OF PARKS AND RECREATION
PASEO RECREATION CENTER IN HAGATNA

RFP TIMELINES

May 30, 2015 **ISSUANCE DATE FOR RFP/DPR-15-002**

Notice 1: All issued RFP packets are required to be registered on GSA's "Procurement (RFP) Registry" at the time the RFP(s) are issued to the interested parties. This is necessary for future procurement communications and distribution of Amendments and/or Addendums. Please fill-out the required information on a copy of page 2 of this RFP and leave the registration sheet with the issuing procurement officer.

June 03, 2015 **MANDATORY PRE-PROPOSAL CONFERENCE &
10:00 A.M. SITE VISIT AT DPR'S PASEO BASEBALL STADIUM
CONFERENCE ROOM IN HAGATNA.**

Notice 2: Interested Offerors must have a representative attend this mandatory meeting in order to be eligible for this RFP.

June 04, 2015 **LAST DAY TO SUBMIT WRITTEN QUESTIONS
12:00 Noon AND/OR CLARIFICATIONS**

June 12, 2015 **DEADLINE FOR RFP SUBMISSION
On or Before SUBMISSION PLACE IS 148 SOUTH MARINE
12:00 Noon CORP DRIVE, PITI GUAM 96915**

DEPARTMENT OF PARKS & RECREATION

RFP NO.: RFP/DPR-15-002

PROPOSAL REGISTRATION FORM

RFP SET NO. _____

RFP NO.: RFP/DPR-15-002

**DESIGN-BUILD SERVICES FOR THE DEPARTMENT OF PARKS AND RECREATION
PASEO RECREATION CENTER IN HAGATNA**

The scope of work for this project involves design and construction services for the Department of Parks and Recreation Paseo Recreation Center in Hagatna. It also includes but not limited to; assessment, evaluation, design and construction plus all other necessary and incidental works to complete the facility and ready for use.

REGISTRATION IS REQUIRED FOR ALL INTERESTED OFERORERS TO RECEIVE DIRECT UPDATES:

Instructions: *Please provide the required information below; and please print your information clearly. The information will be reflected in the Procurement Registry for this RFP.*

Payment Receipt No.: _____ **Date:** ____/____/2015

Payment By: Cash Cashier's Check No. _____

Name of Company: _____

Physical Address: _____

Mailing Address: _____

Contact Person & Title: _____

Alternate Contact Person: _____

Contact Numbers: Tel. _____ Fax _____ Cellular _____

E-Mail Address: _____

DEPARTMENT OF PARKS & RECREATION

RFP NO.: RFP/DPR-15-002

TABLE OF CONTENTS

PROCUREMENT SOLICITATION INSTRUCTIONS & INFORMATION		Page No.:
RFP Coversheet	Timelines for RFP No.: RFP/DPR- 001-2015 (Issuance Date, Mandatory Pre-Proposal Conference & Site Visit Meeting Date, Date for "Last Day for Submitting Written Questions and/or Clarifications", and the Deadline for Proposal Submissions)	01
Registration	Registration Form for all interested parties for future distribution of Amendments and/or Addendums (This form is required to be filled out and submitted at the time the RFP is issued.)	02 v
Table of Contents	.....	03
Request for Proposal	Instructions to Offerors (Items 1 ~ 34)	04
	<i>Requests for Proposal; General Intention; Withdrawal of Proposals; Opening of Proposals; Statement of Experience; Non-Collusion Affidavit; Amendments to Request for Proposal; Method of Award; Disclosure of Major Shareholders; Determination of Responsibility of Offerors; Pre-Proposal Conferences; General Intention; Competency of Offerors; Request for Proposal Forms; Proposal Envelope/Copies; Form of Proposal; Modification/Alteration; Modification or Withdrawal of Proposals; Selection of Best Qualified Offerors; Negotiation and Award of Contract; Successful Negotiation of contract with Qualified Offeror; Failure to Negotiate Contract with Best Qualified Offeror; Notice of Award; Failure to Negotiate contract with Offerors Initially Selected as Best Qualified; Independent Contractor; Employment Restriction; Indemnity; contractor Provided Insurance; Local Procurement Preference; Affidavit re Gratuities, Kickbacks and Favors; Affidavit re Ethical Standards; Covenant Against Contingent Fees; and Declaration re Compliance with U.S. Department of Labor Wage Determination. In compliance with the June 11, 2014 issued A.G. Procurement Form 009: Procurement Review Checklist for Request For Proposals (RFP) (4th Revised May 5, 2013); AG PCF No.: DDC.14-465; DDC RFP No. P24-14 DDC Field House Interior Renovation – Phase 2.</i>	
Attachment A	General Terms & Conditions of the Request for Proposal (Items 1 ~ 15)	09
	<i>Authority; Explanation to Offerors; Rejection; Taxes; Covenant Against Contingent Fees; Equal Employment Opportunity; employment restrictions; assignment; Audit By Public Auditor; Ownership Rights; Scope of Work Modifications; Non-Discrimination; Trade Secrets & Proprietary Data; Cancellation of RFP Solicitation; and conditions for multiple or alternate proposals.</i>	
Attachment B	Special General Provisions: Offeror's Qualifications	11
Attachment C	Notification of Federally Funded CIP Project (DISREGARD)	12
Attachment D	Project Signage Requirement (DISREGARD)	13
Attachment E	Proposal Requirements	14 - 30
RFP Submission Form A	Part 1: Coversheet for Sealed Proposal Packet	31 v
RFP Submission Form B	Offeror's Questionnaire Form	32 v
RFP Submission Form C	Affidavit re Disclosing Ownership & Commissions (11/09/10 Revised AG P/F 002)	33 v
RFP Submission Form D	Affidavit re Non-Collusion (11/09/10 Revised AG P/F 003)	34 v
RFP Submission Form E	Affidavit re No Gratuities, Kickbacks and/or Favors (11/09/10 Revised AG P/F 004)	35 v
RFP Submission Form F	Affidavit re Ethical Standards (11/09/10 Revised AG P/F 005)	36 v
RFP Submission Form G	Declaration re Compliance with U.S. DOL Wage Determinations (11/09/10 Revised AG P/Form 006)	37 v
RFP Submission Form H	Affidavit re Contingent Fees (11/09/10 Revised AG P/F 007)	48 v
RFP Submission Form I (Part 1)	Mandatory Attendance of Pre-Proposal Conference & Site Visit	49 v
RFP Submission Form I (Part 2)	Mandatory Use of Form for Submitting Questions and/or Clarifications	49 v
RFP Submission Form J	Acknowledge Listing of Clarifications, Addendums, or Amendments Issued	50 v
RFP Submission Form K	Part 2: Sealed Price Proposal Form (In a separately sealed envelope, within the proposal offer packet.)	51 v
Pre-Contract Submittal	Form A: 100% Performance Bond (Required for Construction Projects \$ 25,000 & Over)	52
Pre-Contract Submittal	Form B: 100% Labor & Materials Payment Bond (Required for Construction Projects \$ 25,000 & Over)	53 - 54
PROJECT INFORMATION & OTHER DETAILS		
Exhibit A	Project Description for Design-Build Construction Services Contract	55
Exhibit B	General Requirement for Construction Services on Campus (DISREGARD)	56- 58
Exhibit C	Standard Construction Terms & Conditions	59 - 64
Exhibit D	Draft Contract Agreement Form for Design-Build Construction Services	65 - 80
Appendix A	Task 1 Site Surveys and Investigation	82 - 136
Appendix B	Task II (Pre-Final Submittal) Prepare 35% Design Documents; Plans, Specifications & Estimate (PS&E)	1- 4
Appendix C	Task III Final Submittal PS&E	5

NOTE: "v" Means this form is a "Required Submittal Form".

DEPARTMENT OF PARKS & RECREATION

RFP NO.: RFP/DPR-15-002

DESIGN-BUILD SERVICES FOR THE DEPARTMENT OF PARKS AND RECREATION PASEO RECREATION CENTER IN HAGATNA

DATE ISSUED: May 30, 2015

ISSUED BY: GENERAL SERVICES AGENCY
TELEPHONE NO.: (671) 475-1707 FAX NO.: (671) 475-1727

INSTRUCTIONS TO INTERESTED OFFERORS

- 1. REQUESTS FOR PROPOSAL.** The OFFEEROR is required to read each and every page of the Request for Proposal (RFP) and by the act of submitting a written proposal shall be deemed to have accepted all conditions contained therein. In no case will failure to inspect constitute grounds for claim or for the withdrawal of an RFP after submission. Proposals shall be in writing, filled out in ink or typewritten and signed in ink. Erasures or other changes in a proposal must be explained or noted over the signature of the Offeror. Proposals containing any conditions, omissions, unexplained erasure or alterations or items not called for in the RFP, or irregularities of any kind may be rejected by the Department of Parks and Recreation as being incomplete.
- 2. GENERAL INTENTION.** Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and Conditions for the Offeror to provide the Department of Parks and Recreation with specified Services.
- 3. WITHDRAWAL OF PROPOSALS.** Proposals may be withdrawn on written request received from the Offeror(s) prior to the time fixed for submission. Negligence on the part of the Offeror in preparing the proposal confers no right for the withdrawal of the proposal after it has been submitted.
- 4. OPENING OF PROPOSALS.** Proposals shall not be opened publicly, shall be opened in the presence of two or more procurement officials. Proposals and modifications shall be time-stamped upon receipt and held in a secure place until the established due date. After the date established for receipt of proposals, a Register of Proposal shall be prepared which shall include for all proposals the name of each Offeror, the number of modification received, if any, and a description sufficient to identify the supply, service, or construction item offered. The Register of Proposal shall be opened to public inspection only after award of the contract. Proposals and modifications shall be shown only to territory personnel having a legitimate interest in them.
- 5. STATEMENT OF EXPERIENCE & QUALIFICATION.** The Department of Parks and Recreation requires respondents to present satisfactory evidence that they have sufficient experience and are fully qualified. Include a written, verifiable statement of experience in providing and managing requested services.
- 6. NON-COLLUSION AFFIDAVIT.** Each firm submitting proposals for any portion of the work covered by the proposing documents shall execute an affidavit, in the form provided with the Proposal, to the effect that they have not colluded with any other person, firm or corporation in regard to any proposal submitted. Such affidavit shall be attached to the proposal. This affidavit applies to the submission of a proposal. *See RFP Submission Form D: Affidavit re Non-Collusion; AG Procurement Form 003.*

DEPARTMENT OF PARKS & RECREATION

7. **AMENDMENTS TO REQUEST FOR PROPOSAL.** The right is reserved as the interest of the Department of Parks and Recreation may require revising or amending the specifications prior to the date set for submission of proposals. Such revisions and amendments, if any, will be announced by an amendment or amendments to this Request for Proposal and shall be identified as such and shall require that firms acknowledge receipt of all amendments issued. The amendment shall refer to the portions of the Request for Proposal it amends. Amendments shall be sent to all prospective Offerors known to have received a Request for Proposal. Amendments shall be distributed within a reasonable time to allow prospective firms to consider the issue in preparing their proposals. If the time and date set for receipt of proposals will not permit such preparation, such time shall be increased to the extent possible in the amendment or, if necessary, by telegram or telephone and confirmed in the amendment.
8. **METHOD OF AWARD.** The Department of Parks and Recreation intends to review the Request for Proposal upon receipt. The proposal submitted will be the primary document for evaluation. The Department of Parks and Recreation reserves the right to select or reject any and all proposals submitted, to waive any minor informalities or irregularity in proposals received. It is the policy of the Department of Parks and Recreation to award proposals to Offerors duly authorized and licensed to conduct business in Guam.
9. **DISCLOSURE OF MAJOR SHAREHOLDERS.** As a condition of Offeror, any partnership, sole proprietorship or corporation doing business with the Department of Parks and Recreation shall submit an affidavit executed under oath that list the name and address of any person who holds more than ten percent (10%) 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 proposal. The affidavit shall contain the number of shares or the percentage of all assets of such person during the twelve (12) month period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the proposal for the Offeror and shall also contain the amounts of any such commission, gratuity or other compensation. The affidavit shall be open and available to public inspection and copying. See RFP Submission Form C: Affidavit re Disclosing Ownership (Major Shareholders) & Commissions; AG Procurement Form 002
10. **DETERMINATION OF RESPONSIBILITY OF OFFERORS.** The Department of Parks and Recreation reserves the right in securing from the Offeror information necessary to determine whether or not they are responsible, and to determine their responsibility in accordance with the "Standard for Determination of the most Qualified Offeror" section of the General Terms and Conditions.
11. **PRE-PROPOSAL CONFERENCES.** Pre-proposal conferences & site visit(s) will be permitted prior to the date established herein for submission of proposals. The conferences & site visit(s) will be conducted only to explain the procurement requirements for this Request for Proposal. The Authority will notify all Offerors of any substantive clarification provided in response to any inquiry. The Authority will extend the due date if such information significantly amends the solicitation or makes compliance with the original proposed due date impractical. When the Pre-Proposal Conferences is "**Mandatory**", this means the interested Offerors must have a representative in attendance on the date and time of the Pre-Proposal Conference in order to satisfy one (1) of the RFP's requirements in determining 'responsibility' towards being a Qualified Offeror. An Offeror will be disqualified if they did not attend the *Mandatory Pre-Proposal Conference*. It is not necessary to purchase the RFP packet before attending the Mandatory Pre-Proposal Conference.
12. **GENERAL INTENTION.** It is the declared and acknowledged intention and meaning that the Offeror provides the Department of Parks and Recreation with materials, supplies, or equipment completely assembled, and ready for use.

DEPARTMENT OF PARKS & RECREATION

13. **COMPETENCY OF OFFERORS.** Proposals will be considered only from such Offerors who, in the opinion of the Department of Parks and Recreation, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
14. **REQUEST FOR PROPOSAL FORMS.** A non-refundable fee of \$ 200.00 (U.S.) will be charged for each proposal package. All payments shall be by cash, certified check or money order and shall be made to the Treasurer of Guam.
15. **PROPOSAL ENVELOPE/COPIES.** Proposal envelope shall be sealed and marked with the Offeror's name and Request for Proposal Number. Original and three (3) copies of your proposal are required.
16. **FORM OF PROPOSAL.** All Proposals must be submitted in writing. It should include a listing of current and former business clients and a description of the type of work performed or is being performed. At a minimum, if the Offeror is an individual, the proposal should include a complete resume of the individual. If the Offeror is a firm, the proposal should include a resume of the firm's principal(s). The proposal shall also indicate any current or historical engagement or relationships with any public or private party that could potentially create a conflict of interest with the Department of Parks and Recreation, the Government of Guam or any of its agencies or Instrumentalities.
17. **MODIFICATION/ALTERATION.** After the receipt and opening of proposals at its option, DPR may conduct discussions with responsible Offerors who have submitted proposals reasonably considered to be selected for the award with the purpose of clarification to assure full understanding and responsiveness to the solicitation requirement. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision to proposals and such revisions shall be permitted after submission and prior to award for the purpose of obtaining best and final offers. However, please bear in mind that proposals should be submitted initially on your most favorable terms. In conducting discussions there shall be no disclosure of any information derived from proposals submitted by competing Offerors.
18. **MODIFICATION OR WITHDRAWAL OF PROPOSALS.** Proposals may be modified or withdrawn at any time prior to the conclusion of discussion.
19. **SELECTION OF BEST QUALIFIED OFFEROR.** After conclusion of validation of qualifications, evaluation, and discussion as provided in the section "Modification/Alteration", the Department of Parks and Recreation will select in the order of their respective qualification and evaluation ranking, no fewer than three acceptable proposals (or such lesser number if less than three acceptable proposals were received) deemed to be the best qualified to provide the required services.
20. **NEGOTIATION AND AWARD OF CONTRACT.** The Department of Parks and Recreation shall negotiate a contract with the best-qualified Offeror for the required services at compensation determined in writing to be fair and reasonable. Contract negotiations will be directed toward: (1) making certain that the Offeror has a clear understanding of the scope of work, specifically, the essential requirements involved in providing the required services (2) determining that the Offeror will make available the necessary personnel and facilities to perform the services within the required time; and (3) agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity, and nature of such services.
21. **SUCCESSFUL NEGOTIATION OF CONTRACT WITH BEST QUALIFIED OFFEROR.** If compensation, contract requirements, and contract documents can be agreed upon with the best-qualified Offeror, the contract will be awarded to the Offeror.

DEPARTMENT OF PARKS & RECREATION

22. **FAILURE TO NEGOTIATE CONTRACT WITH BEST QUALIFIED OFFEROR.** If compensation, contract requirements, or contract documents cannot be agreed upon with the best qualified Offeror, a written record stating the reasons therefore shall be placed in the file and the Department of Parks and Recreation will advise such Offeror of the termination of negotiations which shall be confirmed by written notice within three days. Upon failure to negotiate a contract with the best-qualified Offeror, the Department of Parks and Recreation will enter into negotiations with the next most qualified Offeror. If negotiations again fail, negotiations will be terminated as provided in this Section and commence with next most qualified Offeror.
23. **NOTICE OF AWARD.** The Department of Parks and Recreation will notify all Offerors of the status of the RFP and intent to award. Written notice of award will be public information and made a part of the contract file.
24. **FAILURE TO NEGOTIATE CONTRACT WITH OFFEROR INITIALLY SELECTED AS BEST QUALIFIED.** Should the Department of Parks and Recreation be unable to negotiate a contract with any of the Offerors initially selected as the best qualified Offeror, offers may be selected based on original, acceptable submissions in the order of their respective qualification ranking, and negotiations may continue in accordance with the procedures and process herein specified.
25. **INDEPENDENT CONTRACTOR:** The successful respondent shall operate its business as an independent contractor and shall discharge all of its duties as such. No act performed or representation made, whether oral or written by Contractor (successful Offeror) with respect to third parties shall be binding on DPR.
27. **EMPLOYMENT RESTRICTION:** If a contract for services is awarded to the Offeror, then the Offeror must warrant that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of the Contractor while on Department of Parks and Recreation property, with the exception of public highways. If any employee of the Contractor is providing services on property and is convicted subsequent to an award of a contract, then the Contractor warrants that it will notify the Department of Parks and Recreation of the Conviction, within twenty-four hours of the conviction, and will immediately remove such convicted person from providing services on DPR property. If the Contractor is found to be in violation of any of the provisions of this paragraph, then the Department of Parks and Recreation will give notice to the Contractor to take corrective action. The Contractor shall take corrective action within twenty-four hours of notice from DPR, and the Contractor shall notify DPR when action has been taken. If the Contractor fails to take corrective steps within twenty-four hours of notice from the DPR, then DPR in its sole discretion may suspend temporarily any contract for services until corrective action has been taken. [5 GCA § 5253(c)]
28. **INDEMNITY:** Contractor agrees to indemnify and hold harmless DPR and its officers and employees from any claim, damage, liability, injury, expense or loss, including defense costs and attorney's fees, arising out of Contractor's duties under this agreement resulting from Contractor's negligence, save and except those caused by the negligence on the part of DPR.
29. **CONTRACTOR PROVIDED INSURANCE:** The Contractor and subcontractors of all tiers shall procure and maintain the following types and amounts of insurance, if applicable as determined by the DPR, during the entire term of the Agreement:

DEPARTMENT OF PARKS & RECREATION

a) **PROPERTY INSURANCE:** Property or Builders All Risk insurance providing coverage for all risks of direct physical loss or damage, including flood, earthquake, and windstorm, to raw materials, work in progress, components, and completed construction throughout the job site and at temporary storage and prefabrication sites. The amount of coverage shall be not less than the total of the full replacement value of raw materials, components, work in process, and completed construction. Deductibles if any shall be approved by the Owner. The policy shall be endorsed to include the Owner as an additional insured as its respective interests may appear at the time of loss.

b) **LIABILITY INSURANCE:** Commercial General Liability insurance including coverage for bodily injury and property damage, contractual liability, products and completed operations, and, if necessary, Broad Form Property Damage and Explosion, Collapse and Underground coverage. Coverage shall be extended for three years following issuance of Notice of Completion. The limits of liability shall be not less than \$1,000,000 combined single limit of liability per accident and \$2,000,000 annual aggregate. Deductibles if any shall be approved by the Owner. The Department of Parks and Recreation, its Officers, agents, and employees shall be named as additional insured's as respects any claims arising out of the Project.

c) **AUTOMOBILE LIABILITY:** Commercial Auto Liability insurance for all owned and non-owned vehicles used in connection with the contract/agreement/project in an amount not less than \$1,000,000 combined single limit of liability. Deductibles if any shall be approved by the Owner. The Department of Parks and Recreation, its Officers, agents, and employees shall be named as additional insured as respects any claims arising out of the Project.

d) **WORKERS COMPENSATION:** Statutory Workers' Compensation and Employers Liability insurance.

e) **TRANSPORTATION INSURANCE:** If necessary, Transportation insurance providing "All Risk" coverage, including War Risk, for loss or damage to building materials and components from the point of shipment to the job site.

CANCELLATION: All policies shall contain an endorsement requiring insurers to provide the Owner with sixty (60) days prior written notice of cancellation, non-renewal, or reduction of coverage or limits.

CERTIFICATES: Contractor shall provide evidence of the required insurance on standard Accord forms or equivalent.

30. LOCAL PROCUREMENT PREFERENCE: All procurement of supplies and services shall be made from among businesses licensed to do business on Guam and that maintain an office or other facility on Guam. Reference Guam Code Annotated Section 5 GCA Chapter 5 Article 5008.

31. AFFIDAVIT RE NO GRATUITIES, KICKBACKS AND/OR FAVORS: The bidder, offeror or contractor represents that it will not violate the prohibition against gratuities and kickbacks and favors set forth (Gratuities and Kickbacks) in 5 GCA, Chapter 5, Article 11, Ethics in Public Contracting and Section 11.7 (Gratuities and Kickbacks and Favors) of the DOC Procurement Manual. [5 GCA § 5630(c); 2 GAR, Div. 4 §§ 11107(3) and 11107(4)(e)] See RFP Submission Form E: Affidavit re No Gratuities, Kickbacks and/or Favors (AG Procurement Form 004).

32. AFFIDAVIT RE ETHICAL STANDARDS: The bidder, offeror, or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA, Chapter 5, Article 11, and in Chapter 11 (Ethics in Public Contracting) of the Procurement Manual. [2 GAR, Div. 4 § 11103(b)] See RFP Submission Form E: Affidavit re Ethical Standards (AG Procurement Form 005).

DEPARTMENT OF PARKS & RECREATION

- 33. COVENANT AGAINST CONTINGENT FEES:** The prospective contractor represents as part of such contractor's bid or proposal that such contractor has/has not (Circle applicable word or words) retained any person or agency on a percentage, commission, or other contingent arrangement, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. See RFP Page 5, Item 9 for additional information. [5 GCA § 5631(c); 2 GAR, Div. 4 §§ 11108(a)(3), 11108(f), and 11108(h)] See *RFP Submission Form H: Affidavit Form RE Covenant Against Contingent Fees; AG Procurement Form 007*.
- 34. DECLARATION RE COMPLIANCE WITH U.S. DEPARTMENT OF LABOR WAGE DETERMINATION:** In accordance with 5 GCA §§ 5801, 5802 and 5211(b), as may be applicable, each offeror certifies that any of its employees whose purpose, in whole or in part, is the direct delivery of service contracted by the Department of Parks and Recreation shall be paid 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 Department of Parks and Recreation, including health and other similar benefits. See *RFP Submission Form G: Declaration RE Compliance with U.S. Department of Labor Wage Determination form (AG Procurement Form 006)*.

DEPARTMENT OF PARKS & RECREATION

RFP NO.: RFP/DPR-15-002

ATTACHMENT A

GENERAL TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL

1. **AUTHORITY.** This Request for Proposal (RFP) solicitation is issued subject to all the provisions of the Guam Procurement Act (Public Law 16-124). The RFP requires all parties involved in the preparation, negotiation, performance, or administration of contracts to act in good faith.

This RFP does not commit the Department of Parks and Recreation to award a contract or to pay any costs incurred in the preparation of a proposal in response to this RFP.

2. **EXPLANATION TO OFFERORS.** No oral explanation in regard to the meaning of any part of this RFP will be made, and no oral instructions will be given, before the award of the contract. Discrepancies, omissions, or doubts as to the meaning of the specification should be communicated in writing to the named contact individual of the requesting agency/department for interpretation. Questions about any part of this RFP should be communicated in writing to the General Services Agency office for interpretation. Offerors should act promptly and allow sufficient time for a written reply to reach them before the submission of their proposal. Interpretation, if required, shall be made in the form of an amendment to the RFP which will be forwarded to all Offerors and its receipt by the Offeror must be acknowledged.
3. **REJECTION OF PROPOSAL OFFER.** The Department of Parks and Recreation shall have the prerogative to reject any proposals in whole or in part if a determination is made that such rejection is in DPR's interest; or in the best interest of the Territory of Guam as provided for in the regulations 2 GAR, Div. 4 §3115(e)(2).
4. **TAXES.** Offerors are cautioned that they are subject to all relevant Guam taxes. Specific information on taxes may be obtained from the Director of the Guam Department of Revenue and Taxation.
5. **COVENANT AGAINST CONTINGENT FEES.** The Offeror warrants that it has not employed any person to solicit or secure any resultant contract upon agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give DPR the right to terminate the Offeror, or in its discretion, to deduct from the contract price or consideration any amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commission payable by Offerors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Offeror for the purpose of securing business.
6. **EQUAL EMPLOYMENT OPPORTUNITY.** DPR is an equal opportunity employer and provider. All Offerors agree to comply with the Government of Guam's EEO Policy, which includes not discriminating against any employee or applicant for employment because of race, creed, color or national origin. The Offeror will take affirmative action to secure that applicants are employed and that employees are treated equally during employment without regards to their race, creed, color or national origin.
7. **EMPLOYMENT RESTRICTION.** If a contract for services and/or construction is awarded to the offeror, then the service provider must warrant that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated

DEPARTMENT OF PARKS & RECREATION

or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore define, or who is listed on the Sex Offender Registry, shall provide services on behalf of the service provider while on Department of Parks and Recreation property, with the exception of public highways. If any employee of a service provider is providing services on DPR property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify DPR of the Conviction, within twenty-four hours of the conviction, and will immediately remove such convicted person from providing services on DPR property. If the service provider is found to be in violation of any of the provisions of this paragraph, then DPR will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four hours of notice from the Department of Parks and Recreation, and the service provider shall notify DPR when action has been taken. If the service provider fails to take corrective steps within twenty-four hours of notice from DPR, then DPR in its sole discretion may suspend temporarily any contract for services until corrective action has been taken.

8. **ASSIGNMENT.** Assignment will not be accepted without prior written approval from DPR.
9. **OWNERSHIP RIGHTS.** All documents and other incidental Consultant work or materials furnished hereunder shall be and remain the sole property of DPR, including all publication rights, copyright interests and other intellectual property. Offeror shall not sell or utilize in any way the work done by Offeror for services under this RFP to those outside of DPR without the expressed, written consent of DPR.
10. **SCOPE OF WORK MODIFICATIONS.** The Department of Parks and Recreation reserves the right to request changes to the staffing and/or scope of services contained in any of the proposals and to enter negotiations with any of the firms/teams regarding their submittal.
11. **NON - DISCRIMINATION.** Contractors shall not discriminate on the basis of race, color, national origin, sex, or physical disability in the performance of DPR contracts.
12. **TRADE SECRETS AND PROPRIETARY DATA.** Offerors may designate those portions of their proposals that contain trade secrets or proprietary data to be confidential.
14. **CANCELLATION OF RFP SOLICITATION:** Prior to the date deadline set for proposal offers, this solicitation maybe cancelled in whole or in part when the Director of Department of Parks and Recreation or his designee determines in writing that there are cogent and compelling reasons to believe that the cancellation of the solicitation is in the Department of Parks and Recreation best interest, in accordance with the Procurement Rules and Regulations; as provided for in the regulations 5 GCA §5225; 2 GAR, Div. 4 §3115(c).
15. **CONDITIONS FOR SUBMITTAL OF MULTIPLE PROPOSALS OR AN ALTERNATE PROPOSAL OFFER.** Each *RFP Submittal of the Proposal Offer* should contain only a single proposal offer that includes an original set and three (3) copies. The Department of Parks and Recreation will not accept multiple proposal offers that are considered to be different proposals, variations, and/or approaches within a single submittal packet. If an Offeror wish to submit more than one proposal offer that constitutes proposal variations; then the Offeror should submit each proposal variation separately and independently of each other. Each independent and separate Proposal Offer will be evaluated and rated separately; and each Proposal Offer must have its original set and three (3) copy set.
[2 GAR, Div. 4 §§ 3102 (d)]

DEPARTMENT OF PARKS & RECREATION

RFP NO.: RFP/DPR-15-002

ATTACHMENT B SPECIAL GENERAL PROVISIONS OFFEROR'S QUALIFICATIONS

1. EVALUATION AND SELECTION

The Department of Parks and Recreation will assemble a selection committee to determine whether the Offerors are considered to be responsible and responsive based on their written Technical Proposal. As such, Offerors should be very careful to comply with all sections of the Technical Proposal and completely supply all requested information and materials. The selection committee can waive minor irregularities as to form, but not as to substance. Only responsible and responsive Offerors will be evaluated by the selection committee on the Technical Proposals submitted and responses to Oral Interviews, if requested, and will be ranked by the selection committee based on the following 100 point criteria basis:

1. Specialized Experience and Technical Competence	060 Points
2. Description of Technical Approach and Management Plan	030 Points
3. Corporate Capability	<u>010 Points</u>
TOTAL: <u>100 Points</u>	

DPR anticipates making a single award to a qualified Offeror depending on criteria ranking and capability to perform the project in a timely manner.

If you have any questions regarding this RFP, please contact:

Mr. Jose Quinata
Chief Planner
Phone: 475-6283, Fax: 477-0997

2. AWARD

A fee for service and contract will be negotiated with the highest ranked, responsive, responsible Offeror. If a fee/contract cannot be successfully negotiated with the highest ranked Offeror, negotiations will begin with the next highest ranked Offeror and so on. Following successful negotiations, contracts will be approved and awarded. Notices to Proceed will then be issued.

All finalists may be required to participate in negotiations and to submit such price, technical or other revisions of their proposals as may result from negotiations. Accordingly, each initial proposal should be submitted on the most favorable terms.

DEPARTMENT OF PARKS & RECREATION

RFP NO.: RFP/DPR-15-002

ATTACHMENT C NOTIFICATION OF FEDERALLY FUNDED CIP PROJECT

“THIS PAGE IS INTENTIONALLY LEFT BLANK”

DEPARTMENT OF PARKS & RECREATION

RFP NO.: RFP/DPR-15-002

ATTACHMENT D FEDERAL REQUIREMENT FOR PROJECT SITE SIGNAGE

This Project Signage must be posted at the site before the project starts.

“THIS PAGE IS INTENTIONALLY LEFT BLANK”

DEPARTMENT OF PARKS & RECREATION

RFP NO.: RFP/DPR-15-002

ATTACHMENT E PROPOSAL REQUIREMENTS

PART I GENERAL REQUIREMENTS

Scope of Contract

The Department of Parks and Recreation (DPR) is requesting proposals from qualified individuals or firms for design and construction services for the new Department of Parks and Recreation's, Paseo Recreation Center in Hagatna.

I. Goals/Objectives

The Offeror is responsible to demolish and remove the existing dilapidated steel and concrete DPR Recreation Center which is currently unoccupied and poses a safety hazard for patrons and visitors of the Paseo De Susana Park; to provide a new recreational venue for our island residents and visitors, to augment and support the existing recreational resources available at the site; and to promote health and wellness through community recreational programs and activities.

II. Project Description

Assessment and design of new recreation center within existing footprint of existing center to accommodate multipurpose training/instructional rooms, locker & restrooms and office space. New design must meet ADA requirements as well as remain relatively consistent with the current design features of Paseo Baseball Stadium facility and surround land uses where possible.

The scope of work for this project involves design and construction services for the new Department of Parks and Recreation's Paseo Recreation Center in Hagatna. It also include but not limited to; assessment, evaluation, design and construction plus all other necessary and incidental works to complete the construction and ready for use. The design and construction must comply in accordance to all approving agency having jurisdiction and building code compliance.

III. SCOPE OF WORK

A. Task I – Site Surveys and Investigation.

Task I of the project will consist of investigative and evaluation services, which must be undertaken to adequately assess the existing condition of the site, and form the basis of subsequent design activities. The consultant will complete the work tasks to include but are not limited to the following:

1. Perform site investigation.
2. Collect/Obtain all relevant data for study:
 - a. Identification of existing recreational resources, activities and needs.
 - b. Assessment of natural features, urban design, open space and land use conditions.
 - c. Identification of overall architectural design theme or character.
3. The Consultant will provide the design narrative and shall describe the design approach, assumption and or basis of design and other supporting data.

DEPARTMENT OF PARKS & RECREATION

B. Task II – (Pre-Final Submittal) Prepare 35% Design Documents; Plans, Specifications & Estimate (PS&E) to be submitted after completion and approval of Task I.

Task II of the project will consist of 35% of PS&E design tasks necessary to produce contract documents necessary for the construction of the building. Design documents at this stage will consist of preliminary plans, specifications, engineering cost estimates, supporting documents, reports, surveys and investigations and other documents required. All drawings, plans and maps will be to proper scale.

The Consultant will prepare 35% design of the building which shall be developed with respect to the following issues:

1. Development of a layout plan of facility. Conceptual rendering should convey architectural-motif appropriate to the proposed uses. New structures shall have a compatible architectural design appearance, scale and vernacular as the existing, unless otherwise prohibitive by cost or approved by DPR.

a. Plans

1. Draft Title Sheet – Project Title, Vicinity map and listing of anticipated sheets.
2. Site Plan – Shows 3existing and planned property lines for the existing proposed structures and facilities and other features required for the complete illustration of the development.
3. Architectural Plans – Shows architectural design or conceptual rendering. Architectural concept shall match existing architectural concept unless otherwise prohibitive by cost or approved by DPR.
4. Indicate the proposed materials and finishes for the design.
5. Engineering Cost Estimate – The Consultant shall provide projected cost estimate applicable to all elements of the project.

b. Contract Documents.

C. Task III – Final Submittal PS&E – to be submitted after review and approval of Task II.

After review and approval of the pre-final PS& E, the Consultant shall make the necessary corrections and submit PS&E electronic CADD file, the original drawings in mylar sheets and PDF Files copies of all other documents.

IV. PROPOSED PLAN MUST BE IN ACCORDANCE WITH:

- a. Guam Building Law, Title XXXII, Government Code of Guam.
- b. Guam Environmental Protection Agency (GEPA)
- c. Department of Parks and Recreation Guidelines
- d. Flood Plain Management Ordinance
- e. Other applicable Guam Laws, Regulations and Guidelines

V. Completion Timeline:

The consultant will complete the project within the required contract time of completion of **one hundred and eighty (180) calendar days** from the date of acknowledgment of the Notice to Proceed (NTP).

DEPARTMENT OF PARKS & RECREATION

VI. Other Design-Build project criteria:

1. The Offeror shall provide engineering services:
 - a. Plans, Specifications and Estimates (PS&Es) at design phases 60% and Final. Each phase revision will address DPR's comments on the previous phase documents.
 - i. Coordinating the design and construction of the project with the DPR.
 - ii. Provide the resources to perform the construction, renovation, replacement and refurbishing of designated areas within the DPR facilities.
2. The offeror shall design, manage, construct, renovate and furnish to available budget:
3. The individual or firm must be professionally licensed on Guam and have extensive experience in design, project management, and construction (including renovation work) in similar projects.
 - A. Request for (As Built Plans) cannot be filled, as said plans were misplaced and the entities that produced them are inaccessible. Therefore, it will be incumbent upon the individual, partnership, corporation or joint venture, submitting a written or documented response to this subject RFP, to perform a thorough site investigation and assessment of existing conditions prior to submittal.
 - B. The Contractor must be responsible for the complete design and construction for the project. The Contractor must visit the site and must be responsible for having ascertained pertinent conditions such as location, accessibility, general character of the site and the extent of existing condition within or adjacent to the site. No extra compensation will be made due to any misunderstanding or error as regards to the site, the condition thereof, accessibility or the amount of kind of work to be performed.
 - C. The Contractor shall provide all management, supervision, engineering, quality control, labor, equipment, materials and supplies necessary to perform a design-build construction for the new DPR Paseo Recreation Center in Hagatna.
 - D. The Contractor shall be professionally responsible for the services performed under this contract. They should be responsive to all Government criteria, information, guidance, and review comments. All services shall be in full compliance with Federal and Local requirements.
 - E. The Contractor shall be responsible for re-wiring, sizing of wire and cable, circuit breaker and electrical panel upgrade to accommodate new electrical requirements of the new DPR Paseo Recreation Center in Hagatna.
 - F. The Contractor must also include in his proposal for assessment, repair and relocation of existing utilities to comply with safety standards and latest building codes.
 - G. All electrical works shall be under the supervision of a Master Electrician or a Professional Electrical Engineer.
 - H. The Contractor shall submit work schedule and schedule of values prior to commencing any activity. Provide a construction schedule highlighting the major project milestone and specific completion of each activity.
 - I. The contractor shall submit maintenance and response schedules including names of responsible key personnel and contact numbers for easy access in case of any emergencies, during the construction and during the warranty period of five (5) years.
 - J. Pre-installation conference: Contractor shall schedule and convene meeting during submittal review period and prior to installation of specified materials to review and coordinate work to be accomplished. Contractor, DPR, or Designated Representative and other subcontractors shall be present. Contractor shall notify applicable parties as least (7) days prior to time of meeting.

DEPARTMENT OF PARKS & RECREATION

- k. The RFP documents are intended to define existing conditions, certain required items, and design parameters to be included in the project. It is the Offeror's responsibility to complete the documents and construction in a manner consistent with the intent of the RFP documents.
4. Definitions and Responsibilities:
- A. Offeror: The individual, partnership, corporation, or joint venture submitting a written or documented response to this subject RFP.
- B. Owner: The Director of the Department of Parks and Recreation and/or his designated representative.
- C. Chief Planner (CP): The Director's representative who is responsible for administering contracts. He is also the authorized representative at the construction site. The CP is responsible for protecting DPR's interest in the execution of the construction contract work. His duties include surveillance of all construction work to assure compliance with the contract documents, interpretation of the contract documents, approval of changed work, approval of all submittals, samples, shop drawings, etc. He is also responsible for the review and approval of all technical documentation, specifications, and drawings submitted for this project.
- D. Contractor: The individual, partnership, corporation, or joint venture to whom DPR qualifies and awards the project or work. To differentiate between the Architect/Engineer (A/E) and Construction Contractor (C/C), designations are assigned as A/E and C/C, respectively.
- E. Design-Build (DB): The procurement by the Department of Parks and Recreation, under one contract, with one firm or joint venture (JV) for both design and construction services for a specific project.
- F. Design Build Contract: This term, as used herein, refers to the Contract(s) to perform the design and construction of the project.
- G. Design-Build Team (DBT): The DB team includes all J/V partners, consultants and sub-contractors to the one firm. The DB team shall provide Architectural and Engineering disciplines for the construction documents, and construction contractor capabilities for construction of the project.

PART II RFP AND SUBMITTAL REQUIREMENTS

I. SUBMITTAL FORMAT REQUIREMENTS.

The original and copies of the Submittal shall be indexed with tabs for each section and shall contain the following:

- A. Table of Contents
- B. Letter of Interest and Statement of Qualification
- C. The Proposal
- a. Specialized Experience and Technical Competence
 - b. Description of Technical Approach and Management Plans
 - c. Corporate Capability
 - d. GSA Standard Procurement Requirements

DEPARTMENT OF PARKS & RECREATION

D. Priced Offer for Negotiation

The Proposal shall address the evaluation criteria and submittal information identified in Section III: Technical Evaluation Criteria. The Proposal shall be presented in a clear, comprehensive and concise manner and shall be submitted in a complete package on behalf of the proposed team by the prime Offeror. DPR may make a final determination as to whether a proposal is acceptable or unacceptable solely on the basis of the proposal as submitted, and proceed with proposal evaluation without requesting further information from any Offerors.

The prime Offeror shall submit one (1) bound original Submittal and three (3) bound copies of each proposal, consisting of technical, contractual, and separate priced sections must be submitted including all addenda, if any. The Submittal should be provided in a box or envelope and the RFP Title and RFP Number shall be clearly printed on the outside of the box or envelope. Any and all sample documentation (reports of similar jobs, brochures, etc) that will assist towards offeror evaluation may be furnished with each proposal. The preparation and submission of a proposal will be by and at the expense of the Offeror.

II **SUBMITTAL FORMAT REQUIREMENTS (EXPANDED)**

A. Table of Contents

Provide sufficient detail so that the important elements of your proposal can be located readily.

B. Letter of Interest and Statement of Qualification

This should be a one- or two-page summary of your concept of the proposed work, your interest in submitting a proposal, difficulties anticipated in doing the work and the importance of this effort in relation to your overall program. It should provide DPR's technical reviewers with a perspective in studying the detailed proposal.

C. Proposal Contents

Prepare the technical proposal in conformance with the Technical Evaluation Criteria.

a. Specialized Experience and Technical Competence

b. Completed Standard Forms SF 330 for all A/E submissions

c. Construction Contractors

d. Corporate Project Experience - The Offeror shall demonstrate corporate experience with no more than three projects completed within the last five years by a Design Build contract and/or contract similar in size and scope to this project. In describing project design and construction experience, provide the following information (where applicable):

1. Project title, location and brief description including the building use (Recreational Facility) and contracting method (design-build, design-bid-construct, CM at risk etc),
2. Project owner and name and telephone number of owner's contact person.
3. Project Design Architect and Engineers (consultants if utilized) and name and telephone number of contact person(s). Note each firm and employee also proposed for this solicitation.
4. Project Prime Contractor and Major Subcontractors and name and telephone number of contact person(s). Note each firm and managing persons (project manager/superintendent/foreman as the case may be) also proposed for this solicitation.

DEPARTMENT OF PARKS & RECREATION

- D. Description of Technical Approach and Management Plan

III. TECHNICAL DISCUSSION OF APPROACHES

Technical/Management Approach - The Offeror shall demonstrate the following, relevant to the subject procurement.

- A. Project Delivery Philosophy - Include expectation statements concerning:
 - a. Elements for Successful Partnering: Communication, Commitment and Conflict Resolution.
 - b. Proposed Design Period Peer Review technical/administrative by DPR.
- B. Quality Assurance/Quality Control Plan
- C. Project Organizational Chart and Narrative - Include team members submitted under Project Personnel Experience above. Clearly describe the prime responsible firm (or firms if a J/V) and individuals as well as the roles and responsibilities of individuals proposed as consultants and sub-contractors. Provide a list of all consultants and all proposed major sub-contractors, including telephone number, address, and name of contact.
- D. The Offeror shall describe in a written narrative the plan for phasing the work so that the facility remains operational. The narrative will also detail how the contractor intends to prepare the site, disassemble, relocate, reassemble, and reactivate utility services to the facility within any specified time limits.
- E. Offeror shall clarify its intended uses of the portions of the site indicated to be available to the contractor elsewhere in this RFP for materials staging, temporary trailer offices, employee parking, and other activities as shown in the design solution material.
- F. Coordination of work with DPR officials to minimize disruption of facility operations.

IV. SCHEDULE

The progress schedule will be in a time scaled bar graph format. The horizontal axis will be scaled for time beginning with the Notice to Proceed and concluding with contract completion. The vertical axis will show the milestones and major portions of the contract work. All schedule items will show a start date and a completion date. The detailed schedule, will indicate specific tasks with dates for each step of the process including:

- A. Design Period: The design period, sub periods (i.e., first and second reviews, other meetings, internal QUALITY ASSURANCE /QUALITY CONTROL plan reviews, etc.).
- B. Construction Period: Mobilization; Demolition method and sequencing; Excavation; Structure Completion; Exterior finishing; Procurement and installation of equipment; Provisions for overtime or shift work; Timing of replacement or relocation of existing equipment; Site utilities, Tests and final inspection.
- C. General Project Delivery Schedule and Narrative - Show relationships between construction document development/completion (including required review activities) and construction activities for (at a minimum, utility relocation, removal, installation, commissioning, testing, turnover, and acceptance.
- D. The Offeror shall specify how much allowance has been made for bad weather in the schedule, the days of the week and the hours of construction operations during each phase of the work, and the percentage of contract completion that will be achieved at the end of each month of the contract.
- E. Short Schedules - The Offeror will provide a written commitment as to the time frame (number of calendar days after receipt of the notice to proceed) within which the Offeror will guarantee completion. The anticipated completion of this project (including design and construction of the entire project) is one hundred twenty (120) calendar days. Shorter schedules, if obtainable, may receive more favorable scoring.

DEPARTMENT OF PARKS & RECREATION

V. CORPORATE CAPABILITY

- i. Capability to perform:
 - a. Provide the Offeror's total bonding capacity, current available bonding capacity and expected available capacity in 2015.
 - b. Provide the Offeror's current workload and availability of adequate staff listed under Project Personnel Experience to manage the project. Include project schedules for current and pending projects, as well as the anticipated impact of this project on those schedules and staffing plans.
 - c. GSA Standard Procurement Requirements

You are advised that the **Affidavit of Disclosures** document should be completed and must accompany all proposals when submitted to GSA. Failure to provide the Affidavit or any other required information called for in this specification will place an Offeror's submittal in jeopardy of disqualification.

- ii. All applicable and current licenses shall be provided in the submittal
 - a. Business Licenses
 - b. Contractor License
 - c. Professional Engineering Licenses
 - d. Certificate of Authorization from the Guam PEALS Board (Where applicable)

VI. PROPOSAL PRICED OFFER FOR NEGOTIATION

Offerors are required to place the Proposal Priced Offer in a separate sealed envelope from the Proposal itself. The Proposal Priced Offers will not be opened until the technical proposals have been evaluated, ranked, and the best qualified Offeror has been notified. The Proposal Priced Offers may be evaluated by selected members of the evaluation committee, reviewed by group, and recorded on the evaluation summary sheets.

Discounts for prompt payment are not considered in determining the best qualified Offeror, but DPR should be made aware of any prompt payment discount terms offered. Prompt payment discounts may only be taken if payment is made within a specified time.

Proposal Priced Offer Format: The categories below are not exhaustive and additional specific descriptions are left to the Offeror to provide.

1. **A/Es:**
 - Direct Costs
 - Total number of hours at various hourly rates
 - Direct Expenses
 - Indirect Costs**
 - Supplies
 - Overhead
 - Profit

List any applicable Prompt Payment Discount Terms.
2. **Construction Contractors:**

The Proposal Priced Offer must provide sufficient detail and supporting documentation such that it can be used as a basis for negotiations to reach an equitable settlement for the total proposal amount. The Proposal Priced Offer shall include the following elements, as appropriate, considering the scope of work:

DEPARTMENT OF PARKS & RECREATION

- Cost breakdown by division of work (Construction Specification Institute [CSI] format - 1 through 16). Cost breakdown by labor, material, equipment and lower-tier SUB-CONTRACTOR.
 - Labor (including description, labor rates, quantities, production rates and work hours and any necessary labor markups).
 - Material (including description, quantities and unit rates for both permanent and expendable materials).
 - Equipment (including description, quantity, unit rates and duration for owned or rented equipment).
 - Lower-tier Sub-contractor's proposal(s) shall include a breakdown by labor, material and equipment with sufficient detail to support the breakdown. Proposal must clearly indicate scope of the lower-tier's work. SUB-CONTRACTOR shall ensure the accuracy of lower-tier Sub-contractor's proposal(s) prior to submission to CONTRACTOR.

PART III TECHNICAL EVALUATION CRITERIA

Definitions

Your technical proposal should be as specific and complete as possible. The technical merits of each proposal will be carefully evaluated in terms of the requirements and in relation to the criteria, which are provided in this section. You are advised that primary consideration will be given to technical factors, rather than cost or price. Failure to provide any information called for within this specification will place an Offeror's submittal in jeopardy of disqualification.

All submittals will be evaluated by an Evaluation and Selection Panel ("Panel"), which will be responsible for ranking of the Offerors. The Panel shall be selected by the DPR's Director in preparation for the RFP evaluation. The criteria outlined below will be used in evaluating the submittals and determining the best qualified Offeror. A total of 100 points (excluding a potential discussion) has been assigned to the Evaluation Criteria; maximum points follow each criterion listed. The points indicate relative weight or importance given to each criterion. Evaluators will use the points to score each proposal. Each evaluator will put the scores in rank order, with the highest scored Offeror 1st, the second-highest scored 2nd, etc. This ranking will then be totaled. From the ranking, the Panel intends to select the best qualified Offeror and begin negotiations.

The Panel may determine that the ranking is close and discussion with the top ranked firm is necessary. Discussions will have maximum of 10 points. The number of Offerors to participate in discussions, if any, will be determined by the Panel based on the recommendation of the Panel. The Panel will notify the finalists, in writing, of the criteria to be used for the discussion.

PART IV AWARD RANKING CRITERIA

The Offeror(s) will be awarded with reasonable promptness by written notice to the best qualified Offeror who meets the requirements and criteria set forth in this RFP. DPR reserves the sole right to determine the acceptability and ranking of proposals in any respect to meet DPR's needs with or without out numeric ranking in any of the qualifying evaluation factors. In the evaluation process, DPR will be considering the following factors:

I. Specialized Experience and Technical Competence: 60 Points (Total)

The Panel will evaluate the experience, technical competence and qualifications of the key personnel proposed for this project, their project specific roles and responsibilities and overall organization of the project team. For the purposes of this contract, key personnel shall include the project manager, project engineers (by discipline), and other staff expected to perform essential work. Emphasis will be placed on experience and expertise in performing work of similar scope and complexity.

DEPARTMENT OF PARKS & RECREATION

A. Corporate Project Experience - The Offeror shall demonstrate corporate experience with no more than three projects completed within the last five years by a Design Build contract and/or contract similar in size and scope to this project. Scoring will be more favorable if both criteria are met. Preferred experience levels are as follows:

a. Project Management / Project Managers (PM): Proposed PMs shall be experienced PROFESSIONAL ENGINEERS with experience in the following areas (20 points)

The level of experience of the proposed Project Manager shall be evaluated to determine their expertise and experience in managing numerous projects. Preference shall be given to a proposed Project Manager that has experience as Project Manager managing design contracts with estimated construction costs of at least \$2,000,000. The projects must demonstrate that the proposed Project Manager was responsible for managing the design services contract, including but not limited to: providing excellent management skills in dealing with contract issues; maintaining overall design budget and invoicing; managing task budgets, sub-consultants' budgets and changes to scope; monitoring and reporting on budget and schedule; managing and coordinating numerous sub-consultants; communicating and coordinating project activities between and among the Owner, consultant team, and numerous stakeholders; coordinating the quality and integration of timely design deliverables; managing the quality control for project deliverables and ensuring superior quality in the deliverables; and being the primary point of contact and communication between the Consultant's team and Owner.

b. Project Design Engineers (PDE): Proposed PDEs shall be experienced PROFESSIONAL ENGINEERS with experience in the following areas (20 points)

1. Experienced in developing engineering studies, evaluations, technical memos, reports and recommendations
2. Familiar with design standards and practices for all aspects of engineering in their respective disciplines (Recreation Center Design Standards)
3. Experienced in analysis of results, including input to models, final outputs and analysis of model results
4. Experienced in developing plans, specifications and estimates at design phases 30%, 60%, 90% and final submittals
5. Experienced in Quality Assurance/Quality Control ("QA/QC") and Value Engineering

c. Project Examples (Subject to verification by evaluation committee): The Panel will evaluate the project examples provided by each Offeror to determine the proposed team's experience with projects involving the specialized experience and technical expertise described under the previous criterion, including the amount of direct involvement on the part of the key personnel proposed for this contract. Preference in scoring will be given to examples of projects and to examples that demonstrate the Offeror's ability to deliver successful projects in an environment working within recreational institutions and the complexities of recreational facilities. Offeror shall submit no less than three (3) and no more than five (5) project examples. (20 points)

B. Offeror's Description of Technical Approach and Management Plan: (30 Points Total)

a. Quality of Technical Approach proposed for completion of work statement and objective (15 points)

- i. New ideas presented by the Offeror in proposal.
- ii. Ability to demonstrate innovative techniques to develop data in areas where such data are scarce
- iii. Demonstrated interest of the Offeror in the success, efficiency, and workability of correctional facilities during project implementation and after they are placed in operation

DEPARTMENT OF PARKS & RECREATION

- b. Project Planning and Scheduling (15 points)
 - i. Submittals meet and conform to the announced requirements of DPR in all material respects, including delivery schedules.
 - ii. Past performance in keeping costs within project budgets and design estimates

C. Corporate Capability: (10 points)

Offeror must demonstrate the availability of necessary financing, equipment, facilities, expertise, personnel and experience by providing satisfactory evidence of organization, capital, equipment, and machinery available for use on this Contract to complete the work to the satisfaction of DPR within the time limit stated on the proposal.

The Offeror shall have the capability to provide all drawings in both electronic and hard copy formats. All electronic CAD files shall be prepared in AutoCAD R2000i or a later release. Conversion from other CAD software such as MicroStation or Intergraph into AutoCAD is NOT acceptable. Documentation prepared by the engineers under these contracts may be used for either Design/Build acquisition strategies.

Evaluation Factors and Criteria:

A. Specialized Experience and Technical Competence (60 Points):		
Project Manager	.....	020
Project Design Engineers	.....	020
Project Examples	.....	020
B. Description of Technical Approach, and Management Plan (30 Points):		
Quality of Technical Approach	.....	015
Project Planning and Scheduling	.....	015
C. Corporate Capability (10 Points):	.....	010
Total:		<u>100 points</u>

Discussion – (When determined to be necessary; 10 points maximum)

1. The Panel may only conduct discussions if two or more Offerors are determined to be similar or identical in ranking. When the Panel determines that discussions are necessary, the discussions will be conducted with the involved Offerors.
2. Offerors will be notified in writing of the request and provided the date, place and time of the discussion. The discussion process will not include any Offeror presentation and no questions will be given in advance to prepare for the discussion. The Panel may choose to use different criteria for the discussion, in which case the Offerors will be so notified in writing.
3. Failure to participate in the **discussion process** shall result in an Offeror's disqualification from further consideration.

PART V GENERAL CONDITIONS AND COMMERCIAL TERMS

I. Preparation and Submission of Proposals

All submittals must strictly conform to the Request for Proposal and any addenda. The Offeror is responsible to read, understand, and comply with the terms and conditions set forth within this RFP. If the offeror takes exception to any part of this RFP, they must correspond with DPR's Procurement Manager stating their case within ten (10) working days prior to the RFP's submission date. Submittals may be disqualified if Offeror's terms and conditions conflict with DPR's terms and conditions. All Proposals shall remain the property of the Department of Parks and Recreation.

DEPARTMENT OF PARKS & RECREATION

Offerors are requested to submit proposals, which are complete and unambiguous without the need for additional explanation or information. DPR may make a final determination as to whether a proposal is acceptable or unacceptable solely on the basis of the proposal as submitted, and proceed with proposal evaluation without requesting further information from any Offerors. If DPR deems it otherwise desirable and in its best interest, DPR may, in its sole discretion, request from Offerors additional information clarifying or supplementing, but not basically changing any proposal as submitted. Additional information requested may be over the telephone or in individual meetings with selected Offerors to clarify and discuss their proposals. Failure by an Offeror to attend such requested meeting(s) shall be a cause of disqualification. All clarifications shall be documented by Offerors as addendum to the submittals.

A. RFP Forms (Standard Forms 330):

OFFEROR will submit his proposal on the required forms. The blank space must be filled in correctly for each line item, and for every RFP item for which quantity is required, including the quantity of zero. In the Priced Proposal, the OFFEROR must state the price, written in ink, for which he proposes to do each item of work called for. All papers bound with or attached to the proposal form are necessary parts thereof and must not be detached.

a. Examination of Work Site and RFP Documents:

A Mandatory pre-proposal site inspection will be conducted for all interested Offerors. Each Offeror will be given the opportunity to examine the Work Site to familiarize himself of all conditions and requirements for the execution of the proposed work. Ignorance on the part of OFFEROR of any part of the Request for Proposal will in no way relieve him of the obligations and responsibilities assumed under the Contract.

b. Interpretation of the Approximate Quantities:

Offeror's attention is called to the fact that any estimate of quantities of work to be done and materials to be furnished under the Contract as shown on Section I – General Requirements or elsewhere, is approximate only and not guaranteed. OWNER does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall OFFEROR plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work or other conditions pertaining thereto.

c. Familiarity with Laws:

OFFEROR is assumed to be familiar with Federal and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of OFFEROR will in no way relieve him from responsibility.

B. Clarification of Request for Proposal

Each Offeror must carefully examine the Request for Proposal and all addenda. If any Offeror (a) finds any discrepancies, omissions or ambiguities in the RFP documents, (b) is uncertain as to the intent or meaning of any provision of the Request for Proposal, or (c) has any question regarding the Request for Proposal, the Offeror must promptly notify DPR in writing no later than ten (10) working days prior to the submission date of this RFP:

Mr. Jose Quinata
Chief Planner
Phone: 475-6283, Fax: 477-0997

Replies to such notices may be made in the form of addenda, which will be issued simultaneously in writing to Offerors. DPR further reserves the right to respond to any and all inquiries to this RFP, as any amendments issued may impact the project completion schedule.

DEPARTMENT OF PARKS & RECREATION

C. Alternate proposals and RFP Inconsistencies

DPR reserves the right to withhold its approval of any or all alternates proposed by Offerors and to deny any or all requests for such approvals.

Any provisions in the Offeror's proposal which are inconsistent with the provisions of this Request for Proposal, unless expressly described as being exceptions or alternates are deemed waived by the Offerors. In the event the Contract is awarded to Offerors, any claim of inconsistency between the proposal and these RFP documents will be resolved in favor of these RFP documents unless otherwise agreed to in writing by DPR.

D. Modifications or Withdrawals of Proposals

DPR may modify any provision of the Request for Proposal at any time prior to the time specified for the submission of proposals. Such modifications may be made in the form of addenda, which will be issued simultaneously in writing to all Offerors.

Modification or Withdrawal of Proposals: Proposals may be modified or withdrawn by written notice received in the Procurement Office of GSA prior to the time and date set for the submission of proposals or submittals. There shall be no modifications or withdrawals after the submission date. Any proposals or submittals received after the time and date set for receipt of proposals or submittals is late. Any withdrawal or modification of a proposal or submittal received after the time and date set for submission is late. No late modification or withdrawal will be considered unless received before the date of submission.

Addenda: Any amendment, modification or addenda issued by OWNER, prior to the submission of the RFPs, for the purpose of changing the intent of the plans and Technical Specifications, clarifying the meaning of same, or changing any of the provisions of this RFP, shall be binding to the same extent as if written in the Specifications. Any addenda issued will be faxed to all OFFERORS. OFFEROR shall acknowledge receipt of same by his signature on one copy which is to be returned to OWNER. The other copy shall accompany the proposal or submittal. Acknowledgment may also be made in writing.

E. Award or Rejection of Proposals

Proposals will be opened privately.

Time for Acceptance: All submittals shall be valid for 60 days from date of RFP opening.

Cancellation of Solicitation: DPR reserves the right to cancel or to withdraw this RFP, to delay determination on this RFP, or to reject all submittals or any individual submittal in part at any time prior to the final award. In case of cancellation or rejection, all bonds (if any required) will be concurrently returned. The reasons for the cancellation, delay or rejection will be made a part of the project file and shall be available for public inspection.

When a solicitation is cancelled or rejected prior to final award, notice of cancellation or rejection shall be sent to all OFFERORS and all Performance Bonds (See Section 4.10) shall be returned.

Disqualification of OFFEROR: More than one proposal or submittal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that an OFFEROR is interested in more than one project for the same work will cause the rejection of all proposals or submittals in which such OFFERORS are believed to be interested. Any or all proposals or submittals will be rejected if there is reason to believe that collusion exists among OFFERORS and no participants in such collusion will be considered in future projects for the same work. Proposals or submittals in which the prices obviously are unbalanced will be rejected:

DEPARTMENT OF PARKS & RECREATION

a. Acceptance of Proposal contents:

The contents of the Proposal of the successful firm may become contractual obligations if a contract ensues. Failure of the successful firm to accept these obligations may result in a disqualification of the Proposal.

Escalator Clauses:

- A. Any Priced Proposal which is submitted subject to an open or unlimited escalator clause will be rejected.
- B. Priced Proposals without escalator clauses are desired, and the absence of such clauses will be a factor in the evaluation.
- C. Where a Priced Proposal contains a fixed limit of escalation, such Proposal will be evaluated on the basis of the sum of the base Proposal plus the maximum escalation.

F. Execution of the Contract

The Offeror to whom the Contract is awarded shall deliver to DPR all signed contract documents prior to performing any services on DPR's premises. A contract will be issued to the best qualified, responsible and responsive Offeror indicating commencement of the project.

Award of Contracts: The award of the Contracts, if they are awarded, will be to the best qualified, responsible and responsive OFFEROR. In no case will the award be made until all necessary investigations have been made into the responsibility of the OFFEROR, and DPR satisfied that the OFFEROR is qualified to do the work and have the necessary organization, capital, and equipment to carry out the provisions of the Contract to the satisfaction of DPR.

Execution of Contract: The individual, firm or corporation to which this Contract has been awarded shall sign the necessary agreement entering into Contract with DPR, and return them to DPR within two (2) days. The Contractor will carry out this assignment under the direction and control of the Director of the Department of Parks and Recreation or his designee(s).

Completion Date: OFFEROR shall realize that satisfactory completion of this work within the period shown on the Contract form is a critical requirement. Failure to do so may cause the imposition of liquidated damages as specified therein.

Failure to Execute Contract: Failure on the part of OFFEROR to execute the Contract as required will be just cause for the annulment of the award. The award may then be made to the next most qualified, responsible and responsive OFFEROR or re-advertised, as DPR may elect.

G. Limitations

This RFP does not commit DPR to award a contract, to pay any costs incurred in the preparation of an offer under this request, or to procure a contract for services. DPR reserves the right to reject any and all proposals received under this request, to negotiate with all qualified sources, or to cancel the whole or any part of this RFP at any time.

H. Signature

The proposals shall be signed by an official authorized to contractually bind the Offeror. The proposal shall also provide the following information:

1. Name, Title, Address, Telephone and Facsimile Numbers of the individual(s) with authority to negotiate and contractually bind the Offeror and who may be contacted during the period of proposal evaluation and contract negotiation. For this RFP, the proposal must remain valid for at least 60 days.

DEPARTMENT OF PARKS & RECREATION

2. Signature on Proposal: OFFEROR must sign his proposal correctly. If the proposal is made by an individual, firm or partnership, or a corporation, the person signing the proposal shall show the name and respective business address.

I. Term.

The term of this contract will expire upon completion of the services. The contract may be terminated by DPR at any time within 30 days upon written notification from DPR of the intent to terminate.

J. Bid and Performance Bond.

There is no bonding requirement for professional A/E services. However, there is a 100% Performance Bond requirement, which must be submitted when the Construction Contractor receives (C/C) the formal Notice to Proceed (NTP) to begin installation activities. The C/C shall submit the performance bond within fourteen (14) days after award notification. If the C/C is unable to do so, DPR may then terminate all negotiations with current C/C and then proceed to a bid advertisement for another qualified construction contractor.

Bond Required: Good and sufficient bonds, in the penal sum of 100% of the estimated amount of the Contract, with a surety company satisfactory to DPR, will be required from the Construction Contractors (C/C) guaranteeing that the Contract will be faithfully performed; that C/C will save DPR harmless on account of all claims for damages to persons, property or premises arising out of his operations prior to the acceptance of the finished work; and that he will promptly make payment to all persons supplying him labor, materials, supplies and services used directly or indirectly by the C/C in the prosecution of the work provided for in the Contract. In the event the surety company becomes unsatisfactory to DPR, it may, in its discretion, require from the C/C an additional or new bond in the same or lesser penal sum, satisfactory to it, and to be conditioned as above required. Upon failure to furnish such additional or new bond within fourteen (14) days from the date of written notice to do so, all payments under this Contract will be withheld until such additional bond is furnished.

K. *Invoicing And Payment Terms & Conditions*

All Invoices shall include supporting documents (i.e. timesheets, shipping invoices, consumable listings). All supporting documents must be reviewed and approved by DPR Project Manager (i.e., "Chief Planner") prior to invoice submittal for charges. All invoices will be paid in accordance with law. All invoices will be subject to a ten percent (10%) retention. The retention will be paid 60 days after the completion of the contract.

L. *Taxes*

Offerors are cautioned that they are subject to all relevant Guam taxes. Specific information on taxes may be obtained from the Director of the Guam Department of Revenue and Taxation.

M. Insurance

Indemnity and Hold Harmless Agreement: Contractor shall protect, defend, and hold DPR, its Directors, Officers, agents, and employees, harmless from any and all liabilities, losses, claims, judgments, fines or demands, including reasonable attorney's fees, arising out of any act or omission of the Contractor, its Directors, Officers, agents, employees, subcontractors, licensees, or invitees arising out of the performance of the Agreement, except for liabilities, losses, claims, judgments, fines or demands resulting solely from the sole negligence of the DPR.

Contractor Provided Insurance: The Contractor and subcontractors of all tiers shall procure and maintain the following types and amounts of insurance during the entire term of this Agreement.

DEPARTMENT OF PARKS & RECREATION

- **General Liability Insurance:** Commercial General Liability insurance including coverage for bodily injury and property damage, contractual liability, products and completed operations and, Broad Form Property Damage. The limits of liability shall be not less than \$1,000,000 combined single limit of liability per accident and \$2,000,000 annual aggregate. Deductibles, if any, shall be approved by the Department of Parks and Recreation. The Department of Parks and Recreation, its Directors, Officers, agents, and employees shall be named as additional insured's with respect to any claims arising out of the Project.
- **Professional Liability Insurance:** Professional Liability Insurance in an amount not less than \$3,000,000 combined single limit of liability per incident. Deductibles, if any, shall be approved by the Department of Parks and Recreation. Coverage shall be extended for three years following issuance of Notice of Completion. The policy shall contain an endorsement stating it provides coverage exclusively for the stated jobs only, and the Department of Parks and Recreation, its Directors, Officers, agents, and employees shall be named as additional insured's with respect to any claims arising out of the Project.
- **Automobile Liability:** Commercial Auto Liability insurance for all owned and non-owned vehicles used in connection with the Projects in an amount not less than \$1,000,000 combined single limit of liability. Deductibles if any shall be approved by the DPR. The Department of Parks and Recreation, its Directors, Officers, agents, and employees shall be named as additional insured's with respect to any claims arising out of the Project.
- **Workers Compensation:** Statutory Workers' Compensation and Employers Liability insurance.
- **Cancellation:** All policies shall contain an endorsement requiring insurers to provide the DPR with sixty (60) days prior written notice of cancellation, non-renewal, or reduction of coverage or limits.
- **Carriers:** All policies shall be provided by insurance carriers licensed to conduct business on Guam and having a rating of B or higher by the A. M. Best Company.
- **Certificates:** Contractor shall provide evidence of the required insurance on standard Accord forms or equivalent.
- **Exceptions:** Exceptions to any of the above requirements may be made only by written authorization of the DPR.

DEPARTMENT OF PARKS & RECREATION

RFP/DPR-15-002 RFP SUBMISSION FORM A

COVERSHEET FOR SEALED PROPOSAL PACKET FROM OFFEROR

For each independent Proposal Offer submittal -- please copy and cut out the form below; fill-in your information; and tape it to your sealed Proposal Offer envelope (or box). There should only be one (1) coversheet (like the one below) when submitting your proposal offer that contains the original set and three (3) copy sets. The form below must be stamped received by the GSA Procurement Office on or before the deadline for submittals.

Sealed RFP Proposal Offer Submission

And a separately sealed envelope containing our Price Proposal; from interested offeror.

This packet contains one (1) Original Proposal Offer and three (3) Copy Sets;

Solicitation Number: **RFP No.: RFP/DPR-15-002**

RFP Title: **DESIGN-BUILD SERVICES FOR THE DEPARTMENT OF PARKS AND RECREATION PASEO RECREATION CENTER IN HAGATNA**

RFP Deadline Date: _____ & Time: _____

SEALED PROPOSAL FROM:

Name of Offeror: _____

Offeror's Address: _____

Receipt Registration

Received By: GSA Procurement Office – General Service Agency, 148 South Marine Drive,
Piti, Guam 96915

NOTE:

- Part 1:** This form should be used as a cover for your 'Sealed Proposal Offer' which contains your proposal documents supporting your qualifying information and supporting documents; there should be 1 original and 3 copy sets.
- Part 2:** Contained within Part 1's packet should be another 'sealed envelope' containing the Proposer's Price Breakdown Certification. Part 2's envelope will not be opened unless you are the Highest Ranked Proposer or when the Highest Ranked Proposer has failed to successfully negotiate a contract agreement and you are the Next Highest Ranked Proposer.

DEPARTMENT OF PARKS & RECREATION

RFP No.: RFP/DPR-15-002

RFP SUBMISSION FORM B

OFFEROR QUESTIONNAIRE FORM

Name of Firms:

(List Joint Venture Team)

(or List A&E Firm & Contractor)

Physical Addresses:

Mail Addresses:

Telephone:

Facsimile:

Cell Phone:

E-Mail Address:

Year Firm Established:

Since:

Who will be the principal and alternate contacts with the Department of Parks and Recreation?

Principal:

1st Alternate:

2nd Alternate:

Consultants:

NOTE:

Place this cover form in front of the proposal and its supporting documentation as stated in the RFP's Attachment E (Proposal Requirements). Please attach professional resumes of the proposed principal and alternate contact person(s), including all relevant professional designations and the requirements for obtaining each one.

DEPARTMENT OF PARKS & RECREATION

RFP No.: RFP/DPR-15-002

RFP SUBMISSION FORM D

AFFIDAVIT re NON-COLLUSION

Government of Guam, AG Procurement Form 003 (Rev. Nov. 9, 2010)

CITY OF _____)

) ss

ISLAND OF GUAM)

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

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

2. The proposal for the solicitation identified above is genuine and not collusive or 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 proposal price of offeror or of any other offeror, or to fix any overhead, profit or cost element of said proposal price, or of that 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.

/s/ _____
Name (Print) & 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 _____, 20_____.

NOTARY PUBLIC

My Commission expires on _____, 20_____.

DEPARTMENT OF PARKS & RECREATION

RFP No.: RFP/DPR-15-002

RFP SUBMISSION FORM F

AFFIDAVIT re ETHICAL STANDARDS

Government of Guam, AG Procurement Form 005 (Rev. Nov. 9, 2010)

CITY OF _____)

) ss

ISLAND OF GUAM)

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

The affiant is _____ [state one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal. To the best of affiant's knowledge, neither affiant nor any officers, representatives, agents, subcontractors or employees of offeror have knowingly influenced any government of Guam employee to breach any of the ethical standards set forth in 5 GCA Chapter 5, Article 11. Further, affiant promises that neither he or she, nor any officer, reprehensive, 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) and as stated in the Procurement Manual Section 11.3.3.

Signature of one of the following:

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

Subscribed and sworn to before me

this _____ day of _____, 20__

NOTARY PUBLIC

My commission expires _____, _____.

DEPARTMENT OF PARKS & RECREATION

RFP No.: RFP/DPR-15-002

RFP SUBMISSION FORM G-1 (Instructions)

DECLARATION re COMPLIANCE WITH U.S. DEPARTMENT OF LABOR WAGE DETERMINATION
The instructions below supplement the Government of Guam, AG Procurement Form 006 (Rev. Nov. 9, 2010)

United States Department of Labor Wage and Hour Division Wage and Hour Division (WHD)

Form WH-347

"Payroll"

(Optional Payroll Submission Form)

This form may be used by contractors to submit certified weekly payrolls for contracts subject to the Davis-Bacon and related Acts.

If you're familiar with Adobe® Acrobat® Reader® and its use go ahead and get Wage Hour Form 347 (WH-347).

NOTE: The form is broken down into two files PDF and instructions.

If you need a little help to with the form, please follow these instructions:

1. Wage Hour Form 347 (WH-347) is only available electronically in PDF format. PDF documents and forms can be viewed with Adobe Acrobat Reader, a **free** utility available at <http://www.adobe.com/products/acrobat/readstep.html>.
2. Click on the link for the Wage Hour Form 347 (WH-347) and wait for it to load into the viewer.
3. To print, you may need to click on the printer icon within the Acrobat Reader instead of the browser's print feature.

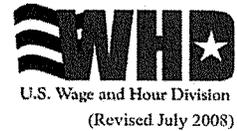
DEPARTMENT OF PARKS & RECREATION

RFP No.: RFP/DPR-15-002

RFP SUBMISSION FORM G-2 (Supplemental Information)

U.S. Department of Labor ◦ Wage & Hour Division ◦ Fact Sheet 1: For Construction Industry

U.S. Department of Labor
Wage and Hour Division



Fact Sheet #1: The Construction Industry Under the Fair Labor Standards Act (FLSA)

This fact sheet provides general information concerning the application of the FLSA to the construction industry.

Characteristics

Businesses involved in this industry are engaged in the activities of new construction or reconstruction. The repair or renovation of existing commercial and/or residential structures, as well as roadway and bridge construction, are also a part of this industry. The following work activities are included in the construction industry: painting, sandblasting, tuckpointing, roofing, guttering, spouting, water well drilling, installation of flooring and landscaping.

Coverage

A business in the construction industry must have two or more employees and have an annual gross sales volume of \$500,000 or more to be subject to the FLSA. Individual coverage applies to employees whose work regularly involves them in commerce between states ("interstate commerce"). Any person who works on or otherwise handles goods that are moving in interstate commerce or who works on the expansion of existing facilities of commerce is individually subject to the protection of the FLSA and the current minimum wage and overtime pay requirements, regardless of the sales volume of the employer. Other persons, such as guards, janitors, and maintenance employees who perform duties which are closely related and directly essential to such interstate activities are also covered by the FLSA.

Requirements

Employers who are covered under the FLSA must comply with the recordkeeping requirements of Regulations, 29 CFR Part 516.

Also, an employer must establish a workweek (7 consecutive 24-hour periods) and must pay overtime when hours worked exceed 40 in the workweek. The practice of paying overtime only after 80 hours in a bi-weekly pay period is illegal since each workweek must stand alone.

For non-exempt employees, covered employers must pay the Federal minimum wage and time and one half the regular rate of pay for time worked over 40 hours in a workweek. These businesses must also be aware of the potential for violations of the youth employment requirements of the FLSA. This is especially critical due to the dangerous nature of both the work performed and the tools used in this industry.

If the employer performs work on a federally financed project or a project in which the Federal government has provided assistance in financing the project, a different and somewhat stricter set of labor standards applies. Typically this would require that employees performing on such contracts be paid a "prevailing wage rate".

FS 1

DEPARTMENT OF PARKS & RECREATION

Youth Minimum Wage: The 1996 Amendments to the FLSA allow employers to pay a youth minimum wage of not less than \$4.25 an hour to employees who are under 20 years of age during the first 90 consecutive calendar days after initial employment by their employer. The law contains certain protections for employees that prohibit employers from displacing any employee in order to hire someone at the youth minimum wage.

Typical Problems

(1) Failure to record all hours actually worked to include time spent working before or after the shift. (2) Shorting of hours by using terms such as down time or rain delay. (3) Failure to compensate for meal breaks where the employee is not completely relieved of all duties to enjoy uninterrupted time for the meal. (4) "Banking" of overtime hours or payment of overtime in the form of "comp time". (5) Failure to combine the hours worked for overtime purposes by an employee in more than one job classification for the same employer within the same workweek. (6) Failure to segregate and pay overtime hours on a workweek basis when employees are paid on a bi-weekly or semi-monthly basis. (7) Failure to pay for travel from shop to work-site and back.

Some Other Pertinent Labor Laws: (1) The Immigration Reform and Control Act requires employers to complete and maintain I-9 forms to verify the employment eligibility of all individuals hired after November 6, 1986. (2) The Wage Garnishment Law limits the amount of an individual's income that may be garnished and prohibits firing an employee whose pay is garnished for a single debt. (3) The Employee Polygraph Protection Act prohibits most private employers from using any type of lie detector test either for pre-employment screening or during the course of employment. (4) The Family and Medical Leave Act requires covered employers to provide eligible employees up to 12 weeks of unpaid, job-protected leave each year for specified family and medical reasons. (5) The Davis-Bacon and Related Acts require payment of prevailing wages on federally funded or assisted construction projects.

Where to Obtain Additional Information

For additional information, visit our Wage and Hour Division Website: <http://www.wagehour.dol.gov> and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4USWAGE (1-866-487-9243).

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.

U.S. Department of Labor
Frances Perkins Building
200 Constitution Avenue, NW
Washington, DC 20210

1-866-4-USWAGE
TTY: 1-866-487-9243
Contact Us

DEPARTMENT OF PARKS & RECREATION

RFP No.: RFP/DPR-15-002 RFP SUBMISSION FORM G-3 (Supplemental Information)

U.S. Department of Labor • Wage & Hour Division • Fact Sheet 21: Recordkeeping

U.S. Department of Labor
Wage and Hour Division



Fact Sheet #21: Recordkeeping Requirements under the Fair Labor Standards Act (FLSA)

This fact sheet provides a summary of the FLSA's recordkeeping regulations, [29 CFR Part 516](#).

Records To Be Kept By Employers

Highlights: The FLSA sets minimum wage, overtime pay, recordkeeping, and youth employment standards for employment subject to its provisions. Unless exempt, covered employees must be paid at least the minimum wage and not less than one and one-half times their regular rates of pay for overtime hours worked.

Posting: Employers must display an official poster outlining the provisions of the Act, available at no cost from local offices of the Wage and Hour Division and toll-free, by calling 1-866-4USWage (1-866-487-9243). This poster is also available electronically for downloading and printing at <http://www.dol.gov/oshbp/shrefa/poster/main.htm>.

What Records Are Required: Every covered employer must keep certain records for each non-exempt worker. The Act requires no particular form for the records, but does require that the records include certain identifying information about the employee and data about the hours worked and the wages earned. The law requires this information to be accurate. The following is a listing of the basic records that an employer must maintain:

1. Employee's full name and social security number.
2. Address, including zip code.
3. Birth date, if younger than 19.
4. Sex and occupation.
5. Time and day of week when employee's workweek begins.
6. Hours worked each day.
7. Total hours worked each workweek.
8. Basis on which employee's wages are paid (e.g., "\$9 per hour", "\$440 a week", "piecework")
9. Regular hourly pay rate.
10. Total daily or weekly straight-time earnings.
11. Total overtime earnings for the workweek.
12. All additions to or deductions from the employee's wages.
13. Total wages paid each pay period.
14. Date of payment and the pay period covered by the payment.

How Long Should Records Be Retained: Each employer shall preserve for at least three years payroll records, collective bargaining agreements, sales and purchase records. Records on which wage computations are based should be retained for two years, i.e., time cards and piece work tickets, wage rate tables, work and time schedules, and records of additions to or deductions from wages. These records must be open for inspection by the Division's representatives, who may ask the employer to make extensions, computations, or transcriptions. The records may be kept at the place of employment or in a central records office.

FS 21

What About Timekeeping: Employers may use any timekeeping method they choose. For example, they may use a time clock, have a timekeeper keep track of employee's work hours, or tell their workers to write their own times on the records. Any timekeeping plan is acceptable as long as it is complete and accurate.

The following is a sample timekeeping format employers may follow but are not required to do so:

DAY	DATE	IN	OUT	TOTAL HOURS
Sunday	6/3/07	-----	-----	-----
Monday	6/4/07	8:00am	12:02pm	
		1:00pm	5:03pm	8
Tuesday	6/5/07	7:57am	11:58am	
		1:00pm	5:00pm	8
Wednesday	6/6/07	8:02am	12:10pm	
		1:06pm	5:05pm	8
Thursday	6/7/07	-----	-----	-----
Friday	6/8/07	-----	-----	-----
Saturday	6/9/07	-----	-----	-----
Total Workweek Hours:				24

Employees on Fixed Schedules: Many employees work on a fixed schedule from which they seldom vary. The employer may keep a record showing the exact schedule of daily and weekly hours and merely indicate that the worker did follow the schedule. When a worker is on a job for a longer or shorter period of time than the schedule shows, the employer must record the number of hours the worker actually worked, on an exception basis.

Where to Obtain Additional Information

For additional information, visit our Wage and Hour Division Website: <http://www.wagehour.dol.gov> and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4USWAGE (1-866-487-9243).

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.

U.S. Department of Labor
Frances Perkins Building
200 Constitution Avenue, NW
Washington, DC 20210

1-866-4-USWAGE
TTY: 1-866-487-9243
[Contact Us](#)

DEPARTMENT OF PARKS & RECREATION

U.S. Department of Labor
Wage and Hour Division



Fact Sheet #21: Recordkeeping Requirements under the Fair Labor Standards Act (FLSA)

This fact sheet provides a summary of the FLSA's recordkeeping regulations, 29 CFR Part 516.

Records To Be Kept By Employers

Highlights: The FLSA sets minimum wage, overtime pay, recordkeeping, and youth employment standards for employment subject to its provisions. Unless exempt, covered employees must be paid at least the minimum wage and not less than one and one-half times their regular rates of pay for overtime hours worked.

Posting: Employers must display an official poster outlining the provisions of the Act, available at no cost from local offices of the Wage and Hour Division and toll-free, by calling 1-866-4USWage (1-866-487-9243). This poster is also available electronically for downloading and printing at <http://www.dol.gov/oshbp/sbrefa/poster/main.htm>.

What Records Are Required: Every covered employer must keep certain records for each non-exempt worker. The Act requires no particular form for the records, but does require that the records include certain identifying information about the employee and data about the hours worked and the wages earned. The law requires this information to be accurate. The following is a listing of the basic records that an employer must maintain:

1. Employee's full name and social security number.
2. Address, including zip code.
3. Birth date, if younger than 19.
4. Sex and occupation.
5. Time and day of week when employee's workweek begins.
6. Hours worked each day.
7. Total hours worked each workweek.
8. Basis on which employee's wages are paid (e.g., "\$9 per hour", "\$440 a week", "piecework")
9. Regular hourly pay rate.
10. Total daily or weekly straight-time earnings.
11. Total overtime earnings for the workweek.
12. All additions to or deductions from the employee's wages.
13. Total wages paid each pay period.
14. Date of payment and the pay period covered by the payment.

How Long Should Records Be Retained: Each employer shall preserve for at least three years payroll records, collective bargaining agreements, sales and purchase records. Records on which wage computations are based should be retained for two years, i.e., time cards and piece work tickets, wage rate tables, work and time schedules, and records of additions to or deductions from wages. These records must be open for inspection by the Division's representatives, who may ask the employer to make extensions, computations, or transcriptions. The records may be kept at the place of employment or in a central records office.

FS 21

What About Timekeeping: Employers may use any timekeeping method they choose. For example, they may use a time clock, have a timekeeper keep track of employee's work hours, or tell their workers to write their own times on the records. Any timekeeping plan is acceptable as long as it is complete and accurate.

The following is a sample timekeeping format employers may follow but are not required to do so:

DAY	DATE	IN	OUT	TOTAL HOURS
Sunday	6/3/07	-----	-----	-----
Monday	6/4/07	8:00am	12:02pm	
		1:00pm	5:03pm	8
Tuesday	6/5/07	7:57am	11:58am	
		1:00pm	5:00pm	8
Wednesday	6/6/07	8:02am	12:10pm	
		1:06pm	5:05pm	8
Thursday	6/7/07	-----	-----	-----
Friday	6/8/07	-----	-----	-----
Saturday	6/9/07	-----	-----	-----
Total Workweek Hours:				24

Employees on Fixed Schedules: Many employees work on a fixed schedule from which they seldom vary. The employer may keep a record showing the exact schedule of daily and weekly hours and merely indicate that the worker did follow the schedule. When a worker is on a job for a longer or shorter period of time than the schedule shows, the employer must record the number of hours the worker actually worked, on an exception basis.

Where to Obtain Additional Information

For additional information, visit our Wage and Hour Division Website: <http://www.wagehour.dol.gov> and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4USWAGE (1-866-487-9243).

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.

U.S. Department of Labor
Frances Perkins Building
200 Constitution Avenue, NW
Washington, DC 20210

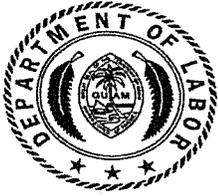
1-866-4-USWAGE
TTY: 1-866-487-9243
[Contact Us](#)

DEPARTMENT OF PARKS & RECREATION

RFP No.: RFP/DPR-15-002

RFP SUBMISSION FORM G-4 (Guam Department of Labor Assistance)

Application for Prevailing Wage Determination



GUAM DEPARTMENT OF LABOR Application for Prevailing Wage Determination

<u>Mail completed request form to:</u> Guam Department of Labor P.O. Box 9970 Tamuning, GU 96931		<u>Fax to:</u> (671)475-8029		<u>Hand Deliver to:</u> 4th Floor G.C.I.C. Building, Hagatna, GU 96910									
Requestor and Employer Name (Full Name of Organization):													
Requestor:			Employer:										
Requestor Telephone No.		Requestor Fax No.		Requestor Mailing Address:									
JOB OPPORTUNITY													
Job Title:			Area of Intended Employment:										
Fully describe job duties, include supervisory duties where applicable.													
<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>													
State the MINIMUM education, training, and experience required for a worker to satisfactorily perform the job duties described.													
EDUCATION:		Specify college degree and major field of study requirements:		EXPERIENCE in job offered and/or related occupation:									
High School:	College:	Type of Training:		Specify related occupation:									
		Years:	Months:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="padding: 5px;">In Job offered:</td> <td colspan="2" style="padding: 5px;">Related Occupation</td> </tr> <tr> <td style="padding: 5px;">Yrs.</td> <td style="padding: 5px;">Mos.</td> <td style="padding: 5px;">Yrs.</td> <td style="padding: 5px;">Mos.</td> </tr> </table>		In Job offered:		Related Occupation		Yrs.	Mos.	Yrs.	Mos.
In Job offered:		Related Occupation											
Yrs.	Mos.	Yrs.	Mos.										
Other special requirements (licenses, certificates, languages, etc.)				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;">Total Hours Per Week:</td> <td style="padding: 5px;">Work Schedule:</td> <td style="padding: 5px;">Visa Category:</td> </tr> </table>		Total Hours Per Week:	Work Schedule:	Visa Category:					
Total Hours Per Week:	Work Schedule:	Visa Category:											
<hr/> <hr/> <hr/>													
<i>Attach additional sheets as necessary. This form may be duplicated for its intended use.</i>													
<i>Federal Regulations require the State Workforce Agency (SWA) issue determinations within 14 business days of receipt, depending on the number of requests pending at the time of submission, except when a wage survey must be conducted to obtain prevailing wage statistical data, in which case the SWA must inform the applicant of the progress of the wage survey at forty-five (45) day intervals beginning with the date of receipt..</i>													

ALPCD – PWD 01 / G.M. Revised 4/2014

DEPARTMENT OF PARKS & RECREATION

RFP No.: RFP/DPR-15-002 RFP SUBMISSION FORM G-5 (US DOL W&HD Payroll Form)

Instructions for Completing Payroll Form WH-347

<p>U.S. Department of Labor Wage and Hour Division (WHD) Submission for Completing Payroll Form WH-347</p> <p>United States Department of Labor Wage and Hour Division Wage and Hour Division (WHD)</p> <p>Instructions for Completing Payroll Form WH-347</p> <p>WH-347 (2015) DOL Form WH-347, Form 05/2015</p> <p>General: This form is to be completed by the contractor or subcontractor responsible for the payment of Federal wage and hour obligations to employees and is to be submitted to the Department of Labor, Wage and Hour Division, upon the completion of the project. It is to be submitted to the Department of Labor, Wage and Hour Division, upon the completion of the project. It is to be submitted to the Department of Labor, Wage and Hour Division, upon the completion of the project.</p> <p>Section 1 - General Information: Provide the following information for the project: 1.1 Name of the contractor or subcontractor responsible for the payment of Federal wage and hour obligations to employees. 1.2 Name of the employer. 1.3 Name of the project. 1.4 Location of the project. 1.5 Start date of the project. 1.6 End date of the project. 1.7 Total number of employees. 1.8 Total number of hours worked. 1.9 Total amount of wages paid. 1.10 Total amount of benefits paid. 1.11 Total amount of taxes paid. 1.12 Total amount of other deductions paid.</p> <p>Section 2 - Payroll Information: Provide the following information for each employee: 2.1 Name of the employee. 2.2 Social Security Number (SSN). 2.3 Date of birth. 2.4 Date of hire. 2.5 Position title. 2.6 Rate of pay. 2.7 Hours worked. 2.8 Amount of wages paid. 2.9 Amount of benefits paid. 2.10 Amount of taxes paid. 2.11 Amount of other deductions paid.</p> <p>Section 3 - Compliance Information: Provide the following information: 3.1 Whether the contractor or subcontractor is a contractor or subcontractor. 3.2 Whether the contractor or subcontractor is a joint employer. 3.3 Whether the contractor or subcontractor is a subcontractor. 3.4 Whether the contractor or subcontractor is a subcontractor. 3.5 Whether the contractor or subcontractor is a subcontractor.</p>	<p>U.S. Department of Labor Wage and Hour Division (WHD) Submission for Completing Payroll Form WH-347</p> <p>Section 4 - Additional Information: Provide the following information: 4.1 Whether the contractor or subcontractor is a contractor or subcontractor. 4.2 Whether the contractor or subcontractor is a joint employer. 4.3 Whether the contractor or subcontractor is a subcontractor. 4.4 Whether the contractor or subcontractor is a subcontractor. 4.5 Whether the contractor or subcontractor is a subcontractor.</p> <p>Section 5 - Additional Information: Provide the following information: 5.1 Whether the contractor or subcontractor is a contractor or subcontractor. 5.2 Whether the contractor or subcontractor is a joint employer. 5.3 Whether the contractor or subcontractor is a subcontractor. 5.4 Whether the contractor or subcontractor is a subcontractor. 5.5 Whether the contractor or subcontractor is a subcontractor.</p> <p>Section 6 - Additional Information: Provide the following information: 6.1 Whether the contractor or subcontractor is a contractor or subcontractor. 6.2 Whether the contractor or subcontractor is a joint employer. 6.3 Whether the contractor or subcontractor is a subcontractor. 6.4 Whether the contractor or subcontractor is a subcontractor. 6.5 Whether the contractor or subcontractor is a subcontractor.</p> <p>Section 7 - Additional Information: Provide the following information: 7.1 Whether the contractor or subcontractor is a contractor or subcontractor. 7.2 Whether the contractor or subcontractor is a joint employer. 7.3 Whether the contractor or subcontractor is a subcontractor. 7.4 Whether the contractor or subcontractor is a subcontractor. 7.5 Whether the contractor or subcontractor is a subcontractor.</p>
---	--

DEPARTMENT OF PARKS & RECREATION

RFP No.: RFP/DPR-15-002 RFP SUBMISSION FORM I (Part 1)

MANDATORY ATTENDANCE OF RFP/DPR-15-002'S PRE-PROPOSAL CONFERENCE

Provide the requested information below regarding your representative who attended this Mandatory Pre-Proposal Conference on behalf of your company/firm.

REGISTRATION OF ATTENDEE REPRESENTATIVES

ACKNOWLEDGED BY GSA OFFICIAL

NAME OF COMPANY: _____

NAME: _____

REPRESENTATIVES: _____

TITLE: _____

RFP No.: RFP/DPR-15-002

RFP SUBMISSION FORM I (Part 2)

MANDATORY USE OF THIS FORM FOR SUBMITTING WRITTEN QUESTIONS AND/OR CLARIFICATIONS FOR RFP NO.: RFP/DPR-001-2015

Provide this form for each and every written request submitted for a 'Question to be Answered;' and/or a 'Clarification on Information Contained in this RFP.'

FROM: _____ DATE & TIME: _____

QUESTION NUMBER: _____ CLARIFICATION NUMBER: _____ SENT BY: _____
(Fax, E-Mail, or Hand Delivery)

Question OR Clarification:

ATTACHMENT PROVIDED? _____ *Describe below the attachment(s) provide that are related to the question or clarification.*

DEPARTMENT OF PARKS & RECREATION

RFP No.: RFP/DPR-15-002

RFP SUBMISSION FORM J

ACKNOWLEDGEMENT OF DISTRIBUTED MINUTES, CLARIFICATIONS, ANSWERS TO QUESTIONS, ADDENDUM (ADDENDA), OR AMENDMENTS

Instruction: *As minutes, clarifications, Answers to Questions, addendum, addenda, or amendment are issued and distributed, your company is asked to track these items and acknowledge receipt of all these items on this single form. To ensure that all interested proposers receive in a timely manner the items Procurement issues and distributes for this RFP, the Procurement Office will also ask for individual acknowledgement of such items as they are distributed independently.*

For your sealed proposal submission, your company is required to submit this form that summarizes acknowledgement of ALL distributed minutes, clarifications, answer to questions raised, addendum, addenda, or amendments for this RFP on this single sheet. Failure to submit this form may negatively contribute to your company's rating for "Responsibility".

RFP No.: RFP/DPR-15-002 (NO. P24-14)

ACKNOWLEDGEMENT RECEIPT FOR THE FOLLOWING CHANGES TO THE 'REQUEST FOR PROPOSAL' DOCUMENTS

<u>GSA NO.</u>	<u>GSA DATE</u>	<u>DOCUMENT TYPE</u> <i>(Clarification, Addendum, Addenda, Amendment)</i>	<u>SUMMARY OF CHANGES</u>	<u>PAGES</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Proposer's Acknowledgement Receipt Form

Name of Company: _____
Name of Principal: _____
Principal's Signature: _____
Date: _____

DEPARTMENT OF PARKS & RECREATION

RFP No.: RFP/DPR-15-002 RFP SUBMISSION FORM K

PART 2: Separately Sealed Price Proposal Form

SEALED PRICED PROPOSAL (OFFER) FOR DESIGN-BUILD CONSTRUCTION SERVICES:

A. Provide the architectural, engineering, and construction services needed to design-build and complete the new Paseo Recreation Center in Hagatna for the Department of Parks and Recreation.

Include the cost for bonding, permitting coordination, on-site supervision of construction work, and project turn over coordination until acceptance of 100% of the completed work. The contract agreement form provided in this RFP includes a 10% retention withholding clause that is not releasable until 60 calendar days after the substantial completion. This form will serve as a cover sheet to your detailed Cost Certification and Sealed Price Proposal portion of your RFP submission. Therefore, attach all your price related documents behind this sheet.

Architectural Services By: _____	\$	_____
Engineering Services By: _____	\$	_____
Structural Engineer: _____		
Electrical Engineer: _____		
Mechanical Engineer: _____		
Other Engineers: _____		
Inspector: _____	\$	_____
Estimated Completion of Design Phase: _____		
Construction Services By: _____		
Materials _____	\$	_____
Supplies _____	\$	_____
Equipment _____	\$	_____
Labor _____	\$	_____
_____	\$	_____
_____	\$	_____
Other Cost:		
Administrative & Legal _____	\$	_____
Performance Bond _____	\$	_____
Government Permits _____	\$	_____
Overhead & Profit _____	\$	_____
Project Insurance _____	\$	_____
_____	\$	_____

Estimate Completion for Construction: [] 120 Calendar Days [] 1 Year [] Other: _____

\$ _____

TOTAL SEALED PRICE PROPOSAL:

B. Proposal offered above is inclusive of all "Labor" needed for this project.

C. The "Labor" to be supplied for this 'Project' will be in compliance with all of the requirements established by the U.S. Department of Labor, Wage Determination Rates that will be in effect at the start of this project. Acknowledge this Compliance Requirement by signing the space provided:

Principal's Signature & Date

NOTICE: U.S. Executive Order 13658: Establishing a Minimum Wage for Contractors was signed on February 12, 2014. This requirement will become effective January 1, 2015; whereas, all contractors working on federally funded projects, must pay workers a minimum \$10.10 per hour. This executive order incorporates existing definitions, procedures, remedies, and enforcement processes under the Fair Labor Standards Act (FLSA), the Service Contract Act (SCA), and the Davis-Bacon Act (DBA).

D. Certification that the Sealed Proposal Price includes all the Scope of Work intended In this RFP.

Principal's Signature & Date

This TOTAL SEALED PRICE PROPOSAL is hereby offered by Offeror who has signed below and acknowledges that this offer shall remain in effect for 90 days after the proposal submittal deadline. This Sealed Price Proposal is hereby offered By:

(Print Principal's Name, Title, Signature, and Date)

DEPARTMENT OF PARKS & RECREATION

RFP No.: RFP/DPR-15-002

ONLY FOR RFP AWARDEE: PRE-CONTRACT SUBMITTAL FORM A

NOTICE: Any Construction Services Contract with a contract value of \$ 25,000 and MORE requires a 100% Performance Bond and a 100% Labor & Payment Bond (preferably from a Treasury Listed Surety) prior to signing the Contract.

PERFORMANCE BOND

BOND No. _____

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal, hereinafter called the Contractor, and (Surety), _____, a duly admitted insurer under the laws of the Territory of Guam, as Surety, hereinafter called the "Surety", are held firmly bound unto the Department of Parks and Recreation as Oblige in the amount of _____ Dollars (\$_____), for payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated, _____ 20____, entered into a contract with the Department of Parks and Recreation for (identify project by number and brief description) _____ in accordance with drawings and specifications prepared by (here insert full name and address or legal title of architect) _____ which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract then this obligation shall be null and void; otherwise it shall remain in full force and effect. The Surety hereby waives notice of an alternation or extension provided the same is within the scope of the Contract. Whenever Contractor shall be and is declared by the Department of Parks and Recreation to be in default under the Contract, the Department of Parks and Recreation having performed DPR obligations there under, the Surety may promptly remedy the default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or
2. Obtain a proposal or proposals for completing the Contract in accordance with its terms and conditions, and upon determination by the Department of Parks and Recreation and the Surety jointly of the lowest responsive, responsible offeror, arrange for a contract between such offeror and the Department of Parks and Recreation and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph shall mean the total amount payable by the Department of Parks and Recreation to the Contractor under the Contract and any amendments thereto, less the amount properly paid by the Department of Parks and Recreation to the Contractor. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Department of Parks and Recreation or successors of the Department of Parks and Recreation.

Signed and sealed this _____ day of _____, 20_____

(PRINCIPAL)
(SEAL)

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)
(Seal)

(MAJOR OFFICER OF SURETY)

(TITLE)

(TITLE)

By: _____
(RESIDENT GENERAL AGENT)

DEPARTMENT OF PARKS & RECREATION

RFP No.: RFP/DPR-15-002

ONLY FOR RFP AWARDEE: PRE-CONTRACT SUBMITTAL FORM B

NOTICE: Any Construction Services Contract with a contract value of \$ 25,000 and MORE requires a 100% Performance Bond and a 100% Labor & Payment Bond (preferably from a Treasury Listed Surety) prior to signing the Contract.

LABOR AND MATERIAL PAYMENT BOND

BOND NO. _____

KNOWN ALL MEN BY THESE PRESENTS that (insert full name and address or legal title of Contractor) as Principal, hereinafter called Principle, and (Bonding Company), a duly admitted insurer under laws of the Territory of Guam, as Surety, hereinafter called Surety, are held firmly bound unto the Guam Department of Parks and Recreation as Oblige, hereafter called DPR, for the use and benefit of claimants as herein below defined, in the amount of (Full Amount) Dollars (\$ _____) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____ 2015, entered into a contract with DPR for the (describe project and insert project number) in accordance with drawings and specifications prepared by (here insert full name and address or legal title of architect) which contract is by reference made a part hereof, and is hereafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payments to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.
2. The above-claimed Principal and Surety hereby jointly and severally agree with DPR that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. DPR shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, DPR, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be personally served or served by mailing the same by registered mail, certified mail, postage prepaid, in an envelope addressed to the Principal at any place the Principal maintains an office or conducts its business.

DEPARTMENT OF PARKS & RECREATION

- b) After the expiration of one (1) year following the date on which the last of the labor was performed or material was supplied by the party bringing suit.
 - c) Other than in a court of competent jurisdiction for the county or district in which the construction contract was to be performed.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of payment by Surety of mechanics liens which may be filed for record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this _____ day of _____, 20____.

(Principal)
(Seal)

(Witness)

(Title)

(Surety)

(Title)

(Bonding Company)

(Title)

(Resident General Agent)

DEPARTMENT OF PARKS & RECREATION

EXHIBIT A

PROJECT DESCRIPTION FOR DESIGN-BUILD SERVICES FOR DEPARTMENT OF PARKS AND RECREATION PASEO RECREATION CENTER IN HAGATNA

The Department of Parks and Recreation (DPR) is requesting proposals from qualified individuals or firms for design and construction services for the new Department of Parks and Recreation's, Paseo Recreation Center in Hagatna.

The Offeror is responsible to demolish and remove the existing dilapidated steel and concrete DPR Recreation Center which is currently unoccupied and poses a safety hazard for patrons and visitors of the Paseo De Susana Park; to provide a new recreational venue for our island residents and visitors, to augment and support the existing recreational resources available at the site; and to promote health and wellness through community recreational programs and activities.

Assessment and design of new recreation center within existing footprint of existing center to accommodate multipurpose training/instructional rooms, locker & restrooms and office space. New design must meet ADA requirements as well as remain relatively consistent with the current design features of Paseo Baseball Stadium facility and surround land uses where possible.

The scope of work for this project involves design and construction services for the new Department of Parks and Recreation's Paseo Recreation Center in Hagatna. It also include but not limited to; assessment, evaluation, design and construction plus all other necessary and incidental works to complete the construction and ready for use. The design and construction must comply in accordance to all approving agency having jurisdiction and building code compliance.

Therefore, the Department of Parks and Recreation seeks to enter into a **'single contract'** with a firm or joint venture team that can provide **'Design-Build Construction Services for the Paseo Recreation Center in Hagatna'**. The team must be able to implement the project "turn-key"; handling all the necessary design, engineering, materials, and construction services necessary to complete the project. The team is also expected to be responsible for its own construction oversight and management; and to turn over the site as a completed project.

Prior to any contract award, the RFP awardee must be able to present and submit their 100% *Performance Bond* and the 100% *Labor & Materials Payment Bond* before signing the contract. If the highest ranked/rated awardee fails to satisfy this requirement after 30 calendar days from receiving their notice of potential award; DPR will start negotiating with the next ranked and rated awardee. The contract terms includes a retention withholding clause that requires a 10% retention on each and every invoice earned until completion. After 60 calendar days from the completion of the project, the Contractor shall request in writing for the release of their retention funds after the warranty period.

Note that all interested Offerors must have the engineering and construction resources available to accomplish the project on time. Step 1: The RFP proposals received will be evaluated on the basis of the team's ability and resources (architects, engineers, construction managers, and construction workers) to establish a ranking list of potential awardees. Step 2: DPR will open the sealed priced proposal from the highest rated & ranked potential awardee only. A contract value negotiations meeting will be scheduled; and a contract awarded if the price is within DPR's budget. If a contract value within DPR's budget cannot be negotiated and finalized – then DPR reserves the rights to start negotiating with the next highest rated & ranked proposal. All expenses must be included in the final contract value. The Department of Parks and Recreation will not award separate contracts for *'Architectural & Engineering Services'* and the *'Construction Contractor.'* *More project information is provided in the following pages:*

DEPARTMENT OF PARKS & RECREATION

EXHIBIT B

General Requirements for Construction Services on Facility

1.0 Facility Hours of Operations and Policies

- 1.1 Smoking is prohibited on the facility throughout the duration of the contract.
- 1.2 The facility is a 24-hour, 7 day a week operation.
- 1.3 Normal working hours for the Contractor will be from 07:30 a.m. to 5:00 p.m. Work outside normal working hours shall require DPR Representatives approval. Request for such approval shall be made in writing.
- 1.4 Have at least one qualified supervisor capable of reading, writing, and conversing fluently in the English language on the job site during working hours.
- 1.5 At the Pre-Construction Conference, the DPR Representative, Contractor and major subcontractors shall participate in a preliminary meeting to discuss the proposed schedule and requirements of this section prior to submission of the project.
- 1.6 Schedule must be submitted to and accepted by DPR before the contractor will be allowed to start work.
- 1.7 Furnish a list of contact personnel of the Contractor and subcontractors including addresses and telephone numbers for use in the event of an emergency. As changes occur additional information becomes available, correct and change the information contained in previous lists.

2.0 Supplies and Debris

- 2.1 The Contractor shall be given a designated space for his dumpster (if required)
- 2.2 Oil painting materials (paint, brushes, empty paint cans, etc), and all flammable liquids shall be removed from the facility at quitting time. All painting materials and flammable liquids shall be stored outside in a suitable metal locker or box.
- 2.3 Accumulated of trays, paper, shavings, sawdust, boxes and other packing materials shall be removed from the facility at the close of each workday and such materials disposed of in the proper containers located away from the facility.
- 2.4 The storage of combustible supplies shall be a safe distance from structures.
- 2.5 Area outside the facility undergoing work shall be cleaned of trash, paper, and other discarded combustibles at the end of each workday.
- 2.6 Contractor shall maintain necessary safety measures when transporting construction debris from the work site to the dumpster.
- 2.7 Keep roads, walks, and entrances to ground, to parking, and to occupied areas of the building clear of construction materials, debris, and standing equipment and vehicles.

DEPARTMENT OF PARKS & RECREATION

3.0 Building Occupancy and Existing Facilities

- 3.1 The Contractor shall furnish and erect exterior construction fences and barricades where necessary to divert unauthorized traffic from the area to separate and protect the construction site from unauthorized entrance or activity.
- 3.2 The Contractor shall perform all work in or adjacent to occupied areas in such a manner as to insure:
 - a. The continuous and uninterrupted use of all occupied areas, including the applicable mechanical and electrical system serving these areas. The Contractor shall maintain, at all times, unobstructed access/passage through all roads and work areas for normal traffic (to include wheel chair, supply carts and personnel).
 - b. The protection of staff in occupied areas from the hazards of dust associated with a construction environment.
 - c. The occupied areas are kept clear, clean, and free of loose debris, construction materials and partially installed work, which would create a safety hazard or interfere with staff duties and traffic. The Contractor shall make every effort to keep dust and noise to a minimum at all times.
 - d. All exit routes, fire hydrants, access to standpipes and other fire safety access ways shall be kept available for use and adequately identified throughout the construction.
- 3.3 The Contractor shall protect existing utilities and maintain adequate storm drainage of the construction site. Temporary interruptions or shutdown of any utility or electrical/mechanical system shall be requested in writing at least two (2) weeks (14 calendar days) in advance prior to the desired time.
- 3.4 Existing facilities shall be protected from damage throughout the course of the contract. If the existing facilities are damaged in any way, the Contractor shall be responsible for restoring the damaged area to a like-new condition and to the satisfaction of the DPR Representative.
- 3.5 Except in areas to be cleared, do not remove, cut, or destroy any fence, or security mechanism without the DPR Representative's permission.

4.0 Construction and Safety

- 4.1 During the course of construction, other Contractors may be performing work concurrently with this contract. This work shall be closely coordinated with the DPR Representative to avoid or minimize interference.
- 4.2 The Contractor shall become thoroughly familiar with the requirements of the Contract Documents, as well as jobsite conditions and the work of separate contractors, and shall make any adjustments necessary to maintain tool control. Any item that may be used to cause bodily injury, which represents a general hazard to the safety and security of the facility shall be placed under control and maintained under strict supervision of the contractor's Tool Control Officer.
- 4.3 When starting work in the facility, Contractors shall require their personnel to familiarize themselves with the location of the nearest fire alarm boxes.
- 4.4 All portable electric devices (saws, sanders, compressors, extension cord, lights, etc.) shall be disconnected at the close of each workday.
- 4.5 Equipment shall be operated by designated qualified operators.

DEPARTMENT OF PARKS & RECREATION

5.0 Schedule

5.1 Schedule activity duration(s) shall be formulated with allowance for normal adverse weather conditions. Any activity duration which could be impacted by normal anticipated adverse weather (precipitation, wind, etc.) due to the time period which the Contractor has scheduled the work, shall include an adjustment to include the anticipated weather delay. The number of anticipated adverse weather delays allocated to an activity will be reflected in the activity's calendar. A lost workday, due to weather conditions, is defined as a day in which the contractor's workforce cannot work 50 percent or more of the day.

The Contractor shall immediately notify the DPR Representative when a lost day has occurred due to weather and the occurrence of adverse weather and resultant impact to the normally scheduled work. If the number of actual adverse weather delay days exceeds the number of days anticipated, the DPR Representative will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days and issue a modification in accordance with the contract clauses.

5.2 The Contractor shall submit work schedule and schedule of values prior to commencing any activity. Provide a construction schedule highlighting the major project milestone and specific completion of each activity.

6.0 Adjusting and Cleaning

6.1 Upon completion of installation, remove manufacturer's temporary labels and identification marks. Wash surfaces and remove foreign material. Leave installed hardware and work area in neat, orderly, clean condition.

6.2 Adjust and verify operation of each security hardware item to ensure for proper function after installation. Lubricate moving parts using lubricants recommended by hardware manufacturer. Replace hardware which cannot be adjusted to operate smooth and free as intended.

6.3 Obtain services of closer manufacturer to adjust and regulate all closers and inspect installation. Representative of closer manufacturer shall verify that installation is in accordance with factory recommendations. Adjust springs on closers to comply with opening force requirements specified in ADA Accessibility Guidelines.

6.4 Clean and touch up all factory finished surfaces to same standards as required for shop finishing using identical primers and paint or coating materials as recommended by hardware manufacturer.

6.5 Field finish exposed surfaces of all prime coated and galvanized hardware components in accordance with Painting section.

6.6 Provide access to job site by security hardware manufacturers authorize representative to perform final adjustment work.

6.7 Damaged or inoperable components shall be repaired or replaced, if required, at no additional cost to the DPR. Repairs shall be made to the satisfaction of the DPR or designated representative.

DEPARTMENT OF PARKS & RECREATION

EXHIBIT C Standard Construction Terms & Conditions

Standard Construction Terms and Conditions

GENERAL REQUIREMENTS

1.1 Time of Completion

Time is of essence for this contract. The Contractor shall commence work to provide 100% design of structural, civil, plumbing (if any) and electrical building permit drawings within 15 calendar days of receiving this Notice to Proceed. The Contractor shall commence work at the site no later than fifteen (15) days of receiving the Building Permit and shall complete all work required under this contract within **one hundred twenty (120) calendar days** of the Notice to Proceed. Allowance of calendar days for time loss due to inclement weather has been provided in this contract. If the work is carried out in the rainy season and the total number of non-working days for the tenure of contract, calculated from table below, exceeds the allowance indicated, adjustments will be made in the contract completion time.

MONTH	NUMBER OF NON-WORKING DAYS DUE TO INCLEMENT WEATHER
March	5
April	4
May	5
June	6
July	10
August	11
September	12
October	10
November	7
December	7
January	7
February	5

1.2 DRAWINGS AND SPECIFICATIONS

1.2.1 Contract Drawings

The Contractor will be provided a copy of site plan and general specifications. The Contractor shall be responsible for the production of all necessary hard copies.

1.2.2 Record Drawings

The Contractor shall maintain at the job site (2) sets of full size contract drawings, marking them in red to show all variations between construction actually provided and that indicated or specified in the contract documents. Where a choice of materials or methods is permitted herein or where variations in scope of character of work from that of the original contract are authorized, the

DEPARTMENT OF PARKS & RECREATION

EXHIBIT C (Continued) Standard Construction Terms & Conditions

drawings shall be marked to define the construction actually provided. The representation of such a change shall conform to standard drafting practice and shall include supplementary notes, legends, and details as necessary to clearly portray the as-built construction. Upon completion of work, both sets of mark-up drawings shall be delivered to the Contracts Administrator, and shall be subject to approval before acceptance. Drawings shall be updated daily.

1.3 LAYING OUT WORK

- a. Dimensions and elevations indicated in layout work shall be verified by the Contractor. Discrepancies between drawings, specifications, and existing conditions shall be referred to the Contracts Administrator in writing prior to submitting a bid during the solicitation. Failure to make such notifications shall place responsibility upon the Contractor to carry out work in satisfactory, workmanlike manner.
- b. The Contractor shall be held responsible for the location and elevation of all construction contemplated by the Construction Documents.
- c. Prior to commencing work, the Contractor shall carefully compare and check Architectural, Civil, Structural, Mechanical, Plumbing and Electrical drawings, each with the other, that in any way affect the locations or elevation of the work to be executed by the Contractor, and should any discrepancy be found, the Contractor shall immediately report the same to the Contracts Administrator for verification. Any duplication of work made necessary by failure or neglect on the Contractor's part to comply with this function shall be done at the Contractor's sole expense.
- d. The drawings accompanying these specifications indicate the general design and arrangement of all apparatus, fixtures, accessories, etc., necessary to complete the work required. The exact locations or arrangement of pipes, fittings, valves & appurtenances will be established by shop drawings and subject to minor changes necessitated by field conditions which shall be made as required without additional cost to the government. Measurements shall be verified by actual observations at the construction site, and the Contractor shall be responsible for all work fitting into place in satisfactory and workmanlike manner meeting the approval of the Contracts Administrator.

1.4 SAFETY REQUIREMENTS

1.4.1 Standards

Maintain project in accordance with the following safety and insurance standards:

1.4.2 Occupational Safety and Health Administration (OSHA)

The Contractor will be expected to comply with OSHA Standards. The OSHA Standards are subject to change and such changes may affect the contract. It is the Contractor's responsibility to know such changes and effective dates of changes.

1.4.3 Rules and Regulations

The Contractor shall comply with all federal and local laws.

1.4.4 Temporary Fencing

- a. The Contractor shall provide such safeguards and barricades around and in the vicinity of work as is necessary to prevent damage or injury to persons or property. Adequate warning lights shall be provided during the night to define the danger areas.
- b. The Contractor shall provide temporary fencing made of ¼" plywood panels painted white.

DEPARTMENT OF PARKS & RECREATION

EXHIBIT C (Continued) Standard Construction Terms & Conditions

c. The use of ribbon/surveyor's tape for marking construction zones is unacceptable and prohibited.

1.4.5 Accident Reporting

Notify the Contracts Administrator immediately by telephone of all accidents. Submit to OSHA Form 200 or other forms that contain the same information, within 24 hours, for fatalities, major accidents resulting in disabling injuries, or property damage/material losses over \$100,000 for each accident. Report within 6 days of each occupational injury or illness, lost time accident or property damage of \$1,000 or more resulting from job site accidents.

1.4.6 Safety Equipment

The Contractor shall be responsible for providing all safety equipment during the performance of this contract.

1.4.7 Unforeseen Hazardous Material

If material, that is not indicated on the drawings, is encountered that may be dangerous to human health upon disturbance during construction operations, stop that portion of work and notify the Contracts Administrator immediately. Intent is to identify materials such as PCB, lead paint, and friable and non-friable asbestos. Within 14 calendar days, the Government will determine if the material is hazardous. If the material is not hazardous or poses no danger, the Government will direct the Contractor to proceed without change. If the material is hazardous and handling of the material is necessary to accomplish the work, the Government will issue a modification pursuant to provisions of specifications Section 13280, Asbestos Abatement.

1.5 FIRE PREVENTION

The Contractor shall comply with all pertinent fire prevention provisions of the National Fire Protection Association and local Fire Department safety regulations. Gasoline shall be stored in U.L. or F.M. approved safety containers. Adequate ventilation shall be provided to safely dispose of flammable vapors where flammable liquids are utilized. Gasoline powered equipment shall be refueled outside buildings.

1.5.1 Protection for Open Flame Devices

- a. When open flame and/or spark producing devices, i.e., acetylene oxygen welding equipment, electric and welding, etc., is employed for job accomplishment, the following procedures are mandatory:
- b. Inspect all surrounding areas and equipment to ensure that combustible substances are not present in the construction area where contact of metal in a temperature above the flashpoint on any compound is possible.
- c. Ensure no open containers or spills of combustible substances are present at the construction site.
- d. Ensure ignition is not possible by conduction, convection, radiation, or dispersion of molten metal.
- e. Proper protective equipment and practices shall be used, i.e., fire resistant blankets, wetting of surrounding area, removal of combustible materials where practicable, earth filled backing, and portable fire extinguisher of proper type on hand.

1.6 INTEGRATING EXISTING WORK

- a. All existing improvements shall be protected from damage.

DEPARTMENT OF PARKS & RECREATION

EXHIBIT C (Continued) Standard Construction Terms & Conditions

- b. The Contractor's operation shall be confined to the immediate vicinity of the new work and shall not in any way interfere with or obstruct the ingress or egress to and from adjacent property.
- c. If new work is to be connected to existing work, special care shall be exercised not to disturb or damage the existing work more than necessary. All damaged work shall be replaced, repaired, and restored to its original conditions at no cost to the government.

1.7 PATCHING GOVERNMENT-OWNED FACILITIES

Government-owned structures, facilities, streets, curbs, walks, etc., that are damaged or removed due to required excavations or other construction work, shall be patched, repaired or replaced, to the satisfaction of the Contracts Administrator.

1.8 STANDARDS

1.8.1 Use Latest Revision

Any material specified by reference to the number, symbol or title or a specific standard such as Commercial Standard, Federal Specification, Trade Associating Standard, or other National Standard, shall comply with the requirements in the latest revision thereof, and any amendment or supplement thereto, in effect on the date of invitation for proposal, except as limited to type, class or grade, or modified in such reference, and except as otherwise, indicated.

1.8.2 Referenced Standard

The standard referred to, except as modified in the specifications, shall have full force and effect as though printed in this specification. Standards are not furnished to bidders/offerors for the reason that the manufacturers and traders involved are assumed to be familiar with their requirements.

- a. Where Federal Specification are referred to as a measure of quality and standard, they refer to Federal Specifications established by the Procurement Division of the United States Government and are available from Superintendent of Documents, U.S. Government Printing Office.
- b. Where Federal Specifications numbers used, they refer to the latest edition including amendments thereto.
- c. Where Commercial Standards are referred to as a measure of quality, standard, and method of fabrication, they refer to Commercial Standards, issued by the U.S. Department of Commerce.
- d. Where American Society for Testing and Materials (ASTM) Serial Numbers are used, they refer to the latest tentative specifications, standard specifications, standard methods, or standard method of testing issued by the American Society of Testing Materials.
- e. All American Society for Testing and Materials (ASTM), National Fire Protection Association (NFPA), Condensation Resistance Factor (CRF), Environmental Protection Agency (EPA) and other applicable standards, codes and regulations shall be for the current date regardless of the date references in various sections of this specification. The current date to be established is the request for proposal or project solicitation date.

1.9 CERTIFICATE OF CONFORMANCE

Except where test and/or inspections in connection with structural materials are specified or required by applicable laws, rules and regulations, manufacturer's certificate covering conformance with the requirements of the above mentioned Federal Specification and Commercial Standards may

DEPARTMENT OF PARKS & RECREATION

EXHIBIT C (Continued) Standard Construction Terms & Conditions

be accepted in lieu of test for such items. Such certificates shall be furnished to the Contracts Administrator for all items so specified.

1.10 STORAGE

Materials shall be stored so as to insure the preservation of their quality and fitness for the work. When considered necessary they shall be placed on wooden platforms or other hard, clean surfaces and not on the ground, and shall be placed under cover when directed. Stored materials shall be located so as to facilitate prompt inspection.

1.11 CONSTRUCTION SCHEDULE AND MATERIALS SUBMITTAL SCHEDULE

1.11.1 Construction Schedule

Within 15 calendar days after receipt of the Notice to Proceed, the Contractor shall prepare and submit to the Contracts Administrator for approval a progress flow chart (CPM) listing major items of work, their sequencing of events, submittal review, including critical and non-critical tasks, and phased construction with completion dates. The CPM shall be updated periodically and issued at each construction meeting, or as directed by the Contracts Administrator.

1.11.2 Materials Submittals

The Government is not responsible for any materials ordered or received prior to submittal approval by the Contracts Administrator. Submittals shall be submitted in four copies, unless otherwise stated, to the Contracts Administrator for approval.

1.11.3 Scheduling of Work

The Contractor shall be responsible for coordinating the construction work schedule, particularly work scheduled at night, well in advance with the respective school principals so as to minimize interruption of normal school operations.

1.12 DETECTION OF ASBESTOS-CONTAINING MATERIALS

In the event the Contractor encounters materials that contain asbestos, or are suspected of containing asbestos or hazardous materials on the job site, the Contracts Administrator shall be notified immediately for further instructions.

1.13 CONTRACTOR'S REPRESENTATIVE

The Contractor shall designate and assign an on-site construction representative to be present during the construction at all times in accordance with the contract clause entitled "Superintendence by the Contractor". The on-site Project Superintendent/Manager/Supervisor shall be authorized to make legally binding agreements and shall be fluent in the English language.

1.14 TYPHOONS AND EARTHQUAKES

1.14.1 Typhoon Provision

- a. Should warning of wind of tropical storm force or stronger (Typhoon Condition 3) be issued, the Contractor shall take every practicable precaution to minimize danger to persons, to the work, and to adjacent property. These precautions shall include, but be not limited to the removing all loose materials, tools and equipment from exposed location, and removing or securing other temporary work. Remove all construction fencing. Should conditions become normal, the Contractor shall reinstall all safety precautions and other temporary works at no additional cost to the government.

DEPARTMENT OF PARKS & RECREATION

EXHIBIT C (Continued) Standard Construction Terms & Conditions

- b. Wind load design criteria shall be based on 175 mph basic wind speed, exposure "D" category as calculated in accordance with the Uniform Building Code, latest edition.

1.14.2 Earthquake Provision

- a. All temporary work, loose materials, tools and equipment shall be maintained such that damage shall be minimized in the event of an earthquake.
- b. Structural design criteria shall be based on Seismic Zone 4 requirements as calculated in accordance with the Uniform Building Code, latest edition.

1.15 UTILITY SERVICES

The Contractor shall be responsible for supplying his own source of power and water if government utility is not available at the site.

1.16 FINAL INSPECTION

The Contractor shall request final inspection of the project no less than five (5) working days prior to his desired date of inspection.

1.17 TESTING.

Notwithstanding what is stated anywhere else in these specifications, all testing shall be done at the expense shall be done at the expense of the Contractor. All testing shall be done as directed by/under the supervision of the Contracts Administrator.

1.18 PROJECT SIGN.

1 Required – see RFP Attachment C: Federally required project signage sample.

1.19 SUBSTITUTION FOR MATERIALS SPECIFIED.

All materials and items of equipment furnished must meet the requirements of the plans and specifications as to quality, performance, suitability and appearance. Where materials and equipment are offered by the Contractor as similar or equivalent to the product of any particular manufacturer specified, approval of the Engineer must be obtained after execution of the Contract Agreement between the Contractor and the Owner. No approval of any nature will be granted during the bidding period, except for pre-qualification of alternate equipment when specified and no oral statement made by the Engineer or his representative shall be construed as granting approval.

1.20 APPRENTICESHIP.

The Contractor shall comply with the provisions of Labor Code Section 1777.5 concerning apprenticeship.

DEPARTMENT OF PARKS & RECREATION

EXHIBIT D

Purchase Order Contract Form (Sample)

BID CONTRACT FORM FOR DESIGN-BUILD CONSTRUCTION SERVICES

DEPARTMENT OF PARKS AND RECREATION (OWNER)

AND

NAME OF CONTRACTOR (DESIGN-BUILD CONSTRUCTION SERVICE PROVIDER)

For New Paseo Recreation Center in Hagatna:

PROVIDE DESIGN-BUILD CONSTRUCTION SERVICES FOR DEPARTMENT OF PARKS AND RECREATIONS PASEO RECREATION CENTER IN HAGATNA

This Agreement incorporates additional terms and conditions as set forth in the Request for Proposal (RFP/DPR-15-002) made and finalized (*on the day all authorized parties have signed this Agreement on the last page*), between the _____, whose address is _____, herein referred to as "OWNER" and _____, (a Guam Corporation duly licensed Contractor), whose physical address is _____; herein referred to as the "CONTRACTOR".

The Contractor will be responsible for satisfying the scope of work identified in **Section One**; following the terms and conditions of this (including, but not limited to, the bonding requirements of the construction performance) in accordance with the *Request for Proposal (RFP)*, hereinafter referred to as **RFP No.: RFP/DPR-15-002** and the proposal submitted by the CONTRACTOR; which has been accepted by the Owner (including negotiated terms, if any).

SECTION ONE [1]

DESCRIPTION OF WORK

The Contractor shall perform the following described work, in accordance with the plans and specifications attached (or contained in the RFP) and the proposal submitted by the Contractor (in accordance with the RFP Award) and dated **date here**. The plans, specifications, and communication as referred to herein are attached hereto and incorporated by reference.

The plans and specifications referred to are as follows:

1. Department of Parks and Recreation 'Request for Proposal' package: **RFP No.: RFP/DPR-15-002 Design and Build Services for New Paseo Recreation Center in Hagatna.**
2. The **Sealed Price Proposal** submitted by the CONTRACTOR signed and dated: **date here**; and
3. All other **Reference**
4. **Documentation** contained in the *Request for Proposal packet RFP No.: RFP/DPR-15-002*; including all negotiated Scope of Work and authorized changes in final RFP award; and the agreed upon final *Negotiated Contract Price*.

SECTION TWO [2]

STARTING AND COMPLETION DATES

1. The Contractor agrees to commence the work within **ten (10) calendar days** after receipt of this Agreement signed by the Director, Department of Parks and Recreation, and the issuance of the written "**Notice to Proceed**" (NTP), by Owner, with official date to commence the work affixed to the NTP. The Contractor shall commence said work thereafter diligently and continuously to completion, and in any and all events to complete **Design and Build Services for New Paseo Recreation Center In Hagatna**, within **one hundred and twenty (120) calendar days** after receipt of signed Agreement and written NTP. In no event shall the Contractor commence said work or place any materials on the site thereof prior to receipt of signed Agreement and issuance of written NTP from Owner. The Department of Parks and Recreation shall not be liable to the Contractor for any work performed prior to the approval of this Agreement by the name of signing authority and agency and issuance of written NTP by Owner. The Contractor hereby waives any and all claims for services performed in expectation of this Agreement prior to its approval by the Director, Department of Parks and Recreation and issuance of written NTP.

DEPARTMENT OF PARKS & RECREATION

SECTION THREE [3]

PRICE

Owner agrees to pay CONTRACTOR, for the work described in Design and Build Services for New Paseo Recreation Center In Hagatna, the total price of written dollar/cents amount here (\$ # here). Payment of this amount is subject to additions or deductions in accordance with the provisions of this Agreement and of the other documents to which the RFP is subject.

SECTION FOUR [4]

PROGRESSIVE PAYMENTS

Owner shall make progress payments to the Contractor, on the basis of applications for payment submitted to the Department of Parks and Recreation Chief Planner by the Contractor as the work progresses, and on the Chief Planner's certificate therefore as follows: Progress payments will be based upon work completed and materials in place as submitted by the Contractor on Standard AIA Document G702. Payments will be made upon invoices submitted by the Contractor and approved by the Department of Parks and Recreation, Chief Planner.

A ten percent (10%) retention fee will be withheld from each payment until **sixty (60) calendar days** after final completion and is payable in accordance with Section Five herein. Any work deleted will be credited as per submittal schedule. **Note: The withholding of a ten percent (10%) retention fee shall not apply to services identified and invoiced as Engineering or Other Professional Services.**

Progress payments may be withheld if;

- a) Work is found defective and not remedied,
- b) The Contractor does not make prompt and proper payments to subcontractors;
- c) The Contractor does not make prompt and proper payments for labors, materials, or equipment furnished to him;
- d) Claims or liens are filed on the job; or
- e) In the opinion of Chief Planner, the Contractor's work is not progressing satisfactorily.

SECTION FIVE [5]

FINAL PAYMENT

Owner shall make final payment to the Contractor within **sixty (60) calendar days** after the work is finally completed and the Contractor has delivered to Owner a complete release of all liens arising out of the Agreement herein, or satisfactory documenting evidence of full payment covering all labor, materials, and equipment for which a lien could be filed, or in the alternative a bond satisfactory to Owner indemnifying it against such liens.

SECTION SIX [6]

DESIGNATION OF CHIEF PLANNER

The Chief Planner for this project is _____ of the Department of Parks and Recreation. The duties and authority of the Chief Planner are as follows:

- a) **General Administration of RFP Contract Form:** The primary function of the Chief Planner is to provide the general administration of the Agreement. In performing these duties, he is the Owner's representative during the entire period of the Agreement.
- b) **Inspections, Opinions, and Progress Reports:** The Chief Planner shall keep familiar with the progress and quality of work by making periodic visits to the work site. He will make general determinations as to whether the work is proceeding in accordance with the Chief Planner. He will keep the Owner informed of such progress, and will use his best efforts to protect the Owner from defects and deficiencies in the work. He will not be responsible for the means of construction, or for the sequences, methods, and procedures used therein, or for the Contractor's failure to perform the work in accordance with the Chief Planner.
- c) **Access to Work Site for Inspections:** The Chief Planner shall be given free access to the work at all times during its preparation and progress. However, he is not required to make exhaustive or continuous on-site inspections to perform his duties of checking and reporting on work progress.
- d) **Interpretation of Agreement:** The Chief Planner will be the initial interpreter of the Agreement requirements, and make primary decisions on claims and disputes between the Contractor and Owner. The Chief Planner's decisions are subject to mediation and arbitration as provided in Section Thirteen herein.

DEPARTMENT OF PARKS & RECREATION

- e) **Rejection of Certificates:** The Chief Planner will determine the amounts owing to the Contractor as the work progresses, based on the Contractor's applications and his inspections and observations, and will issue certificates for progress payments and final payment in accordance with the terms herein.

SECTION SEVEN [7] EQUAL EMPLOYMENT OPPORTUNITY

The Contractor has received a copy of the Department of Parks and Recreation EEO Policy. The Contractor warrants that in neither the delivery of its services nor in its employment practices will it discriminate against any individual(s) on the basis of race, color, creed, national origin, sex, age, (except as permitted by law), disability, status as a special disabled Vietnam Veteran, status as a Veteran of the Vietnam Era or citizenship status (except as permitted by law) or any other status protected under the Department of Parks and Recreation EEO policy or by law and that it will comply in every respect with all provisions of federal and Guam law regarding this obligation. The Contractor agrees to indemnify and hold harmless the Department of Parks and Recreation, its agents, servants and employees from any and all claims arising out of any alleged failure on the part of the Contractor to honor this obligation.

SECTION EIGHT [8] EMPLOYMENT RESTRICTIONS

The Contractor warrants that no person in its employment who has been convicted of a sex offense under the provisions of 9 GCA Chapter 25 or of an offense defined in 9 GCA Chapter 28, Article 2, or who has been convicted of an offense with the same elements as heretofore define in any other jurisdiction, or who is listed on the Sex Offender Registry shall provide services on behalf of the Contractor while on Department of Parks and Recreation property. If any employee of the Contractor is providing services on Department of Parks and Recreation property and is convicted subsequent to an award of a contract, then the Contractor warrants that it will notify the Department of Parks and Recreation of the conviction within twenty-four (24) hours of the conviction, and will remove immediately such convicted person from providing services on government property. If the Contractor is found to be in violation of any of the provisions of this paragraph, then the Department of Parks and Recreation will give notice to the Contractor to take corrective action.

The Contractor shall take corrective action within twenty-four (24) hours of notice from the Department of Parks and Recreation, and the Contractor shall notify the Department of Parks and Recreation when action has been taken. If the Contractor fails to take corrective steps within twenty-four (24) hours of notice from the Department of Parks and Recreation, then the Department of Parks and Recreation in its sole discretion may suspend temporarily any contract for services until corrective action has been taken.

SECTION NINE [9] COMPLIANCE WITH U.S. DEPARTMENT OF LABOR (DOL) WAGE DETERMINATION

In accordance with 5GCA §§ 5801 and 5802, as may be applicable, Contractor certifies that any of its employees whose purpose, in whole or in part, is the direct delivery of services contracted by the Department of Parks and Recreation shall be paid 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 Department of Parks and Recreation, including health and other similar benefits as detailed in the Wage Determination issued and promulgated by the Department of Labor. The Wage Determination is attached herewith and shall be deemed a part of the Agreement.

In the event it is found by the Owner that any laborer or mechanic employed by the Contractor or any subcontractor directly on the site of the work covered by the Agreement has been or is being paid a rate of wages less than the rate of wages required by the Agreement to be paid as aforesaid, the Owner may, by written notice to the Contractor, terminate its right to proceed with the work or such part of the work as to which there has been a failure to pay said required wages and to prosecute the work to completion by contract or otherwise, and the Contractor and its sureties shall be liable to the Owner for any excess cost occasioned by the Owner thereby.

DEPARTMENT OF PARKS & RECREATION

SECTION TEN [10] RESPONSIBILITIES OF THE CONTRACTOR

The Contractor's duties and rights in connection with the Agreement are as follows:

- a) **Responsibility for the Supervision of Construction:** The Contractor shall be solely responsible for all construction under this Agreement, including the techniques, sequences, procedures, and means, and for coordination of all work. He shall supervise and direct the work to the best of this ability, and give it all the attention necessary for such proper supervision and direction.
- b) **Discipline and Employment:** The Contractor shall maintain at all times strict discipline among his employees, and he agrees not to employ for work on the project any persons unfit or without skill to perform the job for which he was employed.
- c) **Furnishing of Labor, Materials, etc.:** The Contractor shall provide and pay for all labor, materials, and equipment, including tools, machinery, and services necessary for the proper completion of work on the project in accordance with the Agreement.
- d) **Payment of Taxes, Procurement of Licenses and Permits:** The Contractor shall pay all taxes required by law in connection with work on the project in accordance with this Agreement and shall secure all licenses and permits necessary for completion of the work, paying the fees therefore.
- e) **Compliance with Construction Laws and Regulations:** The Contractor shall comply with all laws and ordinances, and the rules, regulations, or order of all public authorities relating to the performance of the work herein. If any of the Agreement documents are at variance therewith, it shall notify the Department of Parks and Recreation Chief Planner promptly on discovery of such variance.
- f) **Responsibility for Acts of Employees and Subcontractors:** The Contractor assumes full responsibility for the acts, or omissions of all its employees, and for those of all other persons doing work under any sub-Agreement.
- g) **Warranty of Fitness of Equipment and Materials:** The Contractor represents and warrants to Owner that all equipment and materials used in the work, and made a part of the structures thereon, or placed permanently in connection therewith, will be new unless otherwise specified in the Agreement documents, of good quality, free of defects, and in conformity with the Agreement documents. It is agreed that all equipment and materials not so in conformity are deemed defective.
- h) **Furnishing of Samples:** The Contractor agrees to furnish, at the Chief Planner's direction, all samples for his or her consideration and approval as to conformance with the specifications of the Agreement documents and the concepts of design called for therein.
- i) **Clean up:** The Contractor agrees to keep the work premises and adjoining ways free of waste materials and rubbish caused by its work or that of its subcontractors. It further agrees to remove all such waste materials and rubbish on termination of the project, together with all its tools, equipment, machinery, and surplus materials. It agrees, on terminating its work at the site, to conduct general clean-up operations, including the cleaning of all glass surfaces, walks, steps, interior and exterior floors, walls, fixtures, furniture and equipment.
- j) **Indemnity and Hold Harmless RFP Contract Form:** The Contractor shall protect, defend and hold Owner, its Directors, Officers, agents, employees, Chief Planner, and consultants, harmless from any and all liabilities, losses, claims, judgments, fines or demands, including reasonable attorney's fees, arising out of any act or omission of the Contractor, its Directors, Officers, agents, employees, subcontractors, licensees, or invitees arising out of the performance of the Agreement, except for liabilities, losses, claims, judgments, fines or demands resulting solely from the sole negligence of the Owner. The obligation of the Contractor under this Section shall not extend to the liability of the Architect, Construction Manager, Engineer, their agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, or (2) the giving or failure to give directions or instructions by the Architect, Construction Manager, their agents or employees, provided such giving or failure to give is the primary cause of the liabilities, losses, claims, judgments, or demands.
- k) **Safety Precautions and Programs:** The Contractor shall provide for and oversee all safety orders, precautions, and programs necessary to the reasonable safety of the work. In this connection, it shall take reasonable precautions for the safety of all work employees and other persons whom the work might affect, all work and materials incorporated in the project, and all property and improvements on the construction site and adjacent thereto, complying with all applicable laws, ordinance, rules, regulations and others. The Contractor shall cooperate with the Department of Parks and Recreation Chief Planner in all matters related to safety and report all work related injuries and safety related matters to him or her.

DEPARTMENT OF PARKS & RECREATION

SECTION ELEVEN [11] TIME OF THE ESSENCE; EXTENSION OF TIME

All times stated herein or in the Agreement documents are of the essence. The Agreement may be extended by a Change Order from the Chief Planner for such reasonable time as he or she may determine, when in his or her opinion the Contractor is delayed in work progress by "change orders", labor disputes, fire, prolonged transportation delays, injuries, bad weather, or other causes beyond the Contractor's control which justify the delay. See Section Twenty-Two for extension of time performance.

The Contractor shall complete the work hereunder within **one hundred twenty (120) calendar days** of the date herein or within such terms as may be extended by the Department of Parks and Recreation and should the Contractor fail to complete the work hereunder as specified. **Then the Contractor agrees to pay to the Department of Parks and Recreation, for each and every day of such delay beyond the time of completion of work, as specified below:**

CONTRACTOR Liquidated Damage Rate of written dollar/cents amount here (\$ # here) Per Day of Delay for Phase I of Project and Liquidated Damage Rate of written dollar/cents amount here (\$ # here) Per Day of Delay for Phase II of Project.
(In accordance with SECTION TWENTY-TWO [22] "Liquidated Damages" of this Agreement.)

SECTION TWELVE [12] SUBCONTRACTORS

The Contractor agrees to furnish the Chief Planner, prior to the execution of this Agreement, a list of names of subcontractors in addition to the list provided in the Contractor's proposal, if any, to whom it proposes to, award the principal portions of the work to be subcontracted by it. A Subcontractor, for the purposes of this Agreement, shall be a person with whom the Contractor has a direct Agreement for work at the project site. The Contractor agrees not to employ a Subcontractor to which the Owner reasonably objects. All contracts between the Contractor and subcontractors shall conform to the provisions of the Agreement documents, and shall incorporate in them relevant provisions of this Agreement.

SECTION THIRTEEN [13] DISPUTES

In accordance with Department of Parks and Recreation Procurement Regulations 9.4 et seq., all controversies between the Department of Parks and Recreation 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 Procurement Officer in writing, within sixty (60) working days after written request by the Contractor for a final decision concerning the controversy; provided however, that if the Procurement Officer does not issue a written decision within sixty (60) working 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.

SECTION FOURTEEN [14] CONTRACTOR PROVIDED INSURANCE

The Contractor and subcontractors of all tiers shall procure and maintain the following types and amounts of insurance during the entire term of this Agreement.

Liability Insurance: Commercial General Liability insurance including coverage for bodily injury and property damage, contractual liability, products and completed operations. Coverage shall be extended for one year following issuance of Notice of Completion. The limits of liability shall be not less than \$1,000,000 combined single limit of liability per accident and \$2,000,000 annual aggregate. Deductibles, if any, shall be approved by the Owner. The Department of Parks and Recreation, its Directors, Officers, agents, and employees shall be named as additional insured with respect to any claims arising out of the Project.

Automobile Liability: Commercial Auto Liability insurance for all owned and non-owned vehicles used in connection with the Project in an amount not less than \$1,000,000 combined single limit of liability. Deductibles, if any, shall be approved by the Owner. The Department of Parks and Recreation, its Directors, Officers, agents, and employees shall be named as additional insured with respect to any claims arising out of the Project.

DEPARTMENT OF PARKS & RECREATION

- Workers Compensation:** Statutory Workers' Compensation and Employers Liability insurance.
- Cancellation:** All policies shall contain an endorsement requiring insurers to provide the Owner with sixty (60) days prior written notice of cancellation, non-renewal, or reduction of coverage or limits.
- Certificates:** The Contractor shall provide evidence of the required insurance on standard Accord forms or equivalent

SECTION FIFTEEN [15] **CORRECTION OR REMOVAL OF DEFECTIVE WORK**

If required by Chief Planner prior to approval of final payment, the Contractor will promptly, without cost to Owner and as specified by Chief Planner either corrects any defective work, whether or not fabricated, installed or completed, or, if the work has been rejected by Chief Planner, remove it from the site and replace it with non-defective work. If the Contractor does not correct such defective work or remove and replace such rejected work within a reasonable time, all as specified in a written notice from Owner, Owner may have the deficiency corrected or the rejected work removed and replaced. The Contractor shall pay all direct or indirect costs of such correction or removal and replacement, including compensation for additional professional services, and an appropriate deductive change order shall be issued. The Contractor will also bear the expenses of making good all work of others destroyed or damaged by his correction, removal or replacement of his defective work.

SECTION SIXTEEN [16] **PERFORMANCE BOND**

A performance bond shall be furnished as security for the faithful performance of all obligations under the Agreement documents. This bond shall be in amounts at minimum equal to the Agreement price and in such form and with such sureties as are acceptable to Owner as per the Procurement Regulations. Prior to execution of the Agreement, the Contractor shall furnish to Owner evidence that the performance bond has been secured as required herein.

SECTION SEVENTEEN [17] **NON-ASSIGNABILITY**

The Contractor shall not assign or transfer this Agreement without first obtaining Owner's consent in writing.

SECTION EIGHTEEN [18] **SEVERABILITY**

The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

SECTION NINETEEN [19] **WAIVER**

No waiver of performance by either party shall be construed as or operate as a waiver of any subsequent default of any terms, covenants or conditions of this Agreement.

SECTION TWENTY [20] **NOTICES**

All notices, requests, demands and other communication shall be in writing and shall be deemed to have been duly given if delivered personally or mailed, by certified mail, return receipt as follows:

DEPARTMENT OF PARKS & RECREATION

OWNER
DEPARTMENT OF PAKS & RECREATON

OWNER'S PROJECT MANAGER
name and title

CONTRACTOR
Contractor:
Name of Principal:
Title:
Address:

Address:

Address:

Tel. No.: (671)
Fax No.: (671)
E-Mail Address:

Tel. No.: (671)
Fax No.: (671)
E-Mail Address:

Tel. No.: (671)
Fax No.: (671)
E-Mail Address:

SECTION TWENTY-ONE [21] **ENTIRE AGREEMENT MODIFICATION**

This Agreement constitutes the entire agreement of the parties and supersedes any and all prior or contemporaneous representations or agreements, whether written or oral, between the parties, and cannot be changed or modified unless in writing, signed by the parties.

SECTION TWENTY-TWO [22] **PART A - CONTRACT CLAUSES FOR CONSTRUCTION CONTRACTS ONLY**

A.1 VARIATIONS IN ESTIMATED QUANTITIES:

- (1) **Variations Requiring Adjustments:** Where the quantity of a pay item in this contract is an estimated quantity and where the actual quantity of such pay item varies more than 15% above or below the estimated quantity stated in this contract, an adjustment in the contract price shall be made upon demand of either party. The adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115% or below 85% of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Public Works or the head of the Purchasing Agency shall, upon receipt of a timely written request for an extension of time, prior to the date of final settlement of the contract, ascertain the facts and make such adjustment for extending the completion date as in the judgment of the Director of Public Works or the head of the Purchasing Agency the findings justified.
- (2) **Adjustments of Price:** Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract."

A.2 SUSPENSION OF WORK:

- (1) **Suspension for Convenience:** The Director of Public Works or the head of the Purchasing Agency may order the contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as the Director of Public Works or the head of the Purchasing Agency may determine to be appropriate for the convenience of the territory.
- (2) **Adjustment of Cost:** If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the Director of Public Works or the head of the Purchasing Agency in the administration of this contract, or by the failure of the Director of Public Works or the head of the Purchasing Agency to act within the time specified in this contract (or if no time is specified, within reasonable time), an adjustment shall be made for any increase in the cost of performance of this contract necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent:
 - (1) that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the contractor; or
 - (2) for which an adjustment is provided for or excluded under any other provision of this contract.

DEPARTMENT OF PARKS & RECREATION

- (3) **Time Restriction on Claim:** No claim under this clause shall be allowed:
- (a) for any costs incurred more than twenty (20) days before the contractor shall have notified the Director of Public Works or the head of the Purchasing Agency in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and
 - (b) unless the claim is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the contract.
- (4) **Adjustments of Price:** Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract"

A.3 DIFFERING SITE CONDITIONS:

- (1) **Notice:** The contractor shall promptly, and before such conditions are disturbed, notify the Director of Public Works or the head of a Purchasing Agency of:
- (a) subsurface or latent physical conditions at the site differing materially from those indicated in this contract; or
 - (b) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract.
- (2) **Adjustments of Price or Time for Performance:** After receipt of such notice, the Director of Public Works or the head of a Purchasing Agency shall promptly investigate the site, and if it is found that such conditions do materially so differ and cause an increase in the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an adjustment shall be made and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.
- (3) **Timeliness of Claim:** No claim of the contractor under this clause shall be allowed unless the contractor has given the notice required in this clause; provided, however, that the time prescribed therefore may be extended by the Director of Public Works or the head of a Purchasing Agency in writing.
- (4) **No Claim after Final Payment:** No claim by the contractor for an adjustment there under shall be allowed if asserted after final payment under this contract.
- (5) **Knowledge:** Nothing contained in this clause shall be grounds for an adjustment in compensation if the contractor had actual knowledge of the existence of such conditions prior to the submission of bids.

A.4 PRICE ADJUSTMENT:

- (1) **Price Adjustment Methods:** Any adjustment in contract price pursuant to clauses in this contract shall be made in one or more of the following ways:
- (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - (b) by unit prices specified in the contract or subsequently agreed upon;
 - (c) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract or subsequently agreed upon;
 - (d) in such other manner as the parties may mutually agree; or
 - (e) in the absence of an agreement between the parties, by a unilateral determination by the Director of Public Works or the head of the Purchasing Agency of costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the Director of Public Works or the head of the Purchasing Agency in accordance with generally accepted accounting principles and applicable sections under Chapter 7 (Cost Principles) of the Guam Procurement Regulations and subject to the provisions of Article 5, Chapter 5 of 5 GCA (Legal and Contractual Remedies) of the Guam Procurement Act.
- (2) **Submission of Cost or Pricing Date:** The contractor shall submit cost or pricing data for any price adjustments subject to the provisions of §3118 (Cost or Pricing Data) of the Guam Procurement Regulations."

DEPARTMENT OF PARKS & RECREATION

A.5 CLAIMS BASED ON THE DIRECTOR OF PUBLIC WORKS OR THE HEAD OF A PURCHASING AGENCY'S ACTIONS OR OMISSIONS:

- (1) **Notice of Claim:** If any action or omission on the part of the Director of Public Works or the head of the Purchasing Agency, or designee of such officer, requiring performance changes within the scope of the contract constitutes the basis for a claim by the contractor for additional compensation, damages, or an extension of time for completion, the contractor shall continue with performance of the contract in compliance with the directions or orders of such officials, but by so doing, the contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:
 - (a) the contractor shall have given written notice to the Director of Public Works, the head of the Purchasing Agency, or designee of such officer:
 - (1) prior to the commencement of the work involved, if at that time the contractor knows of the occurrence of such action or omission;
 - (2) within 30 days after the contractor knows of the occurrence of such action or omission, if the contractor did not have such knowledge prior to the commencement of the work; or
 - (3) within such further time as may be allowed by the Procurement Officer in writing.This notice shall state that the contractor regards the act or omission as a reason which may entitle the contractor to additional compensation, damages, or an extension of time. The Procurement Officer or designee of such officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Procurement Officer or designee of such officer.
 - (b) the notice required by Subparagraph (a) of this Paragraph describes as clearly as practicable at the time the reasons why the contractor believes that additional compensation, damages, or an extension of time may be remedies to which the contractor is entitled; and
 - (c) the contractor maintains and, upon request, makes available to the Procurement Officer within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.
- (2) **Limitations of Clause:** Nothing herein contained, however, shall excuse the contractor from compliance with any rules of law precluding any territorial officers and any contractors from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the contract.
- (3) **Adjustments of Price:** Any adjustment in the contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract."

A.6 TERMINATION FOR DEFAULT FOR NONPERFORMANCE OR DELAY - DAMAGES FOR DELAY -TIME EXTENSIONS:

- (1) **Default:** If the contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will assure its completion within the time specified in this contract, or any extension thereof fails to complete said work within such time, or commits any other substantial breach of this contract, and further fails within fourteen (14) days after receipt of written notice from the Procurement Officer to commence and continue correction of such refusal or failure with diligence and promptness, the Procurement Officer may, by written notice to the contractor, declare the contractor in breach and terminate the contractor's right to proceed with the work or such part of the work as to which there has been delay. In such event the territory may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of, and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary there for. Whether or not the contractor's right to proceed with the work is terminated, the contractor and the contractor's sureties shall be liable for any damage to the territory resulting from the contractor's refusal or failure to complete the work within the specified time.
- (2) **Liquidated Damages upon Termination:** If fixed and agreed liquidated damages are provided in the contract, and if the territory so terminates the contractor's right to proceed, the resulting damage will consist of such liquidated damages for such reasonable time as may be required for final completion of the work.
- (3) **Liquidated Damages in Absence of Termination:** If fixed and agreed liquidated damages are provided in the contract, and if the territory does not terminate the contractor's right to proceed, the resulting damage will consist of such liquidated damages until the work is completed or accepted.

DEPARTMENT OF PARKS & RECREATION

- (4) **Time Extension:** The contractor's right to proceed shall not be so terminated nor the contractor charged with resulting damage if:
- (a) the delay in the completion of the work arises from causes such as: acts of God; acts of the public enemy; acts of the territory, and any other territorial entity in either a sovereign or contractual capacity; acts of another contractor in the performance of a contract with the territory; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; unusually severe weather; delays of subcontractors due to causes similar to those set forth above; or shortage of materials; provided, however, that no extension of time will be granted for a delay caused by a shortage of materials, unless the contractor furnished to the Procurement Officer proof that the contractor has diligently made every effort to obtain such materials from all known sources within reasonable reach of the work, and further proof that the inability to obtain such materials when originally planned did in fact cause a delay in final completion of the entire work which could not be compensated for by revising the sequence of the contractor's operations; and
 - (b) the contractor, within ten days (10) from the beginning of any such delay (unless the Procurement Officer grants a further period of time before the date of final payment under the contract), notifies the Procurement Office in writing of the causes of delay. The Procurement Officer shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in the judgment of the Procurement Officer, the findings of fact justify such an extension.
- (5) **Erroneous Termination for Default:** If, after notice of termination of the contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the territory, be the same as if the notice of termination had been issued pursuant to such clause. If, in the foregoing circumstance, this contract does not contain a clause providing for termination for convenience of the territory, the contract shall be adjusted to compensate for such termination and the contract modified accordingly.
- (6) **Additional Rights and Remedies:** The rights and remedies of the territory provided in this clause are in addition to any other rights and remedies provided by law or under this contract."

A.7 LIQUIDATED DAMAGES:

When the contractor fails to complete the work or any portion of the work within the time or times fixed in the contract or any extension thereof, the contractor shall pay to the territory **one quarter of one percent (.0025%)** for contracts **less than \$100,000** and **one half of one percent (.005%)** for contracts **\$100,000 and over per calendar day of delay** pursuant to the clause of this contract entitled, "Termination for Default for Nonperformance or Delay - Damages for Delay - Time Extension."

A.8 TERMINATION FOR CONVENIENCE:

- (1) **Termination:** The Procurement Officer may, when the interests of this territory so require, terminate this contract in whole or in part, for the convenience of the territory. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.
- (2) **Contractor's Obligations:** The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the territory. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as necessary to do so.
- (3) **Right to Construction and Supplies:** The Procurement Officer may require the contractor to transfer title and deliver to the territory in the manner and to the extent directed by the Procurement Officer:
- (a) any completed construction; and
 - (b) such partially completed construction, supplies, materials, parts, tools, dies, jigs, fixtures, plans, drawing, information, and contract rights (hereinafter called "construction material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall protect and preserve property in the possession of the contractor in which the territory has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such construction, supplies, and construction materials in accordance with the standards of 14 GCA §2706 (UCC). (See end of Subsection 6101(10)(d) for code quotation.) This in no way implies that the territory has breached the contract by exercise of the Termination for Convenience Clause.

DEPARTMENT OF PARKS & RECREATION

(4) **Compensation:**

- (1) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data, submitted to the extent required by Section 3118 (Cost or Pricing Data) of the Guam Procurement Regulations, bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.
- (2) The Procurement Officer and the contractor may agree to a settlement provided the contractor has filed a termination claim supported by cost or pricing data submitted as required by §3118 (Cost or Pricing Data) of the Guam Procurement Regulations and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the territory, the proceeds of any sales of construction, supplies, and construction materials under Paragraph (3) of this clause, and the contract price of the work not terminated.
- (3) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments under Subparagraph (b) shall not duplicate payments under this Paragraph:
 - (i) with respect to all contract work performed prior to the effective date of the notice of termination, the total (without duplication of any items) of:
 - (A) the cost of such work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for completed portions of such work; provided, however, that if it appears that the contractor would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
 - (B) cost of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(i)(A) of this Paragraph.
 - (C) the reasonable settlement costs of the contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontracts there under, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this contract. The total sum to be paid the contractor under this Paragraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of any sales of construction, supplies, and construction materials under Paragraph (3) of this clause, and the contract price of work not terminated.
 - (D) Cost claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph shall be in accordance with Chapter 7 (Cost Principles) of the Guam Procurement Regulations."

A.9 **REMEDIES:**

Any dispute arising under or out of this contract is subject to the provisions of Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations.

SECTION TWENTY-TWO [22]

PART B: ADDITIONAL CONTRACT CLAUSES APPLICABLE FOR ALL CONTRACTS (NON-CONSTRUCTION CONTRACTS)

B.1.0 CHANGES:

- (1) **Change Order:** By a written order, at any time, and without notice to surety, the Chief Procurement Officer or the head of a Purchasing Agency may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:
 - (a) Drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the territory in accordance therewith:
 - (b) Method of Shipment or packaging; or
 - (c) Place of Delivery

DEPARTMENT OF PARKS & RECREATION

(2) **Adjustments of Price or Time Performance:**

If any such change order increases or decreases the contractor's cost of, or the time required for performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from the with the contract as changed, provided that the territory promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation or an extension of time for completion.

(3) **Time Period for Claim:**

Within 30 days after receipt of a written change order under Paragraph (1) (Change Order) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the territory is prejudiced by the delay in notification.

(4) **Claims Barred After Final Payment:**

No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

(5) **Other Claims Not Barred:**

In the absence of such a change order, nothing in this clause shall be deemed to restrict Contractor's right to pursue A claim arising under the contract if pursued in accordance with the clause entitled, "Claims Based on a Procurement Officer's Actions or Omissions, Notice of Claim Clause." or breach of contract.

B.2.0 STOP WORK ORDER:

Order to Stop Work: The Procurement Officer may, by written order to the contractor, at any time, and without notice to any surety, require the contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires or within any further period to which the parties shall have agreed, the Procurement Office shall either

- (A) Cancel the stop work order; or
- (B) Terminate the work covered by such order as provided in the "Termination for Convenience Clause" of this Contract.

B.3.0 VARIATION IN QUANTITY: Upon the agreement of the parties, the quantity of supplies or services or both specified in this contract may be increased by a maximum of ten percent (10%) provided:

- (A) The unit prices will remain the same (except for any price adjustments otherwise applicable); and
- (B) The Procurement Officer makes a written determination that such an increase will either be more economical than awarding another contract or that it would not be practical to award another contract.

B.4.0 PRICE ADJUSTMENT: Any adjustments in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

- (1) **Price Adjustment Methods:** Any adjustment in contract price pursuant to clause in this contract shall be made in one or more of the following ways:
 - (a) By agreement on a fixed price adjustment before commencement of all the pertinent performance or as soon thereafter as practicable;
 - (b) By unit prices specified in the contract or subsequently agreed upon;
 - (c) By the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract - or subsequently agreed upon;
 - (d) In such manner as the parties may mutually agree; or
 - (e) In the absence of agreement between the parties, by a unilateral determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the Procurement Officer in accordance with generally accepted accounting principles and applicable sections of the regulations promulgated Under Chapter 7 (Cost Principles), subject to the provisions of Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations.

DEPARTMENT OF PARKS & RECREATION

- (2) **Submission of Cost or Pricing Data:** The contractor shall submit cost or pricing data for any price adjustments subject to the provisions of §3118 (Cost or Pricing Data) of the Guam Procurement Regulations.”

B.5.0 CLAIMS BASED ON A PROCUREMENT OFFICER’S ACTIONS OR OMISSIONS CLAUSE:

1. **Notice of Claim:** If any action or omission on the part of the Director of Public Works or the head of the Purchasing Agency, or designee of such officer, requiring performance changes within the scope of the contract constitutes the basis for a claim by the contractor for additional compensation, damages, or an extension of time for completion, the contractor shall continue with performance of the contract in compliance with the directions or orders of such officials, but by so doing, the contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:
 - A. The contractor shall have given written notice to the Director of Public Works, the head of the Purchasing Agency, or designee of such officer:
 - 1) prior to the commencement of the work involved, if at that time the contractor knows of the occurrence of such action or omission;
 - 2) Within 30 days after the contractor knows of the occurrence of such action or omission, if the contractor did not have such knowledge prior to the commencement of the work; or
 - 3) Within such further time as may be allowed by the Procurement Officer in writing.
 - B. This notice shall state that the contractor regards the act or omission as a reason which may entitle the contractor to additional compensation, damages, or an extension of time. The Procurement Officer or designee of such officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Procurement Officer or designee of such officer.
 - C. The notice required by Subparagraph (a) of this Paragraph describes as clearly as practicable at the time the reasons why the contractor believes that additional compensation, damages, or an extension of time may be remedies to which the contractor is entitled; and (b) The contractor maintains and, upon request, makes available to the Procurement Officer within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.
2. **Limitations of Clause:**

Nothing herein contained, however, shall excuse the contractor from compliance with any rules of law precluding any territorial officers and any contractors from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the contract.
3. **Adjustments of Price:**

Any adjustment in the contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.”

B.6.0 TERMINATION FOR DEFAULT:

(A) Default:

If the contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Procurement Officer may notify the contractor in writing of the delay or non-performance and if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate the contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part the Procurement Officer may procure similar supplies or services in a manner and upon terms deemed appropriate by the Procurement Officer. The contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

(B) Contractor's Duties:

Notwithstanding termination of the contract and subject to any directions from the Procurement Officer, the contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the contractor in which the territory has an interest.

DEPARTMENT OF PARKS & RECREATION

(C) Compensation:

Payment for completed supplies delivered and accepted by the territory shall be at the contract price. Payment for the protection and preservation of property shall be in an amount agreed upon by the contractor and the Procurement Officer; if the parties fail to agree, the Procurement Officer shall set an amount subject to the contractor's rights under Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations. The territory may withhold from amounts due the contractor such sums as the Procurement Officer deems to be necessary to protect the territory against loss because of outstanding liens or claims of former lien holders and to reimburse the Territory for the excess costs incurred in procuring similar goods and services.

(D) Excuse for Nonperformance or Delayed Performance:

Except with respect to defaults of subcontractors, the contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the contractor to make progress in the prosecution of the work here under which endangers such performance) if the contractor has notified the Procurement Officer within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the territory and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the contractor shall not be deemed to be in to default, unless the supplies or services to be furnished by the subcontractors were reasonably obtainable from other sources in sufficient time to permit the contractor to meet the contract requirements. Upon request of the contractor, the Procurement Officer shall ascertain the facts and extent such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the territory under the clause entitled (in fixed-price contracts, "Termination" (As used in this Paragraph of this clause the term "Subcontractor" means subcontractor at any tier).

(E) Erroneous Termination for Default:

If, after notice of termination of the contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the territory, be the same as if the notice of termination had been issued pursuant to such clause. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the territory, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations.

(F) Additional Rights and Remedies:

The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

B.7.0 LIQUIDATED DAMAGES:

When the contractor is given notice of delay or nonperformance as specified in the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one-percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonably obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or nonperformance is excused under the paragraph Excuse for Nonperformance or Delayed Performance of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay.

B.8.0 TERMINATION FOR CONVENIENCE:

B.8.1 Termination: The Procurement Officer may, when the interests of this territory so require, terminate this contract in whole or in part, for the convenience of the territory. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

B.8.2 Contractor's Obligations: The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the territory. The

DEPARTMENT OF PARKS & RECREATION

contractor must still complete the work not terminated by the notice of termination and may incur obligations as necessary to do so.

B.8.3 Right to Supplies: The Procurement Officer may require the contractor to transfer title and deliver to the territory in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies, materials, parts, tools, dies, jigs, fixtures, plans, drawing, information, and contract rights (hereinafter called "construction material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall protect and preserve property in the possession of the contractor in which the territory has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of 14 GCA §2706 (UCC). (See end of Subsection 6101(10) (d) for code quotation.) This in no way implies that the territory has breached the contract by exercise of the Termination for Convenience Clause.

B.8.4 Compensation:

(1) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data, submitted to the extent required by Section 3118 (Cost or Pricing Data) of the Guam Procurement Regulations, bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(2) The Procurement Officer and the contractor may agree to a settlement provided the contractor has filed a termination claim supported by cost or pricing data submitted as required by §3118 (Cost or Pricing Data) of the Guam Procurement Regulations and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the territory, the proceeds of any sales of construction, supplies, and construction materials under Paragraph (3) of this clause, and the contract price of the work not terminated.

(3) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments under Subparagraph (b) shall not duplicate payments under this Paragraph:

(i) contract prices for supplies or services accepted under the contract;

(ii) costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for accepted supplies and services; provided, however, that if it appears that the contractor would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

(iii) costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c) (ii) of this Paragraph.

(iv) the reasonable settlement costs of the contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this contract. The total sum to be paid the contractor under this Paragraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of work not terminated.

(4) Cost claimed, agreed to, or established under Paragraphs (2) and (3) of this Paragraph shall be in accordance with Chapter 7 (Cost Principles) of the Guam Procurement Regulations."

B.9 REMEDIES:

Any dispute arising under or out of this contract is subject to the provisions of Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations."

DEPARTMENT OF PARKS & RECREATION

SECTION TWENTY-THREE [23] CONTRACT PROHIBITION

23.1 AFFIDAVIT re DISCLOSING OWNERSHIP (MAJOR SHAREHOLDERS) AND COMMISSIONS (RFP Submission Form C)

The Contractor acknowledges that if 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 the awarded business promises personally and professionally to update the disclosure required by 5 GCA § 5233 by delivering another affidavit to the Department of Parks and Recreation. (Revised 11/09/10 AG Procurement Form 002)

23.2 AFFIDAVIT re NON-COLLUSION (RFP Submission Form D)

The Contractor acknowledges that he/she or his/her employees are not to collude, sham, connive, and or conspire to take advantage of the government of Guam in any way during the course of this contract as required by 2 GAR Division 4 § 3126(b); and as stated in their signed affidavit delivered to the Department of Parks and Recreation under the AG Procurement Form 003 (Revised Form 11/09/10).

23.3 AFFIDAVIT re NO GRATUITIES, KICKBACKS, AND / OR FAVORS (RFP Submission Form E)

The Contractor acknowledges that it has not and will not violate the prohibition against gratuities, kickbacks and / or favors set forth (Gratuities and Kickbacks) in 5 GCA, Chapter 5, Article 11, Ethics in Public Contracting and Section 11.7 (Gratuities and Kickbacks and Favors) of the Procurement Manual. (Revised 11/09/10 AG Procurement Form 004)

23.4 AFFIDAVIT re ETHICAL STANDARDS (RFP Submission Form F)

The Contractor affirms that it has not knowingly influenced and / or promised or influenced any government employee to breach any of the ethical standards set forth in 5 GCA, Chapter 5, Article 11, and in Chapter 11 (Ethics in Public Contracting) of the Procurement Manual. (Revised 11/09/10 AG Procurement Form 005)

23.5 DECLARATION re COMPLIANCE WITH U.S.A. DEPARTMENT OF LABOR WAGE DETERMINATION (RFP Submission Form G)

The Contractor affirms that it will continue to comply with the provision of 5 GCA § 5801 and 5802. And pursuant to 40 USC Chapter 31, Subchapter IV and as described in the attachment they provided in the Request for Proposals. (Revised 11/09/10 AG Procurement Form 006)

23.6 AFFIDAVIT re CONTINGENT FEES (RFP Submission Form H)

The Contractor affirms that it has not retained any person or agency on a percentage, commission, or other contingent arrangement, except for retention of bona fide established commercial selling agencies for the purpose of securing business. (Revised 11/09/10 AG Procurement Form 007)

Note: When Preparing the RFP Table of Content, AFFIDAVIT referenced (RFP Submission Form "Letters" must match)

DEPARTMENT OF PARKS & RECREATION

SECTION TWENTY-FOUR [24] GOVERNING LAW

This Agreement shall be interpreted and construed under the laws of Guam as to interpretation and performance. **IN WITNESS WHEREOF**, the parties have executed this Design-Build Construction Services ~ Contract Agreement at Paseo Recreation Center in Hagatna, Guam 96923; and effective on the last date signed by the OWNER (and its authority representatives below).

OWNER:

NAME OF OWNER:
Address:

APPROVALS BY:

X _____
Name and Title

DATE: _____

X _____
TBD _____
Name and Title

Date: _____

X _____

ACCOUNT:
Name and Title

Date: _____

CERTIFICATION OF FUNDS AVAILABLE:

X _____
Name and Title

Date: _____

CONTRACTOR:

Company Name:
Address:

Principal Name:
Signature:

X _____

Date:

Contact No.: (671)

Facsimile No.: (671)

Cell Phone: (671)

E-Mail Address:

Business License No.: If applicable

Contractor's License No.:

Performance Bond No.:

Bonding Company Name:

Insurance Policy No.:

Insurance Company Name:

Address:

Contact Numbers: (671)

All Government of Guam contracts \$ 500,000 and OVER must be approved by the Attorney General of Guam's Office; or the AG's Agency Appointed Representative (usually the Agency's Legal Counsel).

The Department of Parks and Recreation a line department of the Government of Guam and it's Legal Counsel the Office of the Attorney General serve as (1) legal advisor during the phases of the solicitation or procurement process; and (2) reviews and approves contracts as required; especially those Contracts MORE THAN \$ 500,000 which will also include 'Approval As To Form' and Legality.

See AG Procurement Form 012 and AG Procurement Form 009 (Rev. 03/05/13)

'Procurement Review Checklist for Request For Proposals (RFP)

Signature of Checklist Preparer _____

ACCOUNTANT-IN-CHARGE OF FUNDING & EXPENDITURE

ENCUMBERED DATE: _____

ENCUMBERED BY: _____

GENERAL LEDGER ACCOUNT: _____

CONTRACT NO.: _____