TABLE OF CONTENTS

- 1. COPY OF PROTEST
- 2. PROTEST RESPONSE
- 3. HOTEL SANTA FE PRICE QUOTATION
 WYNDHAM GARDEN GUAM PRICE QUOTATION
 PERLAS COURTE HOMEOWNERS ASSOCIATION PRICE QUOTATION
 ONWARD AGANA BEACH HOTEL RESPONSE
 LP REALTY RESPONSE
 HOTEL NIKKO RESPONSE
 CORE TECH INTERNATIONAL PRICE QUOTATION
- 4. ABSTRACT
- 5. AMENDMENT
- 6. SPECIFICATION
- 7. COPY OF OTHER CORRESPONDENCE

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FILE NO OPA		10-008	1

COPY OF PROTEST



132 Lagoon Drive, Tamuning, Guam 96913 Tel. No. (671) 647-8855/8859 Fax No. (671) 647-8860

June 9, 2020

ACKNOWLEDGEDIETT CORT
RECEIVE BY 10/20 90700

Mr. Charles Esteves/Guam Homeland Security
Ms. Claudia Acfalle/General Services Agency

Hafa Adai Ms. Acfalle and Mr. Esteves,

This letter will serve as a formal protest by Beach Resorts LLC, dba Hotel Santa Fe – Guam against GSA and Guam Homeland Security for violating the terms and conditions of the contract entered into for housing quarantine visitors due to the COVID-19 Pandemic. We only received notice of the government's decision to unilaterally terminate the agreement as of May 23, 2020 in a letter dated May 27, 2020, wherein the government for the first time informed Santa Fe of its concerns. The contract was wrongfully terminated and without legal basis.

As per Section 9 (iii) of the contract, any specific concerns or discrepancies were required to be communicated to the hotel in WRITING. The contract mandates the hotel be given a 10-day cure period in order to address any default. None of the concerns listed in the termination letter were ever communicated to the Hotel, ownership, or hotel staff other than in the May 27, 2020 letter. Pursuant to the May 27, 2020 letter, the contract was retroactively cancelled on May 23, 2020. Cancelling the agreement before addressing any concerns is in violation of the contract. Again, no concerns were communicated to the Hotel until May 27, 2020.

On May 27, 2020, GSA informed the Hotel that the contract had been terminated for cause. At that time, they provided a list of the concerns that were cited as the "cause" for termination. As I pointed out in my response dated May 29, which is hereby incorporated by reference, most, if not all, of the reasons the contract was terminated are false. If anyone representing the contracting agencies had brought these items to management's attention (as per the contract's requirement), an explanation of the micunderstanding would have been provided. Relative to the other claims, these resulted from "unofficial" standards which were not included in the contract. The government cannot read terms into the contract that are not expressly stated. The Hotel is responsible for abiding by the contract. In all cases, the Hotel followed the contract and remained in compliance. If there were concerns, they needed to be brought to the attention of management or the owners. They were not. The entity creating the agreement has the burden of clarity. There were requests for items outside of the contract that were denied. If there were concerns regarding these items, they were to be shared with the Hotel. It is the responsibility of the contracting agent to officially inform the Hotel, in case of concerns with compliance. There were none shared, until after the agreement was already cancelled.

The Hotel was always in compliance with the terms of the contract. The lone item on the list of concerns that is even worth discussing is the air conditioning in the lobby. Even though the inspection group (including the 2 of you) approved the lobby without comment, we do recognize that it was warmer than anticipated. As I mentioned in my letter on May 29, 2020, that concern was being addressed, with the unit being repaired. This was not a material concern. Regardless, it has long been rectified. There are no other concerns from the list which are violations. Again, the list of concerns set forth in the May 27, 2020 letter were largely contrived.



132 Lagoon Drive, Tamuning, Guam 96913 Tel. No. (671) 647-8855/8859 Fax No. (671) 647-8860

On June 5, 2020, the GSA sent the Santa Fe a Request For Quotation for a new contract to house individuals who test positive for COVID-19. Why would GSA send a new procurement to the Hotel if there was any concern as to whether the Santa Fe was in full compliance of the original contract? Clearly, GSA considered the Hotel to be in compliance with the terms of the original contract.

GSA and Homeland Security wrongfully terminated the contract. The Hotel was not provided WRITTEN notice, as required by the contract, nor at the very least informal notice, of any concerns before the contract was cancelled. There was no 10-day cure provided. The list of concerns were inaccurate or non-existent. In fact, upon further inspection of other quarantine facilities, the procedures in place at the Santa Fe were identical to or superior to those at the other lodging establishments. It is the government who is in breach of the contract and NOT the Santa Fe.

The Hotel Santa Fe – Guam seeks reinstatement of its contract and damages incurred from the wrongful termination of same.

However, without waiving any claims Santa Fe has against the government arising out of the wrongful termination of the contract, the Santa Fe is amenable to resolving this dispute amicably with GHS and GSA. I look forward to discussing with you in more detail.

Thank you.

Sense/amente,

Bartley A. Jackson President

Beach Resorts LLC

Dba Hotel Santa Fe Guam

PROTEST RESPONSE



DEPARTMENT OF ADMINISTRATION

DIPATTAMENTON ATMENESTRASION

GENERAL SERVICES AGENCY
(Ahensian Setbision Hinirat)

Telephone (Telifon): (671) 475-1707/1729 • Fax (Faks): (671) 472-4217/1727



June 10, 2020

Mr. Bart Jackson President Beach Resort LLC dba Hotel Santa Fe Guam 132 Lagoon Drive Tamuning, Guam 96913

We are in receipt of your memorandum dated June 9th, 2020, in which you are disputing the termination of your purchase order to provide rooms under the emergency authorization of the Governor. You indicated you disagreed with some of the noted deficiencies, and that you have ten (10) days to cure any other noted ones.

You believe that you have ten (10) days to cure your deficiencies. As stated in *In the Appeal of Basil Industrial Food Services* Appeal No OPA-PA 16-006 and OPA-PA-16-008, the Public Auditor stated:

Basil relies on a procurement regulation that states, in relevant part, that if the contractor commits a substantial breach of the contract, the procurement officer may notify the contractor in writing of the delay or non-performance and if not cured in 10 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. 2 G.A.R., Div.4, Chap.6 Section 6101(8)(a). If this regulation were applicable, GSA would have had to give Basil 10 day to cure its May 31, 2016 default and GSA would have then wrongfully terminated BASiL's contract due to DPHSS's June 2, 2016 follow-up inspection of BASIL's food preparation facility which found that Basil corrected most of its May 31,2016 violations. However, the cure provisions Basil relies upon for this argument are inapplicable to its contracts for GSA-IFB 010-14 and GSA-IFB-011-14. The regulation's cure provisions is merely a contract clause, one of many mentioned int hat regulation, that the Chief Procurement Officer or her designee may use at their discretion. 2 G.A.R., Div.4, Chap. 6 Section 6101(1). A review of GSA-IFB-010-14 and GSA-IFB-011-11114's contractual terms reveals that the 10 day cure language set forth in 2 G.A.R., Div.4, Chap.6, Section 6101(8)(a) is absent. Hence Guam procurement regulations did not require GSA to provide Basil a 10 day cure period after its May 31, 2016 breach.

A review of the purchase order did not indicate that a cure language was provided for, and as such, there is no right to have one. As such, the termination of the purchase order was appropriate. As you are aware, the government of Guam, pursuant to the Governor's Executive Order, immediately procured hotel rooms to quarantine, isolate and provide medical support, for the COVORNA pandemic that was occurring on our island. Your hotel was selected based upon meeting the standards required to house these individuals. Shortly after signing the agreement, a second review was conducted by the National Guard, who was assigned to the location. Their review indicated that you failed to meet the basic terms

of the agreement. Such failure would cause additional hardship and inconvenience upon those that had to be placed in these facilities. Based upon these facts, we determined that the purchase order should be cancelled immediately. Your email of Maay29th,2020 did not address any new concern or facts that you change our mind.

Therefore, your protest is DENIED. You have the right to seek any administrative or judicial review authorized by law.

CLAUDIA S. ACFALLE
Chief Procurement Officer

HOTEL SANTA FE – PRICE QUOTATION

WYNDAM GARDEN GUAM – PRICE QUOTATION

PERLAS COURTE HOMEOWNERS ASSOC. – PRICE QUOTATION

ONWARD AGANA BEACH HOTEL – RESPONSE

LP REALTY – RESPONSE

HOTEL NIKKO GUAM – RESPONSE

CORE TECH INTERNATIONAL

HOTEL SANTA FE PRICE QUOTATION

Hosfel Santa fe-Gram HOTEL NON-CONGREGATE SHELTERS

Specification: Revised 5/12/20

1. HOTEL QUARANTINE FACILITY. 14 days mandatory quarantine for all arriving passengers from a COVID-19 affected area. Quarantine operations, require 154 ± 17 rooms.

OPTION 1

- Open purchase order for fully furnished utilized rooms to include meals and laundry services.
- Any non-resident individual traveling to Guam for reasons other than performance of essential governmental service functions, including, but not limited to tourists and nonresident family members will be required to pay 14 days quarantine out of pocket.
- Any member of the federal government or U.S. Armed Forces to include dependents traveling to Guam on official orders will be required to pay out of pocket.

Occupied Room Rate	\$	No que	ble
Unoccupied Holding (Reserve) Room Rate	\$		
OPTION 2 - Lease the entire facility. Holding fee will be paid fitting the room rate to include meals and laundry se	or unutilized rooms at a ervices.	rate less /03	rooms
Occupied Room Rate	<u>\$ 99</u>		
Unoccupied Holding (Reserve) Room Rate	s 90	••	
*************	****************	**********	
2. HOTEL ISOLATION FACILITY. Isolation of asymptotic future isolation operations, will require 36 ± 11 rooms of the comparison of the comp	for surge. unutilized rooms at a r	ate less 🧈	
Under the room rate to include meals, laundry service Occupied Room Rate	ses and decontamination \$	on services. My n	00
Unoccupied Holding (Reserve) Room Rate	<u>\$ 90.</u>	_	rooms

at a rate less than the room rate to include meals decontamination services.	, identity dervised, unit	No quote
Occupied Room Rate	\$	V
Unoccupied Holding (Reserve) Room Rate	\$	
*******************	***************	****
OPTION 3		5 floors
Is to combine the Quarantine Facility and Isolation dedicated floors and/or wings. Create zones with hospital. Site would require DPHSS and GMH as	in the facility similar to a	105
Occupied Room Rate	\$ 99.00	entire
Unoccupied Holding (Reserve) Room Rate	\$ 90.00	facili
3. MEDICAL STAFF LODGING. To provide for Hou interactions with COVID-19 positive patients. Medica rooms.	using medical staff who have a I staff housing operations, rec	sustained quire 135 ± 25 \$ 103 room
Occupied Room Rate	\$ 1 2 2.	
Unoccupied Holding (Reserve) Room Rate	\$ 90.°°°	60 room

NOTE PREFERENCE: To secure one (1) facility with multiple wings to house isolation Patents, Quarantined Individuals, and Medical Staff.

Quarantine Facility - From Floor to Wing

Isolation Facility - From Floor to Wing

Medical Staff Lodging - From Floor to Wing

Hotel rooms must include daily cleaning supplies (i.e. disinfectant spray, toilet brush, toilet cleaner, and two (2) rags).



GENERAL SERVICES AGENCY DEPARTMENT OF ADMINISTRATION GOVERNMENT OF GUAM

> 148 Route 1 Marine Driv PHI, Guam 96925

tran Code

THIS PURCHASE ORDER NUMBER P206E00310 No.

MUST APPEAR ON ALL INVOICES PACKING SLPS, PACKAGES, B/L. CORRESPONDENCE ETC.

5/16/2020 028020025230

JOH ORDER NO. ONCL

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AUTHORITY

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& AIR FREIGHT TELL CONTACT SHIP VIA

李孝 CONTRACT NO.

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VENDOR

H0097179

TIME FOR DELIVERY

SEE BELOW

TO:

HOTEL SANTA FE BEACH RESORTS, LLC 132 LAGOON DRIVE TAMUNING, GU 96913

李章 INVITATION NO.

Telephone: 671 647-8855 Fax: 671 647-8860

Email:

CONSIGNEE DESTINATION & MARKING

GOVERNORS OFFICE P.O. BOX 2950

EXPIRING

HAGATNA, GU 96932-0000

COVID-19 MANDATORY QUARANTINE

DECOUNT TERMS:

ANCION COCCUMENT MUSEUM

100000.00 0200280164

THIS PURCHASE ORDER IS ISSUED TO COVER THE COST FOR QUARANTINE FACILITY IN RESPONSE TO THE GOVERNMENT OF GUAM IN ORDER TO UTILIZE AND REPURPOSE SUCH FACILITY FOR COVID-19 FOR 14 DAY MANDATORY QUARANTINE FOR ARRIVING PASSENGER FROM A COVID-19 AFFECTED AREAS.. TO BE DRAWN ON AN AS NEEDED

BASIS COMMENCING UPON RECEIPT OF PURCHASE ORDER AND EXPIRING ON 8/16/20 OR UPON EXHAUSTION OF FUNDS WHICHEVER OCCURS FIRST.

QUARANTINE RATE: EST. 98 RMS. \$99.00 PER OCCUPIED ROOM

SPECIAL HISTRUCTION & TO VINDOR

THE GOVERNMENT OF GUAM WILL NOT BE RESPONSIBLE FOR 'UNAUTHORIZED' PURCHASES OR SERVICES. Note: Amounts due this Purchase Order may be off set for modies due the of Guam inclusive of but not limited to taxes, fees, and returned checks other damages, penalties, and Attorney's fees, after failure to pay

To be coordinated between the agenty and vendot ALL LATE DELIVERIES AND ACCEPTANCES ARE SUBJECT TO THE LIQUIDATED DAMAGES 6101(9)(a) OF THE GAR.

CLAUSE IN SECTION

Government plus for accordingly

A. DO NOT FILL THIS ORDER XXXXXXXXXX IF YOUR TOTAL COST EXCEEDS THIS TOTAL.

BUSETO CHANGES AND RETURN THIS CHOSER HOR ANSNOWENT.

PRYMENT IN THIRTY (JD) DAYS UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION. D. THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE. 售。 \$P\$ THIS CADER IS SUBJECT TO THE SPECIAL PROVISIONS, AND BID GENERAL TERMS AND CONDITIONS SPECIFIED ON THIS RID.

B. SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACCOUNTS. DEPARTMENT OF ACMINISTRATION:

ON ALL AIR SHIPMENTS HAVE AIR FREIGHT COMPANY CALL THIS NUMBER UPON ARRIVAL OF GOODS SIGNATURE:

ADVANCE PAYMENT AUTHORIZATION

Claudia Name Actiolle

Chief Procurement Officer

Contractor: Please supply promptly the above articles or services. All correspondence pertaining to this order including invoices, ship plug documents and factages must bear the purchase bearen hunger indown above. See neverse side for purchase onder temps and conditions.

GOVERNMENT OF GUAM, P.O. BOX 884, AGANA, GUAM 96910.

PAYMENT ENCLOSED

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GENERAL SERVICES AGENCY DEPARTMENT OF ADMINISTRATION GOVERNMENT OF GUAM

> 148 Route 1 Marine Drive Phi. Guam 96925

TRAN CODE

THIS PURCHASE ORDER NUMBER No. P206E00310

MUST APPEAR ON ALL INVOICES PACKING SLIPS, PACKAGES, B/L, CORRESPONDENCE ETC.

JOB ORDER NO.

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WAR FREIGHT IEL CONTACT (SHIP VIA:

PHIPAD DAIN DEFINE CHURCE AS ELPASAIS ARM CAN HARDET

5/16/2020 028020025230

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TO:

F.O.8.

HOTEL SANTA FE BEACH RESORTS. LLC 132 LAGOON DRIVE TAMUNING, GU 96913

Telephone: 671 647-8855 Fax: 671 647-8860 Email:

H0097179

VENDOR

CONSIGNEE, DESTINATION & MARKING

GOVERNORS OFFICE P.O. BOX 2950

HAGATNA, GU 96932-0000

AUTHORIT 3113 李章 INVITATION NO.

學 ONIRACTNO.

TIME FOR DELIVERY

COVID-19 MANDATORY QUARANTINE

EXPIRING DISCOUNT TERMS

SEE BELOW \$90.00 PER UNOCCUPIED ROOM TO INCLUDE MEALS (BREAK, LUNCH, & DINNER); LAUNDRY SERVICES: EACH ROOM TO BE PROVIDED WITH PHONE SERVICES FOR LOCAL CALLS ONLY; CLEANING SUPPLIES FOR EACH ROOM SUCH AS DISINFECTANT SPRAY, TOILET BRUSH, TOILET CLEANER AND 2 RAGS. AUTHORIZED PERSONNEL: CHARLES ESTEVES 687-4821 LEO ESPIA 483-0361 FATRICK LEON GUERRERO 687-6864 MARIE QUENGA 489-4742 DENILLE CALVO 489-0581 MICHAEL TAIJERON 929-1070 NOTE: THE GOVERNMENT OF GUAM WILL NOT BE RESPONSIBLE FOR 'UNAUTHORIZED' PURCHASES OR SERVICES. Note: Amounts due this Purchase Order may be off set for modies due the Government of Guam inclusive of but not limited to taxes, fees, and returned checks plus for other damages, penalties, and Attorney's fees, after failure to pay accordingly To be coordinated between the agency and vendor ALL LATE DELIVERIES AND ACCEPTANCES ARE SUBJECT TO THE LIQUIDATED DAMAGES CLAUSE IN SECTION 6101(9)(a) OF THE GAR. SPECIAL INSTRUCTION & TO VENDOR B. <u>SEND</u> CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO DAYISION OF ACCOUNTS, DEPARTMENT OF ADMINISTRATION; COVERNMENT OF GUAM, N.O. BOX 884, AGANA, GUAM 96910. A. DO NOT FILL THIS ORDER XXXXXXXXXX IF YOUR TOTAL COST PAYMENT IN THIRTY (30) DAYS UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION. EXCEEDS THIS TOTAL D. THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE. E. * THIS CRIDER IS SUBJECT TO THE SPECIAL PROMISSONS, AND BID GENERAL TERMS AND CONDITIONS SPECIFIED ON THIS RID. PASSET CHANCUS AND RETRIEN F. * ON ALL AIR SHIPMENTS HAVE AIR FREIGHT COMPANY CALL THIS NUMBER UPON ARRIVAL OF GOODS THIS CRIZER FOR AMENIUMENT. ADVANCE PAYMENT AUTHORIZATION

Contractor: Plase Supply Promptly the above articles or Servicel all Correspondence Pertaining to this grider including Invokes, Empping Eocuments and Packages hust bear the Purchast cader humber shown adove. See neverse side for purchase order terms and companions.

Claudia Ame Acialle

Chief Procurement Officer

PAYMENT ENCLOSED 2 OF



GENERAL SERVICES AGENCY DEPARTMENT OF ADMINISTRATION GOVERNMENT OF GUAM

> 148 Route 1 Marine Drive Piti. Guam 96925

TRAN CODE

THIS PURCHASE ORDER NUMBER No. P206E00310

MUST APPEAR ON ALL INVOICES PACKING SLIPS, PACKAGES, B/L. CORRESPONDENCE ETC.

JOS ORDER NO. ONGL 5/16/2020 028020025230

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TO:

BAR REIGHT IEL CONTACT SHIP VIA:

PRIPAD DAVIS DEPRES CHORES AS EPARATE MIN ON SPACES

CO.B.

HOTEL SANTA FE BEACH RESORTS, LLC 132 LAGOON DRIVE

TAMUNING, GU 96913

Email:

Telephone: 671 647-8855 Fax: 671 647-8860

VENDOR

H0097179

GOVERNORS OFFICE P.O. BOX 2950

HAGATNA, GU 96932-0000

CONSIGNEE, DESTINATION & MARKING

COVID-19 MANDATORY QUARANTINE

参参 INVITATION NO.

CONTRACT NO.

IME FOR DELIVERY SEE BELOW

EXPIRING DISCOUNT TERMS

MICHOGRA INCLUSIVE OF THE ATTACHED SPECIFICATIONS AND TERMS AND CONDITONS EMERGENCY PROCUREMENT EXECUTIVE ORDER 2020-04 RELATIVE TO COVID-19 REF: 10 GCA 19403 PUBLIC HEALTH EMERGENCY NOTE: THE GOVERNMENT OF GUAM WILL NOT BE RESPONSIBLE FOR 'UNAUTHORIZED' PURCHASES OR SERVICES. Note: Amounts due this Purchase Order may be off set for modies due the Government of Guam inclusive of but not limited to taxes, fees, and returned checks plus for other damages, penalties, and Attorney's fees, after failure to pay accordingly To be coordinated between the agenty and vendot ALL LATE DELIVERIES AND ACCEPTANCES ARE SUBJECT TO THE LIQUIDATED DAMAGES CLAUSE IN SECTIÓN 6101(9)(a) OF THE GAR. SPECIAL INSTRUCTION & TO VEHDOR A. <u>Do nót</u> fill this order

B. SEMD CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO DEVISION OF ACCURATE DEPARTMENT OF ACMINISTRATION; COVERNMENT OF GUAM, P.O., BOX, BBM, AGAMA, GUAM 9691B. ENYMENT IN THIRTY (30) DAYS UPON RECEIPT OF MERCHANCISE IN GUAM IN GOOD CONDITION.

D. THIS ONOR SUBJECT TO CONDITIONS ON REVERSE SIDE,

B. ## THIS ONDER IS SUBJECT TO THE SPECIAL PROMISCRYS, AND BID GENERAL TERMS AND CONDITIONS SPECIFIED ON THIS BID,

F. #ON ALL AIR SHIPMENTS HAVE AIR FREIGHT COMPANY CALL THIS NUMBER UPON ARRIVAL OF GOODS.

SIGNATURE: ADVANCE PAYMENT AUTHORIZATION

Claudia Same Achalle

IF YOUR TOTAL COST DICEEDS THIS TOTAL PHISTRY CHANGES AND RETURN

THIS ORDER FOR AMENDMENT.

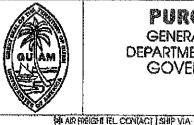
Contractor: Please supply promptly the above acticles or services. All correspondence pertaining to the somer including involves, thipping odcuments and packages must bear the publishes driven munter indown arows. The neverse side for publishes order terms and conditions.

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Chief Procurement Officer

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PURCHASE ORDER

GENERAL SERVICES AGENCY DEPARTMENT OF ADMINISTRATION GOVERNMENT OF GUAM

> 148 Route 1 Marine Drive Pitl, Guam 96926

TRAN CODE

THIS PURCHASE ORDER NUMBER No. P206E00310

MUST APPEAR ON ALL INVOICES PACKING SLIPS, PACKAGES, B/L, CORRESPONDENCE ETC.

5/16/2020 028020025230

JOB ORDER NO.

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PREPARE-EMENT SHEFTENDS CHARGES AS EXPANDED ARM ON WOMEN CONSIGNEE, DESTINATION & MARKING TO: VENDOR HOTEL SANTA FE H0097179 GOVERNORS OFFICE BEACH RESORTS, LLC P.O. BOX 2950 132 LAGOON DRIVE HAGATNA, GU 96932-0000 TAMUNING, GU 96913 Telephone: 671 647-8855 Fax: 671 647-8860 Email: COVID-19 MANDATORY QUARANTINE THE INVITATION NO. 1946 CONTRACT NO.

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1.	Acknowledgm definite sh	ent copy of this or ipping date.	rder hust be sign	d and return	d advising	approximate or
2.	specificati	n in any of the te on on this order, : e without buyer's :	irrespective of the	leliveries, p e wording of	ices, quant the seller'	ity, quality, or sacceptance, will
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4.	. Shipments m	ust be identified	as "PARTIAL" or "	COMPLETE".		
5.	. Material is delivery, i	subject to buyer's f specifications a	s inspection and re not met, mater	pproval with	n a reasona eturned at	ble time after seller's expense.
6.	delivery an is received date of del	d acceptance at de: in the office spe	stination, or fro cified by the Gov ce. Payment is de	i the date the exnment of Guaranteed to be made	correct in	omputed from date of nvoice or voucher latter is later than purpose of earning
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8.	. In connecti Special Pro	on with bid awards visions and Bid Ge	and contracts, thereal Terms and C	ds purchase onditions as o	rder shall pecified.	be governed by the
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GENERAL SERVICES AGENCY **DEPARTMENT OF ADMINISTRATION GOVERNMENT OF GUAM**

148 Route 1 Marine Drive Piti, Guam 96925

TRAN CODE

THIS PURCHASE ORDER NUMBER No. P206E00310

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V TO	HOTEL SANTA BEACH RESOR 132 LAGOON TAMUNING, G	TS, LLC DRIVE	Fax:	671 64	Part Address and	/ENDOR H0097179	GOVE P.O. HAGI	RNORS OF BOX 2956 TNA, GU S		NE
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GENERAL SERVICES AGENCY DEPARIMENT OF ADMINISTRATION GOVERNMENT OF GUAM

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No. ParkEcosto

5 1F 2024 (2502)02425 230 TO: VENDOR E H SCHERMORS CETTOR HOTEL SANTA PE N # P.C. BOX 2950 132 LAGOON DRIVE D PHAGATNA, GU 96982-0100 TAMUNING, GUAM 96913 O PHONE: (671) 647-8855 1 O COULD-15 MANDATORY QUARANTONE (671) 647-8860 FAX: 5.000 Past Fire 5113 SEE BELOW RATERIOVETOSMENT RETURN ID SUFFLY Maia dependi di DATE OF RE SIBBATURE I H G 7. TECRI OCEY-I CERTIFY THE ABOVE ARTICLES AND OR SERVICES HAVE, HAS BEEN RECEIVED AND/OR REMEERED AND THE SAME HAS BEEN INSELUTED AND ACCEPTED EXCEPT AS CTHERWISE NOTED HEREIN. PATE RECEIVED: SIGNATURE: H. The confidence is to the test points provided by the search of the provided by the confidence of the search of 1000005.00 . 4.X183 AL CAPLLES ALLES Claudia S_{AM} Astalla Chief Producement Officer FAGE 5 CF 5

Anita Cruz

From:

Anita Cruz

Sent:

Friday, May 15, 2020 10:45 AM

To:

'stay@hotelsantafeguam.com'

Cc:

gsaprocurement; Anita Cruz

BY 3:00 PM, MAY 15, 2020. THIS IS AN EMERGENCY PROCUREMENT. THANK YOU FOR YOUR ATTENTION.

Subject:

REQUEST FOR QUOTE - EMERENCY PROCUREMENT

Attachments:

REQ - Requisition Supporting Documents for Requisition Q200280164 - ATTACHMENT TO RFQ - SPECIFICATION AND TERMS CONDITIONS.pdf

REQUEST FOR QUOTE HOTEL NON-CONGREGATE SHELTERS. PLEASE RESPOND WITH A "QUOTE" OR "NO QUOTE"

ATTACHED SPECIFICATIONS.





Anita Cruz

From:

Anita Cruz

Sent:

Friday, May 15, 2020 11:34 AM

To: Cc: 'bart.bgpacific@gmail.com' gsaprocurement; Anita Cruz

Subject:

FW: REQUEST FOR QUOTE - EMERENCY PROCUREMENT

Attachments:

REQ - Requisition Supporting Documents for Requisition Q200280164 - ATTACHMENT TO RFQ - SPECIFICATION AND TERMS CONDITIONS.pdf

Good Morning Mr. Jackson

Please see below request for quote and the attachment of the specifications. Please Respond by 3:00 PM, MAY 15, 2020 this is an Emergency Procurement please respond With a "Quote" or a "No Quote" Thank you.

From: Anita Cruz < Anita. Cruz@gsadoa.guam.gov>

Sent: Friday, May 15, 2020 10:45 AM

To: 'stay@hotelsantafeguam.com' <stay@hotelsantafeguam.com>

Cc: gsaprocurement <gsaprocurement@gsadoa.guam.gov>; Anita Cruz <Anita.Cruz@gsadoa.guam.gov>

Subject: REQUEST FOR QUOTE - EMERENCY PROCUREMENT

REQUEST FOR QUOTE HOTEL NON-CONGREGATE SHELTERS. PLEASE RESPOND WITH A "QUOTE" OR "NO QUOTE" BY 3:00 PM, MAY 15, 2020. THIS IS AN EMERGENCY PROCUREMENT. THANK YOU FOR YOUR ATTENTION.

ATTACHED SPECIFICATIONS.





gsaprocurement

From:

Anita Cruz

Sent:

Friday, May 15, 2020 10:45 AM

To:

'stay@hotelsantafeguam.com'

Cc: Subject: gsaprocurement; Anita Cruz REQUEST FOR QUOTE - EMERENCY PROCUREMENT

Attachments:

REQ - Requisition Supporting Documents for Requisition Q200280164 -

ATTACHMENT TO RFQ - SPECIFICATION AND TERMS CONDITIONS.pdf

REQUEST FOR QUOTE HOTEL NON-CONGREGATE SHELTERS. PLEASE RESPOND WITH A "QUOTE" OR "NO QUOTE" BY 3:00 PM, MAY 15, 2020. THIS IS AN EMERGENCY PROCUREMENT. THANK YOU FOR YOUR ATTENTION.

ATTACHED SPECIFICATIONS.





Anita Cruz

From:

Bart Jackson <bart.bgpacific@gmail.com>

Sent:

Friday, May 15, 2020 2:39 PM

To:

Anita Cruz

Subject:

Fwd: Emergency Procurement Response

Attachments:

Forms05152020_00000.pdf

Hi Anita,

Please find attached the response from the Hotel Santa Fe Guam for the Emergency Procurement Request. Thank you for allowing us to participate in this effort.

Please feel free to call with any comments or questions.

Kind regards,

Bart Jackson President Beach Resorts LLC, dba Hotel Santa Fe Guam

gsaprocurement

From:

Anita Cruz

Sent:

Friday, May 15, 2020 10:12 AM

To:

'REZ@GOGRANDPLAZA.COM'

Cc:

gsaprocurement; Anita Cruz

Subject:

REQUEST FOR QUOTE - EMERGENCY PROCUREMENT

Attachments:

REQ - Requisition Supporting Documents for Requisition Q200280164 -

ATTACHMENT TO RFQ - SPECIFICATION AND TERMS CONDITIONS.pdf

REQUEST FOR QUOTE FOR HOTEL NON-CONGREGATE SHELTERS. ATTACHED SPECIFICATIONS THIS IS AN EMERGENCY PROCUREMENT PLEASE PROVIDE A RESPONSE NO LATER THEN 3:00PM MAY 15, 2020. THANK YOU FOR YOUR ATTENTION





Anita Cruz

From:

Anita Cruz

Sent:

Wednesday, May 20, 2020 2:52 PM

To:

'raffy@pacificbayguam.com'

Cc:

gsaprocurement; 'Marie Quenga'

Subject:

REQUEST FOR QUOTE - EMERGENCY PROCUREMENT FOR HOTEL NON-

CONGREGATE SHELTERS

Attachments:

REQ - Requisition Supporting Documents for Requisition Q200280164 -

ATTACHMENT TO RFQ - SPECIFICATION AND TERMS CONDITIONS.pdf

Tracking:

Recipient

Delivery

Read

'raffy@pacificbayguam.com'

gsaprocurement

Delivered: 5/20/2020 2:52 PM

Read: 5/20/2020 4:41 PM

'Marie Quenga'

EMERGENCY PROCUREMENT – REQUEST FOR QUOTE PLEASE SEE ATTACHED SPECIFICATIONS ALONG WITH THE TERMS AND CONDITIONS. PLEASE RESPOND BY 5:00PM BEFORE CLOSE OF BUSINESS MAY 20, 2020





gsaprocurement

From:

Anita Cruz

Sent:

Friday, May 15, 2020 10:45 AM

To:

'stay@hotelsantafeguam.com'

Cc:

gsaprocurement; Anita Cruz

Subject:

REQUEST FOR QUOTE - EMERENCY PROCUREMENT

Attachments:

REQ - Requisition Supporting Documents for Requisition Q200280164 - ATTACHMENT TO RFQ - SPECIFICATION AND TERMS CONDITIONS.pdf

REQUEST FOR QUOTE HOTEL NON-CONGREGATE SHELTERS. PLEASE RESPOND WITH A "QUOTE" OR "NO QUOTE" BY 3:00 PM, MAY 15, 2020. THIS IS AN EMERGENCY PROCUREMENT. THANK YOU FOR YOUR ATTENTION.

ATTACHED SPECIFICATIONS.





WYNDAM GARDEN GUAM PRICE QUOTATION

All correspondences for this RFQ must reference the Requisition Number. Please send any correspondences to gsaprocurement@gsadoa.guam.gov

PLEASE RESPOND BACK WITH QUOTE OR NO QUOTE SIYU'US MA'ASE

REQUEST FOR QUOTATION

BUYER : Cruz, Anita T - GSA TELEPHONE: 475-1713 FAX NO.: 475-1727

Please respond as soon possible Requisition but no later than: 5/15/2020 RFQ #: RFC	
VENDOR: WYNDHAM GARDEN GUAM W0011287 SENTRY HOSPITALITY CORP. 240 YFAO ROAD TAMUNING, GU 96913 Indecaastro@wgguam.com Phone (671) 646-3060 Fax (671) 646-3059	PLEASE FURNISH PRICE QUOTE, DELIVERY TIME AND TERMS BASED ON F.O.B. DESTINATION FOR THE ITEMS LISTED BELOW. PLEASE RESPOND BY THE ABOVE DATE.
Quoted by Rrint/Signature:	Quote Date: Phone Number: 5/15/2020 777_4764
	ring the foregoing bid is genuine and that agrees, that they are fully aware and is in ith Title 5 G.C.A. Chapter 5 - 5801 and 5802 nation, and that the attached is the most
Terms: recent issued to implement Prices good for: 30 Days specification Therefore, un	d by U.S. D.O.L. for the positions required the required service as per the following
1. Offering Recycle Products ()YES () NO 2. Offering Biodegradable Products () YES Please separate your offer of recyclable and from regular products.	
THIS IS NO	T AN ORDER
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All correspondences for this RFQ must reference the Requisition Number, Please send any correspondences to gsaprocurement@gsadoa.guam.gov

: Cruz, Anita T

BUYER

PLEASE RESPOND BACK WITH QUOTE OR NO QUOTE SIYU'US MA'ASE

REQUEST FOR QUOTATION

- GSA

TELEPHONE: 475-1713 FAX NO.: 475-1727					
Please respond as soon possible Requisit	tion Number: C	20028014	54	I Da	ate:
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W0011287 SENTRY HOSPITALITY CORP.	AND TERMS			-	
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TAMUNING, GU 96913	THE ABOVE I				
ndecaastro@wgguam.com	1	-			
Phone (671) 646-3060 Fax (671) 646-3059	i				
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Quoted by Print/Signature:	Quote Date:		Phone	Number:	
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2. Offering Biodegradable Products () Y					
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from regular products.					
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1 12 TERMS AND CONDITIONS	₹	1 1		7	ä.

All correspondences for this RFQ must reference the Requisition Number. Please send any correspondences to gsaprocurement@gsadoa.guam.gov

PLEASE RESPOND BACK WITH QUOTE OR NO QUOTE SIYU'US MA'ASE

REQUEST FOR QUOTATION

BUYER	*	Cruz,	Anita	T		- G	SI
TELEPHONE	:	475-17	713	FAX	NO.:	475-1727	

Please respond as soon possible Requisition N	**	
but no later than: 5/15/2020 RFQ #: RFQ200	01593	5/12/2020
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ndecaastro@wgguam.com		
Phone (671) 646-3060 Fax (671) 646-3059	•	
Quoted by Brint/Signature: Quo	ote Date:	Phone Number:
SUNARDI LI	5/15/2020	777-4764
** Delivery Date Required: The party making	, the foregoing b	id is genuine and that
5/18/2020 said bidder agre	es, that they ar	e fully aware and is in
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		3/13/2020
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2. Offering Biodegradable Products () YES (•	
Please separate your offer of recyclable and/	or biodegradable	products
from regular products.		
THIS IS NOT	AN ORDER	
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Q20-0280-166 		1 1
MEDICAL STAFF LODGING		5 & 8
	1 1 1	§ §

gsaprocurement

From:

valerie.blas@wgguam.com

Sent:

Friday, May 15, 2020 5:06 PM

To:

Anita Cruz

Cc:

gsaprocurement; Sunardi Li

Subject:

RE: REQUEST FOR QUOTE EMERGENCY PROCUREMENT

Hi Anita,

I do apologize, Days Inn for the Isolation is 48 rooms. Wyndham is only 144 rooms.

Valerie Blas

----- Original Message -----

Subject: RE: REQUEST FOR QUOTE EMERGENCY PROCUREMENT

From: Anita Cruz <Anita.Cruz@gsadoa.guam.gov>

Date: Fri, May 15, 2020 5:02 pm

To: "'valerie.blas@wgguam.com'" <valerie.blas@wgguam.com>

Cc: gsaprocurement < gsaprocurement@gsadoa.guam.gov>, 'Sunardi Li'

<sli@wgguam.com>

Hi Valerie

So for the Isolation I believe you mention that you had 48? So it is 144 and it is at Wyndham?

From: valerie.blas@wgguam.com <valerie.blas@wgguam.com>

Sent: Friday, May 15, 2020 4:51 PM

To: Anita Cruz < Anita.Cruz@gsadoa.guam.gov >

Cc: gsaprocurement < gsaprocurement@gsadoa.guam.gov >; 'Sunardi Li'

<<u>sli@wgguam.com</u>>

Subject: RE: REQUEST FOR QUOTE EMERGENCY PROCUREMENT

Hafa Adai Mrs. Cruz,

Thank you for clarifying our quotation. Please see our responses in red.

Please note that Wyndham Garden Guam is a maximum of 144 rooms. Although we have bid for both quarantine and medical staff RFQ's, we can only house one or the other in the 144 rooms.

If there are any other inquiries you may have, please feel free to email or call at 483-3092.

Sincerely, Valerie Blas From: Anita Cruz < Anita.Cruz@gsadoa.guam.gov>

Sent: Friday, May 15, 2020 4:49 PM

To: 'valerie.blas@wgguam.com' <valerie.blas@wgguam.com>

Cc: gsaprocurement < <u>gsaprocurement@gsadoa.guam.gov</u>>; Anita Cruz

<<u>Anita.Cruz@gsadoa.guam.gov</u>>

Subject: RE: REQUEST FOR QUOTE EMERGENCY PROCUREMENT

Importance: High

Hello Valerie

Just needed clarification on Wyndham Gardens offer

1. Quarantine Facility - how many rooms is being offered.

Rooms being Offered: 144

2. Quarantine Facility – Is the offer of \$110.00 (1 person) + $$30.00 (2^{nd} person)$, + $$30.00 (3^{rd} person)$

Clarification is the 2^{nd} and 3^{rd} person on top of the \$110.00 (1 person) = \$170.00 [\times] Yes, \$170.00 for 3 persons [] No,

3. Hotel Isolation Facility - How many rooms is being offered.

Rooms being Offered: 48 - Days Inn

4. Medical Staff Lodging - How many rooms is being offered.

Rooms being Offered: 144

For the Occupied Room Rate - Clarification on the price offered.

The \$75.00 (2 pax) / \$99.00 (1 pax with meals) – Clarification is the \$75.00 for 2 persons with meals

[] Yes, \$75.00 for 2 persons with meals

[\times] No, \$75 is room rate only for 2 people, no meals. Should you wish for meals it is \$99 for 1 person with meals (+ \$30 for a 2^{nd} person with meals).

Your quick response will be greatly appreciate. I will be standing by for your response.

Anita

From: valerie.blas@wgguam.com <valerie.blas@wgguam.com>

Sent: Friday, May 15, 2020 3:10 PM

To: gsaprocurement < gsaprocurement@gsadoa.guam.gov>

Cc: 'Sunardi Li' < sli@wgguam.com >; Anita Cruz



GENERAL SERVICES AGENCY DEPARTMENT OF ADMINISTRATION GOVERNMENT OF GUAM

> 148 Route 1 Marine Drive Pili Guam 96925

幸全 COMPACTAO.

TRAN CODE

THIS PURCHASE ORDER NUMBER

No. P206E00311

MUST APPEAR ON ALL POVOICES PACKING RUPS, FACKAGES BY COMMISSION DENCE FILE

ICR ORDER NO OBJCE 5/16/2029 028020025230

DOCUMENT NUMBER

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AUTHORBY

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* 41 740H IS. COMATIONS VA

TO: WYNDHAM GARDEN GUAM SENTRY HOSPITALITY CORF. 240 YPAO ROAD TAMUNING, GU 96913 Telephone: 671 646-3060 Fax: 671 646-3059

Email: NDEURASTROGWGGUAM.COM

** MAINTON NO

CONSISTER DESTRICTION & MARKING VENDOR W0011287 DOVERNORS OFFICE H

EXPIDING

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TAME FOR DELIVERY

SEE BELOW

山樹 野椒素 莊

F.O. BOX 295) HAGAINA, GU 96932-0000

COVID-19 MANDATORY QUARANTINE

100000.00 p200290165

DISCOUNT TERMS:

APPROVED OF SERVICES

THIS FURTHASE ORDER IS ISSUED TO COVER THE COST FOR: QUARANTIME FACILITY IN PESFONSE TO GOVERNEMENT OF GUAM IN ORDER TO UTILIZE AND ROF VEILTORY HOUR BECERTER CIVIL 19 FOR 14 DAY MAMADADGET QUARANTINE FOR ARRIVING FASSENGERS FROM A COUTT 19 AFFECIED AREAS.

IC ES IRAWN ON AM AS NEEDED BASIS COMMENCING UPON RECEIFT OF FURCHASE ORDER AND EXPIRING ON 8/16/20 OR OPON ENHAUSTION OF FUNDS WHICHEVER OCCURS FIRST.

QUARANTINE PATE: EST. 144 RMS. \$110.00 PER DAY (1 PERSON)

NOTE:

THE GOVERNMENT OF GUAM WILL NOT BE RESPONSIBLE FOR 'UNAUTHORIZED' PURCHASES OR SERVICES. Note: Amounts due this Purchase Order may be off set for momies due the of Guam inclusive of but not limited to taxes, fees, and returned checks other damages, penalties, and Attorney's fees, after failure to pay To be coordinated between the agenty and vendo

Government plus for accordingly

ALL LATE DELIVERIES AND ACCEPTANCES ARE SUBJECT TO THE LIQUIDATED DAMAGES CLAUSE IN SECTION

A. DO NOT FIT THIS ORDER

PRODUCT (1946年) 155年 (1946年) 155年 (1946年)

IF YOUR FOTAL COST EXCERCISED THE TOTAL

SPECIAL INSTRUCTION S TO YEADOR

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Control No.

SUMD CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACCOUNTS, DEPARTMENT OF ADMINISTRATION. COMERAINMENT OF GUART, N.O. BOX 68-1, ARGANA, GUART 96910.

RAYMENT IN THERTY (30) DAYS UPON RECEIPT OF MERCHANDISE IN GUART. IN GOOD CONFIDENT THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE.

€181 (9) (a) OF THE GAR.

* * The order is subject to the special provisions, and bid general terms and conditions specified on this bid S ON ALL ARE SHIPPENTS HAVE AREASCHT COMPANY CALL THIS NUMBER LIPON ARRIVAL OF GOODS

SIGNATURE: ADVANCE PAYMENT AUTHORIZATION

Claudia KAME Actalle

Contractor: Please supply promptly the above articles or services, all correspondence pertaining to this order including pryoices, shipping documents and packages must bear the purchase order number shown above. SEE REVERSE SIDE FOR PUBLIASE ORDER TERMS AND CONDITIONS

PAYMENT ENCLOSED L 1 OF 6

Chief Procurement Qfficer

ORIGINAL/VENDOR'S COPY

XXXXXXXXXXX



GENERAL SERVICES AGENCY DEPARTMENT OF ADMINISTRATION GOVERNMENT OF GUAM

> 148 Route 1 Marine Drive Pill Guam 96925

TRAN CODE

THIS PURCHASE ORDER NUMBER No. 9206E00311

MUST APTEAR ON AIL INVOICES PACKING SUPS PACKAGES 8/1 CLUMESPONDENCE

ICB ORDER NO OBJCL 5/16/2520 | 028020J2523**/**

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* AIR PREGRESS, CONTAIN SEPVIA

WYNDHAM GARDEN GUAK SENTRY HOSPITALITY CORP. 240 YPAO ROAD TAMUNING, GU 96913 Telephone: 671 646-3060 Fax: 671 646-3(59

Email: NDECAASTRO@WGGUAM.COM

CHERNIE DESIGNATION & MARKETE'S VENDOR W0011287 SOVERNORS OFFICE

EXPROPES

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P.O. BOX 2350 HAGATWA, GU 98932-0000

COVID-19 MANDATORY QUARANTINE

AUTHORITY 3113 A A MANAGON NO FF COMPACINO.

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CISCOUNT TERMS

APPRILES OF SERVICES OW 上接种的 LIMIT PINCE **植物树** COCUMENT NAMES BAC. +\$30.00 PER DAY 12ND PERSON 1\$30.00 PER DAY (280 PERSON) +11 HOTEL OCCUPANCY TAX ONLY QUARANICE BATE FOR INCOUTEDED HATEING (PRESERVE) ROOM: Pél. J. FER LAY NO BOTEL OCCUPANCY TAX OF BUSINESS TAX CHARGE. EACH ROOM TO BE PROVIDED WITH EHONE SERVICES FOR LOCAL CAILS CMIY; CLEANING SUFFLIES FOR EACH POOM SUCH AS DISINFECTANT SFRAY, TOILET BURSH, TOILET CLEANER AND 2 RAGS.

INCLUSIVE OF THE ATTACHED SPECIFICATIONS AND TERMS

NOTE:

THE GOVERNMENT OF GUAM WILL NOT BE RESPONSIBLE FOR 'UNAUTHORIZED' PURCHASES OR SERVICES. Note: Amounts due this Purchase Order may be off set for modies due the of Guam inclusive of but not limited to taxes, fees, and returned checks other damages, penalties, and Attorney's fees, after failure to pay To be coordinated between the agenty and vendot

ALL LATE DELIVERIES AND ACCEPTANCES ARE SUBJECT TO THE LIQUIDATED DAMAGES CLAUSE IN SECTION

Government plus for accordingly

SPECIAL INSTRUCTION S TO VENDOR

B. SEND CERTIFIED ORICHAE AND THREE (1) COMES OF INVOICE TO DISSION OF ACCOUNTS, DEPARTMENT OF ADMINISTRATION. GIVERNMENT OF GUAM, RO. BOX 884, AGANA, GUAM 96910.

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THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SEE.

4 THIS ORDER IS SUBJECT TO THE SPECIAL PROVISIONS, AND BID GENERAL TERMS AND CONDITIONS SPECIFIED ON THIS BID. * ON ALL AR SHIPVENTS HAVE AIR FREIGHT COMPANY CALL THIS NUMBER LYFON ARGINAL OF GOODS

CONTRACTOR: PLEASE SUPPLY PROMPTLY THE ABOVE ARTICLES OR SERVICES. ALL CORRESPONDENCE PERTAINING TO THIS ORDER INCLUDING INVOICES, SHIPPING DOCUMENTS AND PACKAGES MUST BEAR THE

ADVANCE PAYMENT AUTHORIZATION PAYMENT

Claudia ASME Actalle

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PUNCHASE ORDER NUMBER SHOWN ABOVE. SEE REVERSE SIDE FOR PURCHASE ORDER TERMS AND CONDITIONS

ENCLOSED [2 of 6

Chief Procurement, Officer

Control No.

IN GUAM.

ORIGINAL/VENDOR'S COPY

SIGNATURE

Digitally Approved on: 5/16/2020

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GENERAL SERVICES AGENCY DEPARTMENT OF ADMINISTRATION GOVERNMENT OF GUAM

> 148 Route 1 Marine Drive Pill Guam 96925

TRAN CODE

THIS PURCHASE ORDER NUMBER 9206E00311

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TO:

WYNDHAM GARDEN GUAM SENTRY HOSPITALITY CORF.

240 YPAO ROAD

TAMUNING, GU 96913

Telephone: 671 646-3060 Fax: 671 646-3659

IN AN IMPORTANT OF THE VIE

Email: NDETAASTRO9WGGUAM.COM

CONSIDERE DESIGNATION & MARRING. VENDOR Š

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GOVERNORS OFFICE F.O. BOX 2959

HAGAINA, GU 96932-0000

COVID-19 MANDATORY QUARANTINE

AUTHOFITY 3113

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FATRICK LEON GUERRYRO 687-6864		,				<i>i</i>	
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PAYMENT ENCLOSED L 3 OF 6

Claudia NAME Actalle

Chief Procurement, Officer

Control No.

ORIGINAL/VENDOR'S COPY

Digitally Approved on: 5/16/2020



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PURCHASE ORDER

GENERAL SERVICES AGENCY DEPARTMENT OF ADMINISTRATION GOVERNMENT OF GUAM

> 148 Route 1 Marine Drive Pdi Guam 96925

TRAN CODE

THIS PURCHASE ORDER NUMBER No. 9206E00311

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JOB ORDER NO OBJOL -028026025231

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5/16/2020 TO: CONTRACT THE STANDARD A SHOPLANCE VENDOR WYNDHAM GARDEN GUAM W0011287 GOVERNORS OFFICE * SENTRY HOSPITALITY CORP. 離 P.O. BOX 2350 240 YPAO ROAD MASATNA, GU 96932-0000 D TAMUNING, 30 96913 1) Telephone: 671 646-3060 Fax: 671 646-3659 Email: NDECAASTRO9WGGUAM.COM COVID-19 MANDATORY QUARANTINE 0 ON POINTING 春本 AUTHORITY 極拳 CENTRACTAO. TAME FOR DELIVERY OFFICIOUST TERMS: EXPRING SEE BELOW **点的位置多CF规能的档额** 4. 1. 3 CHAIL LAST.T 李明 成為於此時時 DOCUMENT MISSING for. MARIE QUENCA 459-4/43 FFNILLE CALVO 499-3581 MICHAEL TAICERON 929-1000 EMERGENCA PROCUREMENT FYERVIEVE OFFER RIGHT4 Approximate the control of the contr REE: DI GCA 19413 TUBLIC HEALTH EMERGENCY NOTE: THE GOVERNMENT OF GUAM WILL NOT BE RESPONSIBLE FOR 'UNAUTHORIZED' PURCHASES OR SERVICES. Note: Amounts due this Purchase Order may be off set for monies due the Government of Guam inclusive of but not limited to taxes, fees, and returned checks plus for other damages, penalties, and Attorney's fees, after failure to pay accordingly To be coordinated between the agenty and vendot ALL LATE DELIVERIES AND ACCEPTANCES ARE SUBJECT TO THE LIQUIDATED DAMAGES CLAUSE IN SECTION £101(9)(a) OF THE GAR. SPECIAL INSTRUCTION S TO VENDOR SENSE CERTIFIED ORICHAL AND THREE (3) COPES OF INVOICE TO DAYSON OF ACCOUNTS, DEPARTMENT OF ADMINISTRATION. A. DO NOT BUT THE ORDER GOVERNMENT OF GUAM, NO. BOX 884, ASANA, GUAM 94910. SYMENT IN THIRTY (31) DAYS UPON RECEPT OF MERCHANIDISE IN CHAM UN GOOD CONORPON 100000.00 H YOUR RHALCOST EXCHUSION DAYS LOSTAL THIS ORDER SUBJECT TO CONDITIONS ON REVENSE SIDE. E. 3 4 THIS CRIDER IS SUBJECT TO THE SPECIAL PROVISIONS, AND BID GENERAL TERMS AND CONDITIONS SPECIFIED ON THIS BID. 网络毛术 经净收款股票的 未取口 排除 医结核性 * ON ALL AR SHIPMENTS HAVE AIR PREIGHT COMPANY CALL THIS MUMBER LIPON ARRIVAL OF GOODS THE COURSE HAM AMERICAN THE IN CHIAM SIGNATURE: Contractor, please supply promptly the above abticles or services, all correspondence pertaining to this order including invokes, suppring obcuments and packages must bear the purchase order number shown above. ADVANCE PAYMENT MOTIVE MODELLY TIMANTYAS see reverse side for purchase order terms and conditions. ENCLOSED Claudia AAME Actalle Chief Procurement Afficer

Control No.

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4 OF 6

Digitally Approved on: 5/16/2020



GENERAL SERVICES AGENCY DEPARTMENT OF ADMINISTRATION GOVERNMENT OF GUAM

> 148 Route 1 Marine Drive Pill, Guarn 96925

> > W0011287

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TRAN CODE

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WYNDHAM GARDEN GUAM SENTRY HOSPITALITY CORE.

240 YPAO ROAD TAMUNING, GO 96913

Telephone: 671 646-3060 Fax: 671 646-3059

Email: NDECAASTRO@WGGUAM.COM

COMPLETE DESIGNATION & MARRING VENDOR

> GOVERNORS OFFICE F.D. BOX 2350

HAGATNA, GU 96932-0003

COVID-13 MANDATORY QUARANTINE

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5113 SEE BELOW ANTICLES OF BEILDINGS THAT PROCE DOCUMENT NUMBER BALL THIS OPSER IS SUBJECT TO THE FOLLOWING TERMS AND CONSISTIONS: 1. Acknowledgment copy of this order must be signed and returned advising approximate or definite skipping date. 2. To variation in any of the terms, fonditions, deliverses, prices, quantity, quality, or specification on this order, irrespective of the wording of the seller's acceptance, will: be effective without suyer's written consert. id. Eaching list must accompany each shipment, showing our order number, description and party secial number for each stem. 4. Chipments must be identified as "sartial" or "towelete". 5. Material is subject to buyer's inspection and approval within a reasonable time after delivery; if specifications are not met, saterial shall be returned at seller's expense. c. In connection with any prompt payment discount offered, time will be computed from date of delivery and acceptance at destination, or from the date the correct involce or voucher is received in the office specified by the Government of Guam, if the latter is later that date of delivery and acceptance. Payment is defined to be made, for the purpose of earning discount, on the date of the mailing of the check. 7. Cvershipments, unless specifically authorized, will not be accepted. 8. In connection with bid awards and contracts, this purchase order shall be governed by the Special Provisions and Bid General Terms and Conditions as specified. SPECIAL INSTRUCTION S TO VEHDOR A. DO NOT BUT THIS ORDER B. SEMD CERTIFIED ORICINAL AND THREE (3) COPIES OF INVORTE TO DISSION OF ACCOUNTS, DEPARTMENT OF ADMINISTRATION. GOVERNITH OF GUAIN, BOL BOX 884, AGAINA, BUAIN 96910. PAYMENT BY THIRTY (10) DAYS UPON RECEIPT OF MERCHANDISE IN GUAIN, BY GOOD CONDITION 100000.00 H YOUR TOTAL CLYST Except they logat THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE. **建心**还是有关的4.46的空间,这种心理自由的时间

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Claudia MAME Actalle

Chief Procurement Officer

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Control No.

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5 OF 6

FACE

SIGNATURE:

Digitally Approved on: 5/16/2020

Anita Cruz

From:

Anita Cruz

Sent:

Friday, May 15, 2020 9:53 AM

To: Cc:

'guestservices@wgguam.com'

Subject:

gsaprocurement; Anita Cruz REQUEST FOR QUOTE EMERGENCY PROCUREMENT

Attachments:

Q200280164 - RFQ20001593 - To WYNDHAM GARDEN GUAM - Assigned to

GSACRUZA - 5-15-2020 9 31 58 AM.pdf; REQ - Requisition Supporting Documents for Requisition Q200280164 - ATTACHMENT TO RFQ - SPECIFICATION AND TERMS

CONDITIONS.pdf

PLEASE RESPOND TO THE REQUEST FOR QUOTE WITH A "QUOTE" OR "NO QUOTE". THIS IS AN EMERGENCY PROCUREMENT RESPONSE IS REQUIRED BY 3:00 pm MAY 15, 2020. THANK YOU FOR YOUR ATTENTION





Anita Cruz General Services Agency (GSA) 148 Route 1 Marine Corps Drive Piti, Guam 96915

Tel: 475-1713 / Fax: 475-1727

Re: Requisition # Q200280164, RFQ 20001593 - Q20-0280-164

On behalf of the Sentry Hospitality Corporation, doing business as Wyndham Garden Guam and Days Inn, we are submitting the following quotation in reference to the following RFQ's received Friday, May 15, 2020:

- Q20-0280-164 Quarantine Facilities
- Q20-0280-165 Isolation Facilities
- Q20-0280-166 Medical Staff Lodging

Q20-0280-164 Quarantine Facilities

Wyndham Garden Guam can supply 144 fully furnished guest rooms with kitchenette and an occupancy of up to three guests per room with 24-hour front desk support. We are submitting the following for Quarantine Facilities at the Wyndham Garden Guam:

Option 1

Occupied Room Rate:

\$110 for 1 person (additional \$30 for 2^{nd} person, and +\$30 for 3^{rd} person), per night

Inclusive of the following:

- Three nutritious daily boxed meals (with tailored meals meeting dietary or special requirements).
- Fresh linen services (bed sheets and towels) delivered to guest room once a week.
- Personal laundry service of up to 10 pounds per person, per week.
- Daily cleaning supplies (disinfectant spray, toilet brush, toilet cleaner, two rags). Vacuum and other reasonable cleaning necessities upon request.
- Decontamination of guest rooms upon check-out of a positive tested Coronavirus quarantine guest.

Unoccupied Holding (Reserve) Room Rate:

\$65 per night

Option 2

The same rates as Option 1 applies for Occupied and Unoccupied rooms with a guarantee of 144 rooms nightly.

Q20-0280-166 Medical Staff Lodging

Wyndham Garden Guam can supply 144 fully furnished guest rooms with kitchenette and an occupancy of up to two guests per room with 24-hour front desk support. Facilities also include a 24-hour fitness center, coin operated laundry room, pool and outdoor relaxation areas. We are submitting the following for Medical Staff Lodging at the Wyndham Garden Guam:

Occupied Room Rate:

\$75 per night (up to 2 pax) \$99 per night with 3 meals a day for 1 person (+\$30 for 2nd person)

Unoccupied Holding (Reserve) Room Rate:

\$65 per night

Above rates are subject to the conditions below based on the Specifications set forth in accordance to RFQ20001593:

Conditions:

- 1. All rooms are fully furnished with a kitchenette that includes microwave, marble counter top with sink, refrigerator and hot pot; flat screen tv with cable, dining area, complimentary local calls, and individual air conditioning units per room for guest safety.
- 2. Maximum 3 people (adults or child) on existing bedding in Quarantine Facilities and maximum 2 adults in the Medical Staff Lodging.
- 3. Bottle water/beverages is not provided as part of the meals or in the rooms and not included in this quotation.
- 4. Standard hotel Wi-Fi and local calls are included at no cost for each guest room.
- 5. In the event of a positive tested guest, the guest room will be vacated for 7 to 10 days in accordance with CDC guidelines for decontamination and cleaning before a new guest is placed. The 7-10 days will be charged under the Unoccupied Holding (Reserve) Room Rate. This will ensure the room is properly decontaminated and sanitized prior to the next usage.
- 6. Clean linen and towels will be provided once a week for either Quarantine or Medical contracts.
- 7. Under Option 1 for Quarantine Facilities, all "out of pocket", guests placed by the government (regardless of residency, employment status, federal government, U.S. Armed Forces or dependents, or the like) will be billed directly to GSA. GSA will receive "out of pocket" payment by self-paying guests directly.
- 8. Hotel Occupancy Tax and Business Privilege Tax will be added on top of the hotel's quotation unless the RFQ awardee is exempt from such taxes.

Q20-0280-165 Isolation Facilities

Days Inn can provide 48 individual guest rooms with queen, king or two double queens for a maximum occupancy of 4 people in a room, providing the perfect accommodation for families. We are providing the following quotation for Days Inn for the lease of the entire facility of 48 rooms for positive guest placement.

Occupied Room Rate:

\$125 for 1 person (additional \$30 for 2^{nd} person, +\$30 for 3^{rd} person, and +\$30 for 4^{th} person), per night

Inclusive of the following:

- Three nutritious daily boxed meals (with tailored meals meeting dietary or special requirements).
- Fresh linen services (bed sheets and towels) delivered to guest room once a week.
- Personal laundry service of up to 10 pounds per person, per week.
- Daily cleaning supplies (disinfectant spray, toilet brush, toilet cleaner, two rags). Vacuum and other reasonable cleaning necessities upon request.
- Decontamination of guest rooms upon check-out of a positive tested Coronavirus quarantine guest.

Unoccupied Holding (Reserve) Room Rate:

\$69 per night

Above rates for Days Inn Isolation Facilities are subject to the conditions below based on the Specifications set forth in accordance to RFQ20001593:

Conditions:

- 1. Due to the nature of the guests, all 48 rooms will need to be leased on a nightly basis.
- 2. All rooms are fully furnished with either a king, queen or 2 queen beds, microwave, refrigerator, flat screen tv with cable, balcony for fresh air, complimentary local calls, and individual air conditioning units per room for guest safety.
- 3. Maximum 4 people (adults or child) on existing bedding.
- 4. Bottle water/beverages is not provided as part of the meals or in the rooms and not included in this quotation.
- 5. Standard hotel Wi-Fi and local calls are included at no cost for each guest room.
- 6. After guest checks out, the guest room will be vacated for 7 to 10 days in accordance with CDC guidelines for decontamination and cleaning before a new guest is placed. The 7-10 days will be charged under the Unoccupied Holding (Reserve) Room Rate. This will ensure the room is properly decontaminated and sanitized prior to the next usage.
- 7. Hotel Occupancy Tax and Business Privilege Tax will be added on top of the hotel's quotation unless the RFQ awardee is exempt from such taxes.

Our family of hotels, the Wyndham Garden Guam and Days Inn, have been working tirelessly since day one in support of the efforts to mitigate the Novel Coronavirus Covid-19 from spreading throughout Guam. It was not easy to adjust to the needs of this unprecedent pandemic, but we were able to successfully set benchmarks for housing quarantine guests, which were then used as guidelines to quarantining the U.S.S. Theodore Roosevelt at other island hotels. Plus, we know it is not easy for guests to be quarantined and have taken the initiative to cheer them up with weekly care packages throughout their stay from donuts, Infusion Coffee, pizza, snacks and more. Medical staff also received sweet treats

along with heart felt messages that we collected from students and our employee kids to show our appreciation for their heroic deeds.

We are highly confident in our ability to maintain government safety standards while meeting the quarantine, medical or isolation requirements. The safety of our island community is our utmost priority.

We trust our quotation meets your needs for isolation at Days Inn and Quarantine or Medical Facilities at Wyndham Garden Guam. Should you have any questions or would like to inspect our facilities, please contact me or Valerie Blas at 483-3092 or Valerie.blas@wgguam.com. Thank you for your consideration, we look forward to your reply.

Sincerely,

Sunardi Li President

Sentry Hospitality Corporation, dba:

Cell: 777-4764

Email: sli@wgguam.com

Wyndham Garden Guam 240 Ypao Road Tamuning, Guam 96913

Tel: 646-3060 / Fax: 646-3059

Days Inn 155 Ypao Road Tamuning, Guam 96913

Tel: 646-3297 / Fax: 646-3298

PERLAS COURTE HOMEOWNERS ASSOC. PRICE QUOTATION

HOTEL NON-CONGREGATE SHELTERS

Specification: Revised 5/12/20

1. HOTEL QUARANTINE FACILITY. 14 days mandatory quarantine for all arriving passengers from a COVID-19 affected area. Quarantine operations, require 154 ± 17 rooms.

OPTION 1

- Open purchase order for fully furnished utilized rooms to include meals and laundry services.
- Any non-resident individual traveling to Guam for reasons other than performance of essential governmental service functions, including, but not limited to tourists and nonresident family members will be required to pay 14 days quarantine out of pocket.
- Any member of the federal government or U.S. Armed Forces to include dependents traveling to Guam on official orders will be required to pay out of pocket.

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OPTION 2 - Lease the entire facility. Holding fee will be paid for unut than the room rate to include meals and laundry services	ilized rooms at a rate less
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2. HOTEL ISOLATION FACILITY. Isolation of asymptomatic future isolation operations, will require 36 ± 11 rooms for surg	c COVID-19 positive patients. For ge.
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Quarantine Facility - From Floor to Wing

Isolation Facility - From Floor to Wing

Medical Staff Lodging - From Floor to Wing

Hotel rooms must include daily cleaning supplies (i.e. disinfectant spray, toilet brush, toilet cleaner, and two (2) rags).

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Specification: Revised 5/12/20

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Hotel rooms must include daily cleaning supplies (i.e. disinfectant spray, toilet brush, toilet cleaner, and two (2) rags).

PLEASE RESPOND BACK WITH QUOTE OR NO QUOTE SIYU'US MA'ASE

REQUEST FOR QUOTATION

NO QUOTE

BUYER : Cruz, Anita T - GSA TELEPHONE: 475-1713 . FAX NO.: 475-1727

Please respond as soon possible Requisit	ion Number: Q200280164	Date:		
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PLEASE RESPOND BACK WITH QUOTE OR NO QUOTE SIYU'US MA'ASE

REQUEST FOR QUOTATION

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Please respond as soon possib but no later than: 5/15/2020	REQ #: R	FQ20001593	•			Date: 5/12/202
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PLEASE RESPOND BACK WITH QUOTE OR NO QUOTE SIYU'US MA'ASE

REQUEST FOR QUOTATION

BUYER	:	Cruz,	Anita	ı T			- GS2
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PLEASE RESPOND BACK WITH QUOTE OR NO QUOTE SIYU'US MA'ĀSE

REQUEST FOR QUOTATION

BUYEK	:	Cruz,	Anita	T		-	- GS <i>I</i>
TELEPHONE		475-17	713	FAX	NO.	475-170	27

Please respond as soon possil but no later than: 5/15/202			200280164		•	ate: 5/12/2020
VENDOR: PERLAS COURTE HOME PO097932 AND THE OFFICE OF GENERAL, 287 WEST HAGATNA, GU 96910	THE ATTORNEY! A O'BRIEN DR. I	and terms b	ased on f Isted bel	.O.B. DESI	INATI	ION FOR
Phone (671) 646-7257 Fax (67	1) 646-7257					
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PLEASE RESPOND BACK WITH QUOTE OR NO QUOTE SIYU'US MA'ASE

REQUEST FOR QUOTATION

BUYER : Cruz, Anita T - GSA TELEPHONE: 475-1713 FAX NO.: 475-1727

Please respond as soon possible Requisition Nur but no later than: 5/15/2020 RFQ #: RFQ2000:	***
GENERAL, 287 WEST O'BRIEN DR. THE	SE FURNISH PRICE QUOTE, DELIVERY TIME TERMS BASED ON F.O.B. DESTINATION FOR TEMS LISTED BELOW. PLEASE RESPOND BY ABOVE DATE.
Phone (671) 646-7257 Fax (671) 646-7257	
Quoted by Print/Signature: Quoted Quoted	Date: Phone Number:
· · · · · · · · · · · · · · · · · · ·	the foregoing bid is genuine and that s, that they are fully aware and is in
** Delivery Date Offered: compliance with T	itle 5 G.C.A. Chapter 5 - 5801 and 5802 n, and that the attached is the most
Terms: recent issued by	J.S. D.O.L. for the positions required required service as per the following penalty of perjury, I certify that the
1. Offering Recycle Products ()YES () NO 2. Offering Biodegradable Products () YES () Please separate your offer of recyclable and/or from regular products.	
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PLEASE RESPOND BACK WITH QUOTE OR NO QUOTE SIYU'US MA'ÂSE

REQUEST FOR QUOTATION

BUYER : Cruz, Anita T - GSA TELEPHONE: 475-1713 FAX NO.: 475-1727

Please respond as soon possible Requisition Num	ber: Q200280164 Date:
but no later than: 5/15/2020 RFQ #: RFQ20001	593 5/12/2020
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** Delivery Date Required: The party making t	he foregoing bid is genuine and that
	, that they are fully aware and is in
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· · · · · · · · · · · · · · · · · · ·	, and that the attached is the most
	J.S. D.O.L. for the positions required
	equired service as per the following
Prices good for: Days ! specification.	
	enalty of perjury, I certify that the
facts stated above	
Signature	Date:
1. Offering Recycle Products ()YES () NO	
2. Offering Biodegradable Products () YES () N	
Please separate your offer of recyclable and/or	biodegradable products
from regular products.	
THIS IS NOT A	N ORDER
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MEDICAL STAFF LODGING	



PURCHASE ORDER

GENERAL SERVICES AGENCY DEPARTMENT OF ADMINISTRATION GOVERNMENT OF GUAM

> 148 Route 1 Marine Drive Plil, Guam 96926

TRAN CODE

THIS PURCHASE CHAPER HUMBER

No. P206E00342

MUST APPEAR ON ALL INVOICES FACKING SLIPS, PACKAGES, B/L, CORRESPONDENCE ETC.

CAIL JOB GROEF NO. 5/27/2020 028020025230

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TO:

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VENDOR B0012601 CONSIGNEE DESINATION & MARKING

GOVERNORS OFFICE P.O. BOX 2950

HAGATNA, GU 96932-0000

Telephone:

Email: CRISTI@BCCNMI.COM

BRIDGE AINA LE'A, LLC

PMB 29 BOX 19901

SAIPAN, MP 96950

COVID-19 MANDATORY QUARANTINE

40000.00 p200280182

AUDICIONIS

拳拳 INVITATION NO.

李章 CONTRACT NO.

Fax:

IME FOR DELIVERY SEE BELOW

EXPIRING

OSCOUNT TERMS:

THIS PURCHASE ORDER IS ISSUED TO COVER THE COST FOR SECURED LCCGING FOR MEDICAL STAFF. HOUSING STAFF WHO HAVE SUSTAINED INFRACTIONS WITH COVID-19 POSITIVE PATIENTS

KEDICAL STAFF EST. 13 ROOMS OCCUPIED: \$100.00 (FOR THREE BEDROOMS)

UNOCCUPIED (RESERVED) ROOMS \$100.00 (FOR THREE BEDROOMS)

TO BE DRAWN ON AN AS NEEDED BASIS COMMENCING UPON RECEIPT OF PURCHASE ORDER AND EXPIRING ON 8/16/20 OR UPON EXHAUSTION OF FUND WHICHEVER OCCURS FIRST.

NOTE:

THE GOVERNMENT OF GOAM WILL NOT BE RESPONSIBLE FOR UNAUTHORIZED! PURCHASES OR SERVICES. Note: Amounts due this Purchase Order may be off set for mobies due the of Guam inclusive of but not limited to taxes, fees, and returned checks other damages, penalties, and Attorney's fees, after failure to pay ALL LATE DELIVERIES AND ACCEPTANCES ARE SUBJECT TO THE LIQUIDATED DAMAGES 6101(9)(a) OF THE GAR.

Government plus for accordingly CLAUSE IN SECTION

DO NOT FILL THIS ORDER

IF YOUR TUTAL COST EXCEEDS THIS TOTAL MART CHANGE AND RETAIN

SPECIAL INSTRUCTION S TO VENDOR:

SEMP CERTIFIED ORIGINAL AND THREE (3) COPIES OF INACECE TO DINSION OF ACCOUNTS, DEPARTMENT OF AUMERISTRATION: B. SAPP CONTROL OF GUAN, NO. BOX 884, AGANA, GUAN 18916.

C. PAYNENT OF GUAN, NO. BOX 884, AGANA, GUAN 18916.

D. THIS CROER SUBJECT TO CONDITIONS ON REVERSE SIDE.

E. * * THIS CROER SUBJECT TO THE SPECIAL PROMISIONS, AND BID GENERAL TERMS AND CONDITIONS SPECIFIED ON THIS RID.

F. * ON ALL AR SHIPPIENTS HAVE AIR FREIGHT COMPANY CALL THIS NUMBER UPON ARRIVAL OF GOODS IM CI IAM

> ALIVANCE PAYMENT AUTHORIZATION

> > Claudia Same Actalle

Curtractor: Please Supply Promptly the Aboye articles or Srayics. All Correspondence Pertaining to this order including Hydics. Shipping documents and packages must dear the Purchase order humber shown aboye. SEE REVERSE SIDE FOR PURCHASE ORDER TERMS AND CONDITIONS.

PAYMENT ENCLOSED TOF

XXXXXXXXXXX

Chief Procurement Officer

SIGNATURE.



PURCHASE ORDER

GENERAL SERVICES AGENCY DEPARTMENT OF ADMINISTRATION GOVERNMENT OF GUAM

> 148 Route 1 Marine Drive Piti. Guam 96928

TRAN CODE

THIS PURCHASE ORDER NUMBER No. P206E00342

MUST APPEAR ON ALL INVOICES PACKING SLIPS, PACKAGES BAL, CORRESPONDENCE ETC.

5/27/2020 028020025230

JOB ORDER NO.

230

TO:

EO.B.

R AIR FREIGHT IEL CONTACT SHIP VIA

PREPAREMENT DEPEND CIMERELAS REMARKE DEM ON INVOXE

VENDOR B0012601 CONSIGNEE, DESTINATION & MARKING

GOVERNORS OFFICE P.O. BOX 2950

HAGATNA, GU 96932-0000

Telephone: .

Email: CRISTI@BCCNMI.COM

rax:

COVID-19 MANDATORY QUARANTIME

事率 INVITATION NO.

BRIDGE AINA LE'A, LLC

PMB 29 BOX 10001

SAIPAN, MP 96950

學者 CONTRACT NO.

TIME FOR DELIVERY SEE BELOW

EXPIRING

DISCOUNT TERMS:

AUTHORIZED PERSONNEL: CHARLES ESTEVES 687-4821 MARIE QUENGA 489-4742

INCLUSIVE OF THE ATTACHED:

- 1. SPECIFICATIONS
- 2. TERMS AND CONDITIONS

EMERGENCY PROCUREMENT EXECUTIVE ORDER, 2020-04 RELATIVE TO COVID 19 REF: 10 GCA 19 403 FUBLIC HEALTH EMERGENCY

THE GOVERNMENT OF GUAM WILL NOT BE RESPONSIBLE FOR 'UNAUTHORIZED' FURCHASES OR SERVICES. Note: Amounts due this Purchase Order may be off set for modies due the Government of Guam inclusive of but not limited to taxes, fees, and returned checks plus for other damages, penalties, and Attorney's fees, after failure to pay accordingly ALL LATE DELIVERIES AND ACCEPTANCES ARE SUBJECT TO THE LIQUIDATED DAMAGES CLAUSE IN SECTION 6101(9)(a) OF THE GAR.

SPECIAL INSTRUCTION 5 TO VENDOR:

- B. SEND CERTIFED ORIGINAL AND THREE (B) COPIES OF INVOICE TO DIVISION DE ACCOUNTS. DEFARTMENT OF ADMINISTRATION, GOVERNMENT OF GUAM, NO. BOX 884, AGAMA, GUAM 74910.

 C. RYMENT IN THREY (20) DAYS UPON RECEIPT OF MERCHANDE IN GUAM IN GOOD CONDITION.

 D. THE ORIGINAL SUBJECT TO CONDITIONS ON REVERSE SIDE.

 E. 9 # THE ORIGINAL SUBJECT TO THE SPECIAL PROVISIONS, AND BID GENERAL TERMS AND CONDITIONS SPECIFIED ON THIS BID.

E. # ON ALL AIR SHPMENTS HAVE AIR FREIGHT COMPANY CALL THIS NUMBER UPON ARRIVAL OF GOODS

SIGNATURE:

ALMANCE PAYMENT AUTHORIZATION

ENCLOSED 2 OF

40000.00

DO NOT FILL THIS OROSE IF YOUR TOTAL COST EXCEEDS THIS TOTAL

BASSET CHANGES AND ACTURN

Contractor, please supply promptly the above reticles or services. All correspondence pertaining to this order including invoices, shipping documents and packages must dear the purchase goden humber shown aboye. See reverse side for purchase order terms and conditions.

Claudia NAME Actalle

Chief Procurement Officer



PURCHASE ORDER

GENERAL SERVICES AGENCY DEPARTMENT OF ADMINISTRATION GOVERNMENT OF GUAM

148 Route 1 Marine Drive Pill, Guam 96925 TRAN CODE

THIS PURCHASE ORDER NUMBER No. P206E00342

MUST APPEAR ON ALL INVO PACKING SUPS, PACKAGES CORRESPONDENCE ETC.

JOB ORDER NO. 5/27/2020 02802002523

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NO:

BRIDGE AINA LE'A, LLC

PMB 29 BOX 10001 SAIPAN, MP 96950

Telephone: Email: CRISTISBCCNMI.COM

VENDOR

B0012601

GOVERNORS OFFICE P.O. BOX 2950 HAGATNA, GU 96932-0000

CONSIGNEE, DESTINATION & MARKING

COVID-19 MANDATORY QUARANTINE

AUTHORITY 3113

水体 (NYITATION NO.

WW CONTRACTING

TIME FOR DELIVERY SEE BELOW

EXPIRING

DECOUNT TERMS

THIS CROER IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS: 1. Acknowledgment copy of this order must be signed and returned advising approximate or definite shipping date. 2. No variation in any of the terms, conditions, deliveries, prices, quantity, quality, or specification on this order, irrespective of the wording of the seller's acceptance, will be effective without buyer's written consent. 3. Packing list must accompany each shipment, showing our order number, description and part serial number for each item. 4. Shipments must be identified as "PARTIAL" or "COMPLETE". 5. Material is subject to buyer's inspection and approval within a reasonable time after delivery; if specifications are not met, material shall be feturned at seller's expense. 6. In connection with any prompt payment discount offered, time will be computed from date of delivery and acceptance at destination, or from the date the correct involce or voucher is received in the office specified by the Government of Guym, if the latter is later that date of delivery and acceptance. Payment is deemed to be made, for the purpose of earning discount, on the date of the mailing of the check. 7. Overshipments, unless specifically authorized, will not be accepted.

B. JENIO CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACCOUNTS, DEPARTHENT OF ACRIMENTATION:

Special Provisions and Bid General Terms and Conditions as

GOVERNMENT OF GUAM, P.O. BOX 884, AGANA, GUAN 96910. PATMENT IN THRITY (30) DAYS UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONSTITION. THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE.

D. THE ORDER SUBJECT TO CONDITIONS ON REVERSE SIZE.

E. ** THIS ORDER IS SUBJECT TO THE SPECIAL PROVISIONS, AND HIS GENERAL TRANS AND CONDITIONS SPECIALD ON THIS HID.

F. & DN ALL AR SHIPMENTS HAVE ARE FREIGHT COMPANY CALL THIS NUMBER LIPON APPLYAL OF GOODS IN CLIAM.

ADVANCE PAYMENT AUTHORIZATION PAYNEMIT

40000.00

Claudia Am Achalle Chief Procurement Officer

A. DO NOT FILL THIS ORDER

IF YOUR TOTAL COST

DALEEDS THIS TOTAL.

KIND CHANCE AND RETURN

THIS ORDER FOR AMENDMENT.

Contractor: Please supply promptly the above articles or services. All correspondence pertaining to this order including infunces, shipping documents and fackages must hear the purchase order number shown above. See reverse side for purchase order terms and conditions.

ENGLOSED 3 OF

8. In connection with bid awards and contracts, this purchase order shall be governed by the



BRIDGE AINA LE'A, LLC

PMB 29 BOX 10001

SAIPAN, MP 96950

PURCHASE ORDER

GENERAL SERVICES AGENCY DEPARTMENT OF ADMINISTRATION GOVERNMENT OF GUAM

148 Route 1 Marine Drive Piti, Guam 96725

TRAN CODE

THIS PURCHASE ORDER NUMBER No. 9206E00342

MUST APPEAR ON ALL INVOICES PACKING SUPS, PACKAGES, B/L CORRESPONDENCE FTC.

JOB ORDER NO. 5/27/2020 028020025230 230

TO:

AIR FREIGHT TEL CONTACT (BLIP VIA:

CHANGE WILLIES SEARCH COMMUNICATION OF THE TOTAL STATES.

VENDOR B0012601

GOVERNORS OFFICE P.O. BOX 2950 HAGATNA, GU 95932-0000

CONSIGNEE, DESTINATION & MARKING

Telephone:

Fax: Email: CRISTI@BCCNMI.COM

ON ALL AIR SHIPHENTS HAVE AIR FREIGHT COMPANY CALL THIS NUMBER UPON ABRIVAL OF GOODS

CONTRACTOR: PLEASE SUPPLY PROMPTLY THE ABOVE ARTICLES OR SERVICES, ALL CORRESPONDENCE PTETAINING TO THIS ORDER INCLUDING INVOICES, SRIPPING DOCUMENTS AND PACKAGES MUST BEAR THE PLACHASE ORDER HUMBER SHOWN ABOYE.
SEE REYERSE SIDE FOR PURCHASE ORDER TERMS AND CONDITIONS.

COVID-19 MANDATORY QUARANTINE

ON MORNING ## 3113

事業 GONTRACT NO.

TIME FOR DELIVERY SEE BELOW

EXPIRING

DISCOUNT TERMS:

Chief Procurement Afficer

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· :		÷	VENDOR ACKNOWLEDGMEN		
*		* .	RETURN TO SUPPLY MANAGEMENT DIVISION		
		*	DATE OF RECEIPT OF THIS ORDER 5/27/2020		
:		*	SIGNATURE MAN BANK		
		*	* * * * * * * * * * * * * *	* * *	
. ;		4.			
-		*	RECEIVING REPORT COPY	***	
-		*	I CERTIFY THE ABOVE ARTICLES AND/OR SERVICES HAVE	Parasure sussesses	
		*	RECEIVED AND/OR RENDERED AND THE SAME HAS BEEN IN	SPECTED	
		*	AND ACCEPTED EXCEPT AS OTHERWISE NOTED HEREIN.		
		*			
		*	DATE RECEIVED: SIGNATURE:		
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D.	THIS ORDER SUBJECT	RUCE	ONDITIONS ON REVERSE SIDE. TO THE SPECIAL PROMISIONS, AND BID GENERAL TERMS AND CONDITIONS SPECIFIED ON THIS BID.	TOTAL 1	Profesi Charages and alterna

ADVANCE BAYMENT AUTHORIZATION PAYMENT ENCLOSED

* 4 OF

SIGNATURE:

Claudia Name Actalle

Lourdes A. Leon Guerrero Governor

GENERAL SERVICES AGENCY (Ahensian Setbision Hinirat)

Government of Guam

148 Rt. 1 Marine Corps Dr. Piti Guam 96915 Ph. 475-1707/ 1720 Fax: 475-1727/472-4217

Email: gsaprocurement@gsadoa.guam.gov

Edward M. Birn Director, DOA

Edith C. Pangelinan Deputy Director, DOA

Joshua F. Tenorio

Lt. Governor

5/27/2020 ISSUE DATE

VENDOR: PERLAS COURTE HOMEOWNERS ASSN. AND THE OFFICE OF THE ATTORNEY GENERAL, 297 WEST O'BRIEN DR. HAGATNA, GU 96910

Amendment No.: 2020000001

VENDOR NO.: P0097932 PHONE: 671 646-7257 FAX: 671 646-7257 EMAIL:

SUBJECT: Purchase Order No. P206E00334 Dated 5/25/2020 Document No. Q200280182

In reference to the above subject matter, please take the following action(s) upon receipt of this Pro Forma letter. (X) marked in the box opposite the action, is/are the actions to be taken:

1	}	Cancel	in	its	entirety
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-) The substitute item(s) is/are acceptable, proceed with the shipment
-) Cancel the balance and consider the order complete
-) Please ship VIA; A.P.P., Ocean Freight, P.P., Book Post
- (X) Others: (as stated bolow)

CANCEL IN ITS ENTIRETY DUE TO WRONG VENIXOR NAME AND NUMBER

** NOTE: AMENDMENT CHANGES D/O VALUE. ** Your immediate action in this matter is requested.

Singerely yours

Claudia S. Acfalle

Chief Procurement Officer

Please fax or email back to GSA

ACKNOWLEDGMENT COPY

(PLEASE PRINT)

Received by:

Date:

Vendor Name:

COMMITTED TO EXCELLENCE

Fax: 671-472-4217

Email: gsaprocurement@gsadoa.guam.gov

COMMITTED TO EXCELLENCE

Statement of Leased Premises and Services to be Performed.

- A. This Agreement ensures Hotel will lease fully furnished hotel rooms with 24 hours supervision/service for all persons subject to the GHS OCD's quarantine orders to GHS/OCD for the entire term of this Agreement and any renewals or extensions thereof.
- B. Hotel shall provide regular linen and towel service for all persons quarantined at the facility. These linens and towels shall be professionally laundered/cleaned per CDC guidelines as they pertain to COVID-19.
- C. Hotel agrees to provide basic house-keeping supplies for all areas of the facility
- D. Hotel agrees to maintain and promptly address any concerns arising out of the physical facility, including but not limited to, air conditioning units, plumbing issues, and furniture.
 - E. Hotel shall provide quarantined persons with
 - N/A a. Deliver palatable quality food to all quarantined persons at the facility.

 Food services must meet all applicable federal and local guidelines, laws, and regulations and meet the guidelines prescribed herein.
 - N/A b. Provide an efficient system whereby occupants receive meals that provide proper nutrition and meet specific dietary needs of individual medical conditions, religious requirements or management plans.
 - N/A c. Provide nutritions meals to quarantined person three (3) times a day, seven (7) days a week.
 - F. Hotel shall furnish at its own expense, all proper and adequate equipment, materials, labor, personnel, and supplies necessary to provide the Leased Premises and perform the Services in a safe, professional, workmanlike and diligent manner, and shall provide and have available at all times for use by its employees engaged in the performance of such services all safety equipment and appliances needed for maximum protection of its employees and other persons against injuries.

II. Term of Agreement.

- A. Effective Date. This Agreement shalt be effective starting May 25, 2020 GHS OCD shall not be responsible for any services prior to that date, and HOTEL warrants that no services shall be performed under this Agreement prior to the effective date.
- B. Initial Term. The Initial Term of this Agreement shall begin immediately on the effective date and shall end on <u>August 16</u>, 2020



- C. Renewal Terms. At the option of GHS OCD, and as agreed to by the Hotel, this Agreement may be renewed for ten (10) additional one (1) month periods, subject to wage and benefit compliance and the appropriation, allocation and availability of funds (each being a "Renewal Term"). Upon expiration of the Renewal Term, this Agreement shall expire, unless sooner terminated.
- D. Decontamination Period. Upon expiration of the Initial Term or any subsequent renewal term (whichever is later), GHSIOCD shall be allowed a decontamination period to last fifteen (15) days, at no cost to GHSIOCD, for the sole purpose of cleaning the facility per CDC guidelines.

III. Compensation.

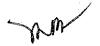
- A. Compensation. Compensation for Services: Hotel shall receive compensation based on the following formula: FULLY FURNISHED UTILIZED ROOM PER DAY. (SEE ATTACHED "SPECIFICATION"). ONE HUNDRED & 00/100 DOLLARS PER DAY
- B. Contract Type. This is a Firm Fixed-Price Lease and Related Services Contract. The compensation/price stated herein is not subject to adjustment or increase because of variations in the Hotel's actual cost of performing the work and Services specified in this Agreement. Any price adjustments to this Agreement may only be made in accordance with valid, approved Change Orders pursuant to the Change Orders Clause of this Agreement and the Price Adjustment Clause of this Agreement.
- C. No Compensation Prior to Approval of Agreement. GHS OCD shall not be liable to Hotel for any services performed by Hotel prior to full execution of this Agreement by all parties, and Hotel expressly waives any and all claims for services performed in expectation of this Agreement prior to its full execution.
- D. Final Payment. Final payment shall be made upon satisfactory performance of all services required to be performed by Hotel under this Agreement. Prior to the final payment due Hotel, and as a condition precedent thereto, Hotel shall execute and deliver to GHS OCD a release in form approved by GHS OCD of claims against GHS OCD arising under this Agreement. Hotel expressly waives the provision of Section 82602 of Title 18, Guam Code Annotated, which states:

A general release does not extend to claims which the creditor does not know or suspect to exist in his four at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

E. Payment. All rates and prices and payments to the Hotel shall be in the currency of the United States.

IV. Availability of Funds.

This Agreement is contingent upon the availability of governmental funds. Funds are available for the first fiscal period of this Agreement. The initial source of the funds for this Agreement is local funds. The government of Guam and GHS/OCD shall have no liability under this Agreement to the Hotel or to anyone else beyond the certified funds available for this Agreement.



V. Price Adjustment Clause

- A. Price Adjustment Methods. Any adjustment in contract price pursuant to clauses in this Agreement shall be made in one or more of the following ways:
 - 1. by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - 2. by unit prices specified in the Offer, Agreement, or subsequently agreed upon;
 - by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the Agreement or subsequently agreed upon;
 - 4. in such other manner as the parties may mutually agree; or
 - 5. in the absence of an agreement between the parties, by a unilateral determination by the Procurement Officer of 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 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 Law.
- B. Submission of Cost or Pricing Data. The Hotel shall submit cost or pricing data for any price adjustments subject to the provision of Section 3118 (Cost or Pricing Data) of the Guam Procurement Regulations. GHS OCD may require the Hotel to provide invoices, paid bills, or any other proof it deems appropriate to determine compliance with this provision.

VI. Changes

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A. All contract change orders must be approved in writing by the GHS/OCD on a form approved by GHS/OCD to record change orders.

The Procurement Officer with the consent by GHS/OCD at any time, and without notice to the parties, in a signed writing designated or indicated to be a change order, may order:

- (1) changes in the services within the scope of the Agreement; and
- (2) changes in the time for performance of the Agreement that do not alter the scope of the Agreement.



B. Adjustments of Price or Time for Performance. GHS/OCD reserves the right to increase or decrease any unit priced quantity as may be deemed reasonable or necessary in order to complete the Services contemplated under this Agreement.

If any such change order increases or decreases the Hotel's cost of, or the time required for, performance of any part of the services under this Agreement, whether or not changed by the order, an adjustment shall be made and the Agreement modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Standard Price Adjustment Clause of this Agreement. Failure of the parties to agree to an adjustment shall not excuse a Hotel from proceeding with the Agreement as changed, provided that the government of Guam promptly and duly make such provisional adjustments in payments or time for performance as may be reasonable. By proceeding with the services, the Hotel shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion. All changes must be recorded on a contract change order before they can be included in an application for payment/invoice.

- C. Written Certification. The Hotel shall not perform any change order in excess of \$5,000 unless it bears, or the Hotel has separately received, a written certification, signed by the Procurement Officer CEO or other responsible official that funds are available therefor, and, if acting in good faith, the Hotel may rely upon the validity of such certification.
- D. Time Period for Claim. Within 30 days after receipt of a written change order under Paragraph (I) (Change Order) of this clause, unless such period is extended by the Procurement Officer in writing, the Hotel shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the Hotel's claim unless the government of Guam is prejudiced by the delay in notification.
- E. Claim Barred After Final Payment. No claim by the Hotel for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this Agreement.
- F. Claims Not Barred. In the absence of such a change order, nothing in this clause shall restrict the Hotel's right to pursue a claim arising under the Agreement, if pursued in accordance with the clause entitled Claims Based Upon GHS OCD's Actions or Omissions or for breach of contract.

VII. Subcontractors

A. Subcontractor. A subcontractor is a person or entity who has a direct contract with the Hotel or a higher tier subcontractor to perform a portion of the Services set forth in this Agreement.

- B. Award of Subcontracts and Other Contracts for Portions of the Services.
 - 1. Unless otherwise stated in this Agreement, the Hotel, as soon as practicable after execution of this Agreement, shall furnish in writing to GHS/OCD the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Services. GHS/OCD may reply within 14 days to the Hotel in writing stating: (1) whether GHS/OCD has reasonable objection to any such proposed person or entity; or (2) that GHS/OCD requires additional time for review. Failure of GHS/OCD to reply within the 14-day period shall constitute notice of no reasonable objection.
 - 2. The Hotel shall not contract with a proposed person or entity to whom GHS/OCD has made reasonable and timely objection. The Hotel shall not be required to contract with anyone to whom the Hotel has made reasonable objection.
 - 3. The Hotel shall not substitute a subcontractor, person or entity previously selected if GHS OCD makes reasonable objection to such substitution.
- C. Subcontractor Relations. By appropriate written agreement the Hotel shall require each subcontractor, to the extent of the Services to be performed by the subcontractor, to be bound to the Hotel by terms of this Agreement, and to assume toward the Hotel all the obligations and responsibilities, including the responsibility for safety of the subcontractor's Services, which the Hotel, by these Documents, assumes toward GHS/OCD. Each subcontract agreement shall preserve and protect the rights of GHS OCD under this Agreement with respect to the Services to be performed by the subcontractor so that subcontracting thereof will not prejudice such rights. Hotel shall have full responsibility under this Agreement, the Offer Documents, conditions, Plans, and Specifications for any subcontracts which the Hotel may let.
- D. Subcontracts. The Hotel or subcontractor shall insert in any subcontracts the clauses set forth in this Agreement, to include a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Hotel shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

VIII. Suspension of Services

- A. Suspension for Convenience. The Procurement Officer may order the Hotel in writing to suspend, delay, or interrupt all or any part of the services for such period of time as may be appropriate for the convenience of GHS OCD.
- B. Adjustment of Cost. If the performance of all or any part of the services is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the Procurement Officer in the administration of this Agreement, or by the failure of the Procurement Officer to act within the time specified in this Agreement (or if no time is specified, within reasonable time), an adjustment shall be made for any increase in the cost of performance of this Agreement necessarily caused by such unreasonable suspension, delay, or interruption and the Agreement modified in writing accordingly.



However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent: (a) that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Hotel; or (b) for which an adjustment is provided for or excluded under any other provision of this Agreement.

- C. Time Restriction on Claim. No claim under this clause shall be allowed: (a) for any costs incurred more than twenty (20) days before the Hotel shall have notified the Procurement Officer 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 Agreement.
- D. 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 Agreement.

IX. Early Termination.

- A. By GHS/OCD. GHS OCD reserves the right to cancel or terminate this Agreement prior to its completion for any reason, including, but not limited to, the following:
- (i) Termination without Cause: GHS OCD may terminate this Agreement, without cause, upon the delivery of written notice to the Hotel at least thirty (30) days prior to the intended date of termination.
- (ii) Termination in the Best Interest of the Government of Guam: GHS OCD may terminate this Agreement based upon a determination that such termination is in the best interests of the Government of Guam by delivering a written notice of such termination to the Hotel and the effective date of such termination. Circumstances for termination under this clause include but are not limited to Hotel's successful completion of services under this Agreement to the satisfaction of GHS/OCD.
- (iii) Termination for Cause Default: If the Hotel 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 Hotel 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 Hotel'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 Hotel 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.

(iv) Termination for Convenience. The GHS OCD procurement officer may, when the interests of GHS OCD so require, terminate this contract in whole or in part, for the convenience of GHS OCD. The procurement officer shall give written notice of the termination to the Hotel specifying the part of the contract terminated and when termination becomes effective. The Hotel shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Hotel will stop work to the extent specified. The Hotel shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Hotel 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 Hotel to assign the Hotel's right, title, and interest under terminated orders or subcontracts to GHS OCD. The Hotel must still complete the work not terminated by the notice of termination and may incur obligations as necessary to do so.

The Hotel shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data to the extent required by 2 GAR §3118. If the Hotel fails to file a termination claim within one year from the effective date of termination, the procurement officer may pay the Hotel, if at all, an amount set in accordance with this section. The procurement officer and the Hotel may agree to a settlement provided the Hotel has filed a termination claim as required herein and the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by GHS/OCD and the contract price of the work not terminated. Absent agreement of a settlement, the procurement officer shall pay the Hotel the following amounts: with respect to all contract work performed prior to the effective date of the 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 amount paid or to be paid for completed portions of such work; provided that if it appears that the Hotel 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 this clause. These costs must not include costs paid in accordance with subsection (a) above; (c) the reasonable settlement costs of the Hotel 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. The total sum to be paid the Hotel under this subsection shall not exceed the total contract price plus the reasonable settlement costs of the Hotel reduced by the amount of payments otherwise made, the proceeds of any sales of supplies or materials under this section, and the contract price of work not terminated.

B. By Hotel.

(i) Termination for Cause: Hotel shall notify GHS OCD in writing of deficiencies or default in the performance of GHS/OCD's duties under this Agreement. GHS/OCD

shall have twenty (20) days to correct the deficiency or cure the default, which period may be extended by Hotel (said extension not to be unreasonably denied). Upon 60 days' written notice of Hotel's termination of this Agreement for cause, the Hotel shall be entitled to payment, in accordance with Section III of this Agreement, for satisfactory services rendered up to the termination date and GHS/OCD shall have no obligations to Hotel. The Hotel shall be obligated to continue performance of services, in accordance with this Agreement, until the termination date and shall have no further obligation to perform services after the termination date.



- C. Termination/Modification for Lack of Funds. GHS OCD may terminate or modify this Agreement based upon a lack of funding. In such an event, GHS OCD shall promptly provide notice to Hotel and within twenty (20) days of the notice, the Parties shall renegotiate the terms of this Agreement in good faith. If the parties are unable to reach an agreement on the renegotiation, then either Party may terminate this Agreement pursuant to Section IV of this Agreement as applicable.
- D. Preservation of Property. Notwithstanding any termination of this Agreement, and subject to any directions from GHS OCD, the Hotel shall take timely and reasonable and necessary action to protect and preserve the property in the possession of Hotel in which GHS/OCD has an interest.
- E. Additional Provisions. In the event that either party effects an Early Termination, it is expressly provided that GHS OCD may issue a new solicitation with respect to such terminated services. This provision shall not be deemed an admission or waiver of any rights and defense with respect to rights of either Party under this Agreement, including but not limited to, either Parties' rights to assert damages for breach of Agreement.

X. Contact Person.

The Hotel agrees that, during the term of this Agreement, it shall identify a primary contact person who is familiar with the services being performed hereunder and who shall be responsible to the questions and direction of GHS/OCD. The contact person must be identified in writing within thirty (30) days after full execution of this Agreement by all parties. GHS/OCD reserves the right to request replacement of the contact person designated by the Hotel under this Agreement.

XI. Confidentiality.

A. Information. The Hotel hereby warrants that it shall not disclose any documents, materials or information, whether verbal, written, electronic or digital media or otherwise (collectively, the "Information"), made available or acquired for the purpose of carrying out this Agreement. Only authorized persons shall use and have access to the Information, and then only for the period such access is required to perform services under this Agreement. All necessary steps shall be taken by the Hotel to safeguard the confidentiality of the Information in conformance with any applicable United States and Guam laws, statutes and regulations.

The Hotel shall keep copies of the Information and the provisions of this Section shall remain in effect as long as determined by GHS OCD. All of the Information shall be returned promptly after use to GHS OCD and all copies or derivations of the Information shall be physically and/or electronically destroyed. Hotel shall include a letter attesting to the complete return of Information and documenting the destruction of copies and derivations with the returned Information.

The Hotel shall not enter into any Agreements or discussions with a third party concerning such Information without the prior written consent of GHS OCD, and then only if the Hotel requires the third party(ies) to agree to the terms of the confidentiality set forth herein and the Information is provided to such third party(ies) only for purposes of enabling the Hotel to discharge its responsibilities under this Agreement.



It is specifically provided that the limitations contained in this paragraph A shall not apply (i) to the extent required by applicable law, (ii) to the extent that any Information is now or hereafter becomes part of the public domain, but only to the limited extent that such Information, or any portion thereof, is in the public domain not as a result of any breach or violation of this Agreement, or (iii) to the extent that a party is directed otherwise under the terms of a valid and effective order, issued by a court of competent jurisdiction.

B. Liability. Failure to comply with the provisions of Paragraph A shall subject the Hotel to liability, including all damages and injunctive relief.

XII. Claims Based Upon GUS/OCD's Actions or Omissions

A. Notice of Claim. If any action or omission on the part of GHS/OCD or any entity within the government of Guam, requiring performance changes within the scope of the Agreement constitutes the basis for a claim by Hotel for additional compensation, damages, or an extension of time for completion, Hotel shall continue with performance of the Agreement in compliance with the directions or orders of GHS/OCD, but by so doing, Hotel shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

- 1. Hotel shall have given written notice to GHS/OCD:
- a) prior to the commencement of the work involved, if at that time, Hotel knows of the occurrence of such action or omission;
- b) within 30 days after Hotel knows of the occurrence of such action or omission, if Hotel did not have such knowledge prior to the commencement of the work; or
 - c) within such further time as may be allowed by the GHS OCD in writing.

This notice shall state that Hotel regards the act or omission as a reason which may entitle Hotel to additional compensation, damages, or an extension of time. The GHS/OCD, 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 GHS OCD.

- 2. The notice required by Subparagraph (A) of this Paragraph describes as clearly as practicable at the time the reasons why Hotel believes that additional compensation, damages, or an extension of time may be remedies to which Hotel is entitled; and
- 3. Hotel maintains and, upon request, makes available to the GHS/OCD 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.
- B. Limitations of Clause. Nothing herein contained, however, shall excuse Hotel from compliance with any rules of law precluding any government of Guam 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 Agreement.



- XIII. Waiver. No waiver by any party of any right on any occasion shall be construed as a bar to or waiver of any right or remedy on any future occasion.
- Severability. If any provision of this Agreement shall be held or deemed by a court of competent jurisdiction to be invalid, inoperative or unenforceable, the remaining provisions herein contained shall nonetheless continue to be valid, operative and enforceable as though the invalid, inoperative or unenforceable provision had not been included in the Agreement.
- XV. Survival of Warranties. All representations, warranties, agreements, covenants and obligations in this Agreement shall be deemed to have been relied upon by the other party, and shall survive the completion of this Agreement and shall not merge in the performance of any obligation by any party hereto.
- Fees and Expenses. Each of the Parties shall bear its own expenses in connection with the negotiation and consummation of the transactions contemplated by this Agreement.

XVII. Notices. All invoices, reports, correspondence, notices, requests, demands and other communications here under shall be in the English Language, in writing. All notices required to be given under this Agreement by either party to the other may be effected by personal delivery, or by mail (registered or certified, postage, prepaid with return receipt requested). Notices delivered personally shall be deemed communicated as of actual receipt. Mailed notices shall be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first. Notices shall be addressed and delivered to the parties as follows, provided that each party may change the address by giving the other party written notice in accordance with this section:

TO GHS OCD:

GUAM HOMELAND SECURITY OFFICE

OF CIVIL DEFENSE

TO HOTEL:

BRIDGE AINA LEDA, LLC 743 CHALAN SAN ANTONIO TAMUNING, GUAM 96913

XVIII. Transmission of Data in Digital Form. If the parties intend to transmit any information or documentation in digital form, they shall establish necessary protocols governing such transmissions, unless otherwise already provided in this Agreement.

Assignment/Subcontractors. It is expressly acknowledged that Hotel is solely responsible for the fulfillment of its duties and obligations under this Agreement, regardless of whether or not Hotel utilizes one or more subcontractors for such purpose.



The right and interest of Hotel under this Agreement (including, but not limited to, Hotel's right to or interest in any part of or all payments under this Agreement) may not be assigned, transferred or subcontracted to any other person, Hotel, corporation or other entity, whether by agreement, merger, operation of law or otherwise, without the prior, express written consent of GHS OCD. In the event of a permissive subcontract or assignment of this Agreement by Hotel, Hotel agrees that any subcontractors retained by Hotel or assignees shall be subject to all provisions of this Agreement.

- XX. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns and transferees, except as otherwise provided for under the terms of this Agreement.
- XXI. Scope of Agreement. This Agreement (i) supersedes any and all other Agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and (ii) contain all of the covenants and Agreements between the Parties with respect to such subject matter in any manner whatsoever. The Hotel and GHS OCD each acknowledge that no representations, inducements, promises or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in the Agreement shall be valid or binding.
- XXII. Captions. All Section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the content of the Agreement.
- XXIII. Counterparts. This Agreement may be executed in counterparts, all of which taken together shall be deemed one original.
- XXIV. Governing Law and Forum Selection. Except to the extent United States federal law is applicable, the validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of Guam. Hotel expressly recognizes that the Government Claims Act (Title 5 of the Guam Code Annotated, Chapter 6) applies with respect only to claims of money owed by or to the Hotel/Hotel against the Government, if the claim arises out of or in connection with this Agreement. Hotel also expressly recognizes that all other claims by the Hotel. Hotel against the Government are subject to the Guam Procurement Law (Title 5 of the Guam Code Annotated, Chapter 5).
- XXV. Consent to Jurisdiction. Hotel hereby expressly consents to the jurisdiction and venue of Guam with respect to any protest or dispute resolution, and the forum of the courts of Guam with respect to any and all claims which may arise by reason of this Agreement, except as otherwise may be provided by Guam Procurement Law. Hotel waives any and all rights it may otherwise have to contest the same or to proceed with any claims arising by reason of this Agreement in a different jurisdiction, forum, or venue.



XXVI. Compliance with Laws.

- A. In General, The Hotel shall comply with all U.S. and Guam laws, statutes, regulations and ordinances applicable to this Agreement. The Hotel represents and warrants that it is fully licensed to do business in Guam to render the services to be provided herein.
- B. Non-Discrimination in Employment. The Hotel agrees: (i) not to unlawfully discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap; (ii) to include a provision similar to that contained in subsection (i) above in any subcontract or assignment agreement except a subcontract for standard commercial supplies or raw materials; and (iii) to post and to cause subcontractors andlor assignees to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

XXVII. Retention and Access to Records and Audit Review.

The GHSJOCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives must have the right of access to any documents, papers, or other records of the Hotel which are pertinent to the contract, in order to make audits, examinations, excerpts, and transcripts, and to inspect supplies and services and audit records at any Hotel or proposed subcontractor's facility or place of business and perform tests both: prior to award of a contract, to determine responsibility and capability of performing any contract to be awarded under a solicitation, and to determine whether the Hotel's or subcontractor's facilities, supplies, or services conform to solicitation requirements; or after award, to determine whether the awarded contractor is conforming to contract requirements, and its performance is therefore acceptable. This right also includes timely and reasonable access to the Hotel's personnel for the purpose of interview and discussion related to such documents. The Hotel agrees to abide by the following access, audit, and inspection terms:

Access to Records and Retention. The Hotel, including its subcontractors, if any, agrees that it shall maintain and retain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and relative to its cost or pricing data, and shall make such materials available at all reasonable times after submission of its Offer, during any awarded contract term, and for three (3) years from the date of final payment under any awarded contract or for three (3) years from the date that all other pending matters are closed, whichever is later, for inspection in Guam or at any reasonable location designated by the GHS OCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives, unless the Offeror is notified in writing by the Federal Emergency Management Agency, the cognizant agency for audit, the oversight agency for audit, the cognizant agency for indirect costs, or the GHS/OCD to extend the retention period. If any litigation, claim, or audit is started before the expiration of the threeyear period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. Records for real property and equipment acquired with the funds from the awarded contract must be retained for three (3) years after final disposition of the real property and equipment. Each subcontract by the Offeror shall include a provision containing the conditions of this Section for any contract awarded under this solicitation.



Right to Audit. Hotel shall establish and maintain a reasonable accounting system В. that enables the GHS OCD or the Federal Emergency Management Agency to readily identify Offeror's assets, expenses, costs of goods, and use of funds. The GHSJOCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to its Offer, the solicitation, or this Agreement, which are kept by or under the control of the Hotel, including, but not limited to those kept by the Hotel, its employees, agents, assigns, successors, and subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including bids of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back-charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Hotel shall, at all times during the term of any awarded contract and for a period of three (3) years after the date of final payment under any awarded contract, maintain such records, together with such supporting or underlying documents and materials.

The Hotel shall at any time requested by GHS/OCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives before, during, or after completion of an awarded contract, and at Hotel's own expense make such records available for inspection and audit (including copies and extracts of records as required) by GHS OCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives Such records shall be made available to GHS OCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives, during normal business hours at the Hotel's office or place of business without prior notice. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for GHS OCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives. Hotel shall ensure GHS OCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives has these rights with Hotel's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Hotel and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Hotel's obligations to GHS OCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives. Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by GHS/OCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives unless certain exemption criteria are met.

If the audit identifies overpricing or overcharges (of any nature) by the Hotel to GHSJOCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives in excess of one-half of one percent (.5%) of the total contract billings, the Hotel shall reimburse the GHS OCD or the entity that conducted the audit for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the GHS OCD may recoup the costs of the audit work from the Hotel. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Hotel's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of GHS OCD the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives' findings to Hotel.

C. Right to Enter and Inspect. GHS/OCD the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives may, at any time, without notice, enter and inspect the Hotel's or subcontractor's facilities, place(s) of business, or any place(s) of performance of this Agreement. The GHS/OCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives may enter and inspect any plans, supplies, services, equipment, work and records at these locations which are related to the performance of this Agreement, and may conduct any testing deemed necessary to determine whether the Hotel's or subcontractor's compliance or conformity to the solicitation or contract requirements. Guam may enter and audit the cost or pricing data, books, and records of the Hotel or any subcontractor, and/or investigate in connection with an action to debar or suspend a person from consideration for award of contracts pursuant to § 9102 (Authority to Debar or Suspend) of the Guam Procurement Rules and Regulations.

XXVIII. Program Fraud and False or Fraudulent Statements or Related Acts. Hotel stipulates that Title 5 GCA Chapter 37, the False Claims and Whistle blower Act applies to this Agreement and to all Hotel's actions pertaining to this Agreement. The False Claims and Whistle blower Act was passed as Public Law 34-116, Chapter III, Section 20 (lapsed into law August 24, 2018) and codified at Title 5 GCA Chapter 37.

XXIX. Government of Guam and GHS/OCD Not Liable.

- A. General Liability. GHS/OCD and the government of Guam assume no liability for any accident or injury that may occur to Hotel, its agents, dependents, or personal property while in execution of duties under this Agreement.
- B. Prior Work GHS OCD and the government of Guam shall not be liable to Hotel for any services performed by Hotel prior to the approval of this Agreement by the Procurement Officer and the Hotel hereby expressly waives any and all claims for compensation for acts performed in expectation of this Agreement prior to its approval by the Governor of Guam.
- C. GHS/OCD not Liable. GHS/OCD assumes no liability for any accident, loss, claim, judgment, action or injury that may occur to the Hotel and/or the Hotel's Partner's, officers, directors, agents, servants, subcontractors and/or employees, and or to the personal property of any such person or entity, arising out of the performance of services under this Agreement except to the extent caused or contributed to by the negligent act or omission of GHS/OCD.



No officer, agent, or employee of GHS OCD shall be liable personally under or by reason of this Agreement or any of its provisions. In addition, GHS/OCD assumes no liability for any accident or injury that may occur to Hotel's officers, directors, employees, agents, or dependents while traveling to and from Guam in furtherance of this Agreement.

XXX. Delays, Extensions and Suspensions. GHS OCD unilaterally may order the Hotel in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of GHS OCD. The Hotel agrees to prosecute the work continuously and diligently apart from those periods of suspension, delay or interruption. Except as otherwise agreed to by the Parties, reasonable time extensions for the performance of Hotel's services will be granted only for excusable delays that arise from causes beyond the control and without the fault or negligence of the Hotel, including, but not restricted to, acts of God, acts of the public enemy, acts of the Government of Guam or the Government of the United States in either its sovereign or contractual capacity, acts of another Hotel or contractor in the performance of an agreement with the Government of Guam, fires, floods, typhoons, earthquakes, epidemics, quarantine restrictions, strikes, freight, or embargoes.

XXXI. Modifications including those Due to Public Welfare, Change in Law or Change in Marketing Conditions.

GHS/OCD shall have the unilateral power to modify the Agreement at any time subject to the written agreement of Hotel. GHS OCD shall have the power to make changes in the Agreement and to impose new rules and regulations on the Hotel under the Agreement relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare or due to a change in law. GHS/OCD shall give the Hotel notice of any proposed change in the Agreement and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Hotel.

In the event GHS OCD materially alters the obligations of the Hotel, or the benefits to GHS OCD, then the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of the Hotel, then the Hotel or GHS OCD shall be entitled to an adjustment in the rates and charges established under the Agreement. Hotel shall be entitled to terminate this Agreement rather than accept modified terms. Nothing contained in the Agreement shall require any party to perform any act or function contrary to law. GHS OCD and the Hotel agree to enter into good faith negotiations regarding modifications to the Agreement, which may be required in order to implement changes in the interest of the public welfare or due to changes in law. When such modifications are made to the Agreement, GHS OCD and the Hotel shall negotiate in good faith a reasonable and appropriate adjustment for any changes in services or other obligations required of the Hotel directly and demonstrably due to any modification in the Agreement under this clause.

XXXII. Non-segregated Facilities. The Hotel must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The Hotel may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The Hotel's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the Hotel's control, where the facilities are segregated.



The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The Hotel shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

XXXIII. Hotel Employee Benefits, Taxes, and Insurance. Hotel agrees there shall be no government of Guam employee benefits accruing to Hotel under this Agreement, including, but not limited to:

- a) Insurance coverage provided by the GHS OCD;
- b) Participation in the government of Guam retirement system
- c) Accumulation of vacation leave or sick leave; and d) Workers Compensation coverage.

A. Status of Hotel. The Hotel and its officers, agents, servants, subcontractors and employees are independent contractors performing Services for GHS OCD and are not employees of either GHS/OCD or the government of Guam. The Hotel and its officers, agents, servants and employees shall not accrue vacation or sick leave, participate in the government of Guam retirement system, insurance coverage, bonding, use of government vehicles or any other benefits accorded to government of Guam employees as a result of this Agreement. Hotel agrees that Hotel and its aforementioned employees, officers, directors, agents, servants, and subcontractors are not and will not become an employee, officer or Board member of GHS/OCD at any time during the duration of this Agreement, and will otherwise comply with the provisions of the Guam Procurement Law regarding ethics in public contracting (Title 5 Guam Code Annotated, Chapter 5, Article 11, and its associated rules and regulations).

Nothing in this Agreement or any action taken under this Agreement shall be deemed or construed in any manner or for any purpose to evidence or establish as between Hotel and GHS/OCD a relationship of partnership, agency, association, joint venture or representative, nor does this Agreement authorize any party to undertake or bind any obligation or responsibility on behalf of the other party. In addition, there shall be no withholding of taxes by GHS OCD for the Hotel.

B. Tax and Withholding Liability, The Hotel assumes responsibility for its personnel and subcontractors providing services hereunder and will make all deductions and payments for social security and withholding taxes and for contributions to employment compensation funds, employee benefits, or any other payments required by the governments of the United States and Guam, if required. Hotel is responsible for paying when due any and all income taxes, gross receipts taxes or business privilege taxes, or any other taxes or assessments incurred as a result of the services performed by the Hotel and Hotel's employees or agents under this Agreement or the compensation paid to Hotel for services performed under this Agreement, unless Hotel is a non-resident person or entity without a valid Guam Business License, in which case a withholding fee equal to four percent (4%) of the total dollar value of this Agreement will be withheld for the payment of Guam's Business Privilege Tax in accordance with 11 GCA § 71114 (PL 33-166).

- C. Insurance. Hotel shall maintain at the Hotel's expense all necessary insurance for its employees including but not limited to Workman's Compensation, Errors and Omissions, and liability insurance for each employee as required under U.S. and Guam Law and the mandates of the underlying RFP to this Agreement. Hotel agrees to hold harmless and indemnify GHS/OCD, its officers, directors, employees, agents, representatives, successors and assigns, for any and all claims, demands, costs, losses, fees, penalties, interest, or damages, including attorney's fees, which may be brought or asserted due to: (i) any injury, death, or property damage arising from the negligence or other wrongful or tortuous acts of Hotel or Hotel's employees, officers, contractors, directors, agents, representatives, successors, or assigns; or (ii) Hotel's failure to comply with terms of this subparagraph B.
- Wage and Benefits Compliance. Hotel warrants it shall comply with all applicable federal and local laws, rules, and regulations regarding the payment of minimum wages and benefits, in particular in accordance with the Wage Determination for Guam issued and promulgated by the U.S. Department of Labor and with Guam Public Law 26-111. Hotel guarantees health and similar benefits for its employees, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, as required by any applicable law. Hotel further guarantees a minimum of ten (10) paid holidays per annum per employee, as required by any applicable law. Hotel assumes all liability for, and hereby indemnifies BSP GCMP from, any violation of any applicable law, rule, or regulation relating to the payment of wages or benefits. In addition, this Agreement contains extension and/or renewal clauses. Therefore, at the time of any extension or renewal adjustments, there shall be a stipulation contained in the extension or renewal document stating that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the extension or renewal date shall apply, as required by any applicable law. Any renewal or extension to which this provision applies shall also contain provisions mandating health and similar benefits for employees, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee, as required by any applicable law.
- XXXIV. Equal Employment Opportunity Compliance. The Hotel and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633. The Hotel and all subcontractors must also comply with the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b).
- A. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the Hotel's project activities under this Agreement.



The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this Agreement. In the execution of this Agreement, the Hotel agrees to comply with the following minimum specific requirement activities of EEO:

- 1. The Hotel will work with GHS/OCD and the Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the Agreement.
- 2. The Hotel will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of payor other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

- B. EEO Officer: The Hotel will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
- C. Dissemination of Policy: All members of the Hotel's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Hotel's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
 - 1. Periodic meetings of supervisory and personnel office employees will be conducted before the start of services and then periodically, at which times the Hotel's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
 - 2. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the Hotel's EEO obligations within thirty days following their reporting for duty with the Hotel,
 - 3. All personnel who are engaged in direct recruitment for the Project will be instructed by the EEO Officer in the Hotel's procedures for locating and hiring minorities and women.
 - 4. Notices and posters setting forth the Hotel's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.



- 5. The Hotel's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- D. Recruitment: When advertising for employees, the Hotel will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project workforce would normally be derived.
 - 1. The Hotel will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the Hotel will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the Hotel for employment consideration.
 - 2. In the event the Hotel has a valid bargaining agreement providing for exclusive hiring hall referrals, the Hotel is expected to observe the provisions of that agreement to the extent that the system meets the Hotel's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the Hotel to do the same, such implementation violates Federal non-discrimination provisions.
 - 3. The Hotel will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- E. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
 - 1. The Hotel will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project personnel.
 - 2. The Hotel will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
 - 3. The Hotel will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Hotel will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
 - 4. The Hotel will promptly investigate all complaints of alleged discrimination made to the Hotel in connection with its obligations under this Agreement, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Hotel will inform every complainant of all of their avenues of appeal.

F. Training and Promotion:

- 1. The Hotel will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- 2. Consistent with the Hotel's workforce requirements and as permissible under Federal and State regulations, the Hotel shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this Agreement, this subparagraph will be superseded as indicated in the special provision. GHS/OCD may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- 3. The Hotel will advise employees and applicants for employment of available training programs and entrance requirements for each.
- 4. The Hotel will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- G. Unions: If the Hotel relies in whole or in part upon unions as a source of employees, the Hotel will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the Hotel, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
 - 1. The Hotel will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
 - 2. The Hotel will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
 - 3. The Hotel is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Hotel, the Hotel shall so certify to GHS/OCD and shall set forth what efforts have been made to obtain such information.
 - 4. In the event the union is unable to provide the Hotel with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the Hotel will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women.



The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the Hotel from the requirements of this paragraph. In the event the union referral practice prevents the Hotel from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, the Hotel shall immediately notify GHS OCD.

- H. Reasonable Accommodation for Applicants Employees with Disabilities: The Hotel must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
- i. Selection of Subcontractors. Procurement of Materials and Leasing of Equipment: The Hotel shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Hotel shall take all necessary and reasonable steps to ensure non-discrimination in the administration of this Agreement.
 - 1. The Hotel shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this Agreement.
 - 2. The Hotel will use good faith efforts to ensure subcontractor compliance with their EEO obligations,
- J. Records and Reports: The Hotel shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the Hotel for all the Services under this Agreement and shall be available at reasonable times and places for inspection by authorized representatives of GHS/OCD.
 - K. The records kept by the Hotel shall document the following:
 - a. The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
 - b. The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - c. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
 - 2. If required, the Hotel and any subcontractors will submit an annual report to GHS OCD each July for the duration of the Project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the Services under this Agreement.



The staffing data should represent the project workforce on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the Hotel will be required to collect and report training data. The employment data should reflect the workforce on board during all or any part of the last payroll period preceding the end of July.

XXXV. Disclosure. The Hotel hereby represents that it has disclosed to GHS OCD all matters regarding Hotel which if not disclosed to GHS OCD would materially affect GHS/OCD's decision to enter into this Agreement with Hotel.

XXXVI. Mandatory Representations by Hotel:

- A. Persons Convicted of Sex Offense. Hotel warrants that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 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 Hotel while on government of Guam property, with the exception of public highways. If any employee of Hotel is providing services on government property and is convicted subsequent to an award of a contract, then Hotel warrants that it will notify GHS/OCD of the conviction within twenty-four hours of the conviction, immediately remove such convicted person from providing services on government property. If Hotel is found to be in violation of any of the provisions of this paragraph, then GHS OCD will give notice to Hotel to take corrective action. Hotel shall take corrective action within twenty-four (24) hours of notice from GHS OCD, and Hotel shall notify GHS OCD when action has been taken. If Hotel fails to take corrective steps within twenty-four (24) hours of notice from GHS OCD, then GHS OCD in its sole discretion may temporarily suspend this agreement.
- B. Gratuities and Kickbacks. Hotel warrants it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107.
- C. Contingent Fees. Hotel warrants it has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies.
- D. Ethical Standards. Hotel warrants 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 II of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.



XXXVII. Hotel's Ethical Warranties,

- Warranty against Employment of Sex Offenders. Hotel warrants that: (1) no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 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 Hotel white on government of Guam property, with the exception of public highways; and (2) that if any person providing services on behalf of Hotel is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry at any time during the performance of the contract, that such person will be immediately removed from working on government property and Hotel warrants that it will notify the Director of the AGENCY within twenty-four (24) hours of such conviction. If Hotel is found to be in violation of any of the provisions of this paragraph, then GHS OCD will give notice to Hotel to take corrective action. Hotel shall take corrective action within twenty-four (24) hours of notice from GHS/OCD, and Hotel shall notify GHS-OCD when action has been taken. If Hotel fails to take corrective steps within twenty-four (24) hours of notice from GHS/OCD, then GHS/OCD in its sole discretion may temporarily suspend this agreement.
- B. Covenant against Contingent Fees. Hotel represents that it has not retained a person to solicit or secure a government of Guam contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
- C. Representation Regarding Gratuities. Kickbacks, and Favor. The Hotel represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities, kickbacks, and favors set forth in the Guam Procurement Law.
- D. Ethical Standard. Hotel 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 II (Ethics in Public Contracting) of the Guam Procurement Law and in Article II of the government of Guam Procurement Regulations.
- XXXVIII. Guam Debarment. Hotel warrants that it will comply with the provisions of 5 GCA Chapter 5 Articles 9 and 11, subject to debarment or suspension, and that it will not employ any subcontractors who have been federally debarred or debarred by the government of Guam.
- and 12689)-A contract award of federal funds (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM). in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Hotel warrants that it is not a party listed on the government wide exclusions in the System for Award Management (SAM), and will comply with the provisions of Subpart C of 2 CFR Part 1326, "Non-procurement Debarment and Suspension," (published in the Federal Register on December 21,2006, 71 FR 76573) which generally prohibits entities that have been debarred, suspended, or voluntarily excluded from participating in non-procurement transactions either through primary or lower tier covered transactions, and which sets forth the responsibilities of recipients of federal financial assistance regarding transactions with other persons, including subrecipients and contractors.

Hotel agrees to the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Lower Tier Covered Transaction (Sub-Recipient), which is a material representation of fact, and agrees to include the following notice in the awarded contract, sub-award, or subcontract, as applicable:

"Applicants/bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of a DOC official) are subject to 2 CFR Part

1326, Subpart C, "Government-wide Debarment and Suspension (Non-procurement)." In addition, applicants/bidders for a lower tier covered transaction for a sub-award, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to 15 CFR Part 28, "New Restrictions on Lobbying."

Contractors should familiarize themselves with these provisions, including the certification requirements. Therefore, during contract performance applications for a lower tier covered transaction must include a Form CD-512, "Certification Regarding Lobbying Lower Tier Covered Transactions," completed without modification.

XL. Procurement of Recovered Materials. This is a federally funded project and pursuant to 2 CFR § 200.322, any Hotel awarded a contract under this RFP and all of its subcontractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, with CFR 1210MB Guidance § 200.324 where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XLI. Drug Free Workplace.

Hotel agrees to comply with Title V of the Drug-Free Workplace Act of 1988, 34 CFR Part 85, Subpart F (Pub. L. No. 100-690, Title V, Sec. 5153, as amended by Pub. L. No. 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U. S. c. § 8102); and the implementing regulations published at 2 CFR Part 182, "Government-wide Requirements for Drug-free Workplace (Financial Assistance)"; and the laws and regulations promulgated by the Federal Government and to maintain a drug-free workplace.



XLIII. Indemnification. To the fullest extent permitted by law the Hotel shall indemnify and hold harmless the government of Guam, GHS/OCD, its Contractors and Subcontractors, if any, and the agents and employees of any of them, from and against claims, damages, losses, expenses, actions, recoveries, and judgments of every nature, including but not limited to attorneys' fees, arising out of or resulting from Hotel's performance of the Services. Hotel shall indemnify the government of Guam, GHS OCD, its Project Manager and its Contractors, if any, and the agents and employees of any of them, or any Assignee against, and hold them harmless from, any and all claims, actions, damages, including reasonable attorneys' fees, obligations, liabilities, and liens arising or imposed without the fault or negligence of Hotel, in connection with latent or other defects, or any claim for patent, trademark, copyright, or "trade secret" infringement, or under the doctrine of "strict liability," imposed or incurred by or asserted against the government of Guam, GHS OCD, its Project Manager, or their respective successors or assigns, arising out of the manufacture, purchase, lease, possession, operation, condition, use or return of the Equipment, or by operation of law. Hotel shall be liable if any claim, damage, loss or expense attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (including the Equipment itself) is caused by the negligent acts or omissions of the Hotel, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

Hotel's indemnification does not extend to liabilities caused solely by the gross negligence or intentional wrongdoing of the government of Guam. Hotel shall give GHS/OCD prompt written notice of any matter hereby indemnified against and agrees that upon written notice by GHS/OCD of the assertion of such a claim, action, damage, obligation, liability, or lien, Hotel shall assume full responsibility for the defense thereof. The government of Guam shall have an opportunity to participate in the defense at its own expense with respect to attorneys' fees and costs, but not liability; particularly when there are substantial principles of government or public law involved, when litigation might create precedent affecting future governmental operations or liability, or when involvement of the government of Guam is otherwise mandated by law. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person under this Agreement.

XLIV. Attachments, Exhibits, Schedules, and Entire Agreement. This Agreement, including its Attachments, Exhibits and Schedules, constitutes the entire Agreement and supersedes all prior written or oral understandings. No Agreement, oral or written, expressed or implied, has been made by any party hereto, except as expressly provided herein. All prior Agreements and negotiations are superseded hereby. This Agreement and any duly executed amendments hereto constitute the entire Agreement between the Parties hereto.

XLV. Computation of Time. Whenever this Agreement provides for a time period of ten (10) days or less days, weekends and Government of Guam holidays are not included in the computation. When this Agreement provides for a time period of over ten (10) days, weekends and Government of Guam holidays are to be included in the computation.

XLVI. Partial Invalidity. If any provision of this Agreement shall be deemed by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue to be in full force and effect.

MARIA BARRETTO (PROPERTY MANAGER)

gsaprocurement

From:

Anita Cruz

Sent:

Friday, May 15, 2020 10:01 AM

To:

'MARIA.BARRETTO@BCCNMI,COM'

Cc:

gsaprocurement; Anita Cruz

Subject:

REQUEST FOR QUOTE EMERGENCY PROCUREMENT

Attachments:

Q200280164 - RFQ20001593 - To PERLAS COURTE HOMEOWNERS ASSN. - Assigned to GSACRUZA - 5-15-2020 9 58 45 AM.pdf; REQ - Requisition Supporting Documents for Requisition Q200280164 - ATTACHMENT TO RFQ - SPECIFICATION AND TERMS

CONDITIONS.pdf

REQUEST FOR QUOTE FOR EMERGENCY PROCUREMENT. PLEASE REPLY WITH A "QUOTE" OR A "NO QUOTE". YOUR RESPONSE IS NEEDED BY 3:00 PM, MAY 15, 2020. THANK YOU





ONWARD AGANA BEACH HOTEL RESPONSE

6714751727

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PLEASE RESPOND BACK WITH QUOTE OR NO QUOTE SIYU'US MA'ASE

All correspondences for this RFQ pulse must reference the Requisition Number. Please send any correspondences to gsaprocurement@gsadoa.guam.gov

REQUEST FOR QUOTATION

BUYER : Cruz, Anita T - GSA TELEPHONE: 475-1713 FAX MG.: 475-1727

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PLEASE RESPOND BACK WITH QUOTE OR NO QUOTE SIYU'US MA'ASE

REQUEST FOR QUOTATION

EUYER : Cruz, Anita T - GSA TELEPHONE: 475-1713 FAX NO.: 475-1727

Please respond as soon possib	le Requisiti	on Number: Q	2002801	64] Da	ate:
but no later than: 5/15/2020	RFQ #: RF	Q20001593			,	5/12/2020
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** Delivery Date Required:	The party ma	king the for	egoing	bid is g	enuine ar	nd that
	said bidder	agrees, that	they a	re fully	aware ar	ad is in
** Delivery Date Offered:	compliance w	ith Title 5	G.C.A.	Chapter	5 - 5801	and 5802
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PLEASE RESPOND BACK WITH QUOTE OR NO QUOTE SIYU'US MA'ASE

BUYER	:	Cruz,	Anita	T		_	GSI
TELEPHONE	:	475-17	713	FAX	NO.:	475-1727	7

Please respond as soon possible! Requisiti but no later than: 5/15/2020 RFQ #: RF		Date: 5/12/2020
02336001 445 GOV. C.CARLOS CAMACHO RD.	PLEASE FURNISH PRICE QUOTE, DELIVIOR AND TERMS BASED ON F.O.B. DESTINATION THE ITEMS LISTED BELOW. PLEASE RESERTED THE ABOVE DATE.	TION FOR
Phone (671) 647-7777 Fax (671) 646-1724		
Quoted by Print/Signature:	Quote Date: Phone Number	
· · · · · · · · · · · · · · · · · · ·	aking the foregoing bid is genuine agrees, that they are fully aware	
	with Title 5 G.C.A. Chapter 5 - 580 ination, and that the attached is t	
Terms: recent issue to implement Prices good for: Days specification	ed by $\overline{U}_{*}S$, $D_{*}O_{*}L$, for the positions the required service as per the for.	required allowing
	under penalty of perjury, I certify i above are true. Date:	that the
1. Offering Recycle Products ()YES () NO 2. Offering Biodegradable Products () YES Please separate your offer of recyclable a from regular products.	5 () NO	
THIS IS NO	OT AN ORDER	
 ITEM DESCRIPTION - OR EQUAL 	UNIT TOTAL QTY UOM PRICE PRICE 	•
TO BE DRAWN ON AN AS NEEDED BASIS COMMENCING UPON RECEIPT OF PURCHASE ORDER AND EXPIRING ON 8/16/20 OR UPON EXHAUSTION OF FUNDS WHICHEVER OCCURS FIRST. QUARANTINE RATE: EST. 98 RMS. \$99.00 PER OCCUPIED ROOM		فتفوه فالأما تشاب عينه يمثث استما مهمي يجسد وسيدة كيامة

(ONLY; CLEANING SUPPLIES FOR | EACH ROOM SUCH AS DISINFECTANT | SPRAY, TOILET BRUSH, TOILET

PLEASE RESPOND BACK WITH QUOTE OR NO QUOTE SIYU'US MA'ASE

BUYER : Cruz, Anita T - GSF TELEPHONE: 475-1713 FAX NO.: 475-1727	-	
Please respond as soon possible Requisit but no later than: 5/15/2020 RFQ #: F		Date: 5/12/2020
VENDOR: ONWARD AGANA BEACH HOTEL O2336001 445 GOV. C.CARLOS CAMACHO RD. TAMUNING, GU 96913 Phone (671) 647-7777 Fax (671) 646-1724	PLEASE FURNISH PRICE QUO AND TERMS BASED ON F.O.I THE ITEMS LISTED BELOW. THE ABOVE DATE.	B. DESTINATION FOR
Quoted by Print/Signature:	Quote Date: Pho	one Number:
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Terms: Wage Determined Wage Determined Terms Terms Termined Termi	with Title 5 G.C.A. Chaptomination, and that the attaced by U.S. D.O.L. for the	ached is the most positions required
Prices good for: Days specificat: Therefore,	under pėnalty of perjury, ed above are true.	
1. Offering Recycle Products ()YES () 1 2. Offering Biodegradable Products () YE Please separate your offer of recyclable from regular products.	ES () NO and/or biodegradable prod	ucts
THIS IS N	OT AN ORDER	•
ITEM DESCRIPTION - OR EQUAL	UNIT QTY UOM PRICE	•
\$90.00 PER UNOCCUPIED ROOM TO INCLUDE MEALS (BREAK, LUNCH, & DINNER); LAUNDRY SERVICES; EACH ROOM TO BE PROVIDED WITH		
PHONE SERVICES FOR LOCAL CALLS		1 1

PLEASE RESPOND BACK WITH QUOTE OR NO QUOTE SIYU'US MA'ASE

BUYE! Tele!	R : Cruz, Anita T PHONE: 475-1713 FAX NO.: 475-	- GSA -1727						
_	nse respond as soon possible 1 no later than: 5/15/2020 1	_			20028	0164) Da	te: 5/12/2020
To part interest	OOR: ONWARD AGANA BEACH HOTE 36001 445 GOV. C.CARLOS CAMA(TAMUNING, GU 96913 ne (671) 647-7777 Fax (671) 644	CHO RD. 	AND TE	RMS BA	ASED (ISTED	RICE QUOTE ON F.O.B. BELOW. PI	DESTINATI	ON FOR
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: Cruz, Anita T

Phone (671) 647-7777 Fax (671) 646-1724

PLEASE RESPOND BACK WITH QUOTE OR NO QUOTE SIYU'US MÂ'ÁSE

5/12/20201

REQUEST FOR QUOTATION

	TELEPHONE:	475-1713 FAX NO.:	475-1727			
•			, -		on Number: Q200289164	} Date:
1	but no 12t	er than: 5/15/2020	· KLQ #: s	KL į	\$50003288	5/12/20:
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1		TAMUNING, GU 96913		1	THE ITEMS LISTED BELOW. PA	LEASE RESPOND BY
1				i	THE ABOVE DATE.	

- GSA

Quoted by Print/Signature: Quote Date: ! Phone Number:

The same of the sa ** Delivery Date Required: | The party making the foregoing bid is genuine and that | said bidder agrees, that they are fully aware and is in | ** Delivery Date Offered: | compliance with Title 5 G.C.A. Chapter 5 - 5801 and 5802| | Wage Determination, and that the attached is the most | recent issued by U.S. D.O.L. for the positions required | Terms: to implement the required service as per the following Prices good for: Days | specification. | Therefore, under penalty of perjury, I certify that the

| facts stated above are true. | Signature Date:

(1. Offering Recycle Products () YES () NO

| 2. Offering Biodegradable Products () YES () NO

| Flease separate your offer of recyclable and/or biodegradable products from regular products.

> THIS 7 5 NOI ORDER

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FUBLIC HEALTH EMERGENCY	ed de la companya de	1 1		1	

BUYER

PLEASE RESPOND BACK WITH QUOTE OR NO QUOTE SIYU'US MA'ASE

BUYER : Cruz, Anita T TELEPHONE: 475-1713 FAX NO.:	- GSA : 475-1727					
Please respond as soon possible but no later than: 5/15/2020			Q2002801	.64	•	ate: 5/12/2020
VENDOR: ONWARD AGAMA BEACH O2336001 445 GOV. C.CARLOS TAMUNING, GU 96913	CAMACHO RD.	PLEASE FUR AND TERMS THE ITEMS THE ABOVE	BASED ON LISTED E	F.O.B.	DESTINAT:	ION FOR
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HOTEL NON-CONGREGATE SHELTERS

Specification: Revised 5/12/20

1. HOTEL QUARANTINE FACILITY. 14 days mandatory quarantine for all arriving passengers from a COVID-19 affected area, Quarantine operations, require 154 ± 17 rooms.

OPTION 1

- Open purchase order for fully furnished utilized rooms to include meals and laundry services.
- Any non-resident individual traveling to Guam for reasons other than performance of essential governmental service functions, including, but not limited to tourists and nonresident family members will be required to pay 14 days quarantine out of pocket.
- Any member of the federal government or U.S. Armed Forces to include dependents traveling to Guam on official orders will be required to pay out of pocket.

Occupied Room Rate	\$
Unoccupied Holding (Reserve) Room Rate	\$
OPTION 2 - Lease the entire facility. Holding fee will be paid for unu than the room rate to include meals and laundry service:	
Occupied Room Rate	\$
Unoccupied Holding (Reserve) Room Rate	\$
**************************************	**************************************
2. HOTEL ISOLATION FACILITY. Isolation of asymptomat future isolation operations, will require 36 \pm 11 rooms for su	
OPTION 1 - Open purchase order. Holding fee will be paid for unutily than the room rate to include meals, laundry services are	
Occupied Room Rate	\$
Unoccupied Holding (Reserve) Room Rate	\$

 OPTION 2 Lease all rooms on a single hotel floor. Holding fee will be pai at a rate less than the room rate to include meals, laundry services. 	d for unutilized rooms vices, and
Occupied Room Rate	\$
Unoccupied Holding (Reserve) Room Rate	\$·
***************************************	************
 OPTION 3 Is to combine the Quarantine Facility and Isolation Facility in a dedicated floors and/or wings. Create zones within the facility hospital. Site would require DPHSS and GMH assessment to 	similar to a
Occupied Room Rate	\$
Unoccupied Holding (Reserve) Room Rate	\$
***********************************	************
3. MEDICAL STAFF LODGING. To provide for Housing medic interactions with COVID-19 positive patients. Medical staff housi rooms.	al staff who have sustained ng operations, require 135 ± 25
Occupied Room Rate	\$
Unoccupied Holding (Reserve) Room Rate	\$
**************************************	***********
NOTE PREFERENCE: To secure one (1) facility with multiple Patents, Quarantined Individuals, and Medical Staff. Quarantine Facility – From Floor to Wing Isolation Facility – From Floor to Wing Medical Staff Lodging – From Floor to Wing	wings to house Isolation
Hotel rooms must include daily cleaning supplies (i.e. disin	fectant spray, toilet brush,

From:

Anita Cruz

Sent:

Tuesday, May 12, 2020 6:02 PM

To:

'marilynquenga@onwardbeach.com'

Cc:

gsaprocurement

Subject:

REVISED REQUEST FOR QUOTE HOTEL NON-CONGREGATE SHELTERS

Attachments:

REVISED 5-12-20 SPECIFICATIONS FOR HOTEL NON-CONGREGATE SHELTERS.PDF

Tracking:

Recipient

Delivery

'marilynquenga@onwardbeach.com'

gsaprocurement

Delivered: 5/12/2020 6:02 PM

REQUEST FOR QUOTE REVISION FOR THE HOTEL NON-CONCREGATE SHELTERS. THIS IS AN EMERGENCY PROCUREMENT. PLEASE RESPOND WITH A "QUOTE" OR "NO QUOTE" BY:

5/14/20 BY CLOSE OF BUSINESS 5:00PM





Transmission Report

Date/Time Local ID 1

05-18-2020 6714751727

0000000

01:20:42 p.m.

Transmit Header Text

Local Name 1

GSA PURCHASING

Local Name 2

GSA

Local ID 2 Name

Q200280164 - - To ONWARD AGANA BEACH H

Owner

anita.cruz

This document: Confirmed (reduced sample and details below)

Document size: 8.5"x11"

All correspondences for this RFQ must reference the Requisition Number. Please send any correspondences to vog.maug.tobszg@lnemeruporqueg

PLEASE RESPOND BACK WITH QUOTE OR MO DHOTE SIYII'US MA'ĀSE

RECARRED FOR COMPARIEN

BUYER : Crux, Amita C - TELEPHONE: 408-1013 FAM NO.: 475-1727

| Flease respond as soon possible: Requisition Number: Q250185164 | but to later than: 8/15,2020 | RFQ f: RFQ20001598 CONSERV REACH BOTEL PLEASE FURNISS PAICE COOTE, DELIVERY TIME VERSOR: 945 GCV. C.CRELOS CAMACHO BD. | AND TERMS BASED ON F.O.B. DESTRIATION FOR 02926001 TAMONTHS, GC 96913 THE TERMS TOUTED BETTER, PREASE RESPOND BY THE ABOVE DATE. Phone (671) 647-5777 Fax (651) 646-1714 : Quoted by Print/Signature: Caste Date: i Fhone Number: -- Celives, Date Required: | The gazey making the foregoing sed is genuine and that baid badder agrees, that they are subly evane and is in c Delivery Date Effered: compliance with Title 5 G.C.A. Chapter 5 - 5501 and 5501 | Hage Determination, and that the Attached is the Bost Talms: recent issued by U.S. D.C.I. for the prelitions required to implement the required service as per the following apeailiaition Drices çona ferv Therefore, under genelcy of perjory, I descrip that the feace stated apove are true. (Signature Offering Recycle Froducts ()YES () NO Offering Randegrafable Fredicts () WES () DC Floors separate your offer of resystable and/or blockgradable produces from requier products. THES IS HOT AH ORDES 1711 TOTAL | EVAILA-MOE! YES MITTER DESCRIPTION - OR EQUAL PRICE 22229 PELLETY 1 (THIS PURCEASE CREEK IS ISSUED 11,703: FOR TECS THE REPORT OF ACCUSABILISE AVOIDILA IN IRESPONSE TO THE COVERNMENT OF FILER AND IREPURPOSE SUCE FACILITY FOR /COVID-19 FOR 14 DAY HANDATORY JEASEENGER FROM A COVID-19 JAFFECTED AREAS..

Total Pages: 34

Total Pages Confirmed: 34

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No.	lob_	Remote Station	Start Time	Duration	Pages	Line	Mode	Job Type	Results
001	120	6477793	01:05:20 p.m. 05-18-2020	00:14:46	34/34	1	EC	HS	CP14400

Appreviations:

HS: Host send

HR: Host receive WS: Waiting send PL: Polled local PR: Polled remote

MS: Mallbox save

MP: Mailbox print RP: Report

FF: Fax Forward

CP: Completed

FA: Fail

TU: Terminated by user

TS: Terminated by system

G3: Group 3

EC: Error Correct

HOTEL NIKKO GUAM RESPONSE

From:

Marilyn Palarca <marilyn.palarca@nikkoguam.com>

Sent:

Thursday, May 14, 2020 9:20 AM

To:

Anita Cruz

Cc:

gsaprocurement

Subject:

RE: REVISED REQUEST FOR QUOTE HOTEL NON-CONGREGATE SHELTERS

Hafa Adai Ms. Cruz,

As of now, Hotel Nikko Guam response will be a "NO QUOTE" due to not available as per request.

Thank you & have a nice day,

Marilyn Palarca| Sales/Room Reservations Manager Hotel Nikko Guam P.O. Box 12819, Tamuning, Guam 96931 Phone +1 671 642-8861| Fax +1 671 649-8817



"CONFIDENTIALITY STATEMENT"

This electronic message transmission, including any attachments, contains information from Hotel Nikko Guam which may be confidential or privileged and exempt from disclosure under applicable law. The information is intended only for the use of individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that disclosure, distribution, copying or use of the contents of this information is strictly prohibited. If you have received this electronic communication in error, please notify sender immediately by a "reply to sender only" message, or by contacting sender by telephone and destroy all electronic and hard copies of this communication, including attachments.

From: Anita Cruz [mailto:Anita.Cruz@gsadoa.guam.gov]

Sent: Tuesday, May 12, 2020 6:01 PM

To: 'rmrsvn@nikkoguam.com'

Cc: gsaprocurement

Subject: REVISED REQUEST FOR QUOTE HOTEL NON-CONGREGATE SHELTERS

REQUEST FOR QUOTE REVISION FOR THE HOTEL NON-CONCREGATE SHELTERS. THIS IS AN EMERGENCY PROCUREMENT. PLEASE RESPOND WITH A "QUOTE" OR "NO QUOTE" BY:

5/14/20 BY CLOSE OF BUSINESS 5:00PM

From:

Anita Cruz

Sent:

Tuesday, May 12, 2020 5:49 PM

To:

'rmrsvn@nikkoguam.com'

Cc:

gsaprocurement

Subject:

REVISED REQUEST FOR QUOTE HOTEL NON-CONGREGATE SHELTERS

Attachments:

REVISED 5-12-20 SPECIFICATIONS FOR HOTEL NON-CONGREGATE SHELTERS.PDF

Tracking:

Recipient

Delivery

Read

'rmrsvn@nikkoguam.com'

gsaprocurement

Delivered: 5/12/2020 6:01 PM

Read: 5/13/2020 9:43 AM

REQUEST FOR QUOTE REVISION FOR THE HOTEL NON-CONCREGATE SHELTERS. THIS IS AN EMERGENCY PROCUREMENT. PLEASE RESPOND WITH A "QUOTE" OR "NO QUOTE" BY:

5/14/20 BY CLOSE OF BUSINESS 5:00PM





From:

Anita Cruz

Sent:

Tuesday, May 12, 2020 10:32 AM

To:

'rmrsvn@nikkoguam.com'

Cc:

gsaprocurement

Subject:

REQUEST FOR QUOTE HOTEL NON-CONGREGATE SHELTERS

Attachments:

Q200280164 - RFQ20001593 - To HOTEL NIKKO GUAM - Assigned to GSACRUZA -

5-12-2020 10 09 19 AM.pdf; OHS HOTEL SERVICES - SPECIFICATION FOR QFAC-

ISOFAC-ACF.docx; TERMS & CONDITIONS HOTEL SERVICES.doc

Tracking:

Recipient

Delivery

'rmrsvn@nikkoguam.com'

gsaprocurement

Delivered: 5/12/2020 10:32 AM

THIS IS A REQUEST FOR QUOTE FOR EMERGENCY PROCUREMENT. PLEASE PROVIDE A RESPONSE BY 05/13/2020 BY 12:00 NOON.





From:

Marilyn Palarca <marilyn.palarca@nikkoguam.com>

Sent:

Wednesday, May 13, 2020 9:23 AM

To:

Anita Cruz

Cc:

gsaprocurement

Subject:

RE: REVISED REQUEST FOR QUOTE HOTEL NON-CONGREGATE SHELTERS

Dear Ms. Cruz,

Hafa Adai and greetings from Hotel Nikko Guam.

Received all your attached documents and inquiry.

I had forwarded it to our General Manager for review and response.

Thank you & have a nice day,

Marilyn Palarca | Sales/Room Reservations Manager Hotel Nikko Guam P.O. Box 12819, Tamuning, Guam 96931 Phone +1 671 642-8861 | Fax +1 671 649-8817



"CONFIDENTIALITY STATEMENT"

This electronic message transmission, including any attachments, contains information from Hotel Nikko Guam which may be confidential or privileged and exempt from disclosure under applicable law. The information is intended only for the use of individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that disclosure, distribution, copying or use of the contents of this information is strictly prohibited. If you have received this electronic communication in error, please notify sender immediately by a "reply to sender only" message, or by contacting sender by telephone and destroy all electronic and hard copies of this communication, including attachments.

From: Anita Cruz [mailto:Anita.Cruz@gsadoa.guam.gov]

Sent: Tuesday, May 12, 2020 6:01 PM

To: 'rmrsvn@nikkoguam.com'

Cc: qsaprocurement

Subject: REVISED REQUEST FOR QUOTE HOTEL NON-CONGREGATE SHELTERS

REQUEST FOR QUOTE REVISION FOR THE HOTEL NON-CONCREGATE SHELTERS. THIS IS AN EMERGENCY PROCUREMENT. PLEASE RESPOND WITH A "QUOTE" OR "NO QUOTE" BY:

5/14/20 BY CLOSE OF BUSINESS 5:00PM

Anita T. Cruz

Transmission Report

Date/Time Local ID 1 Local ID 2 Name

05-12-2020 6714751727

08:47:25 a.m.

Transmit Header Text

Local Name 1

GSA PURCHASING GSA

0000000

Q200280164 - RFQ20001593 - To HOTEL NIK

Local Name 2 Owner

anita.cruz

This document: Confirmed (reduced sample and details below) Document size: 8.5"x11"

All correspondences for this BFQ must reference the Requisition Number. Please send any correspondences to gsaprocurement@gsadoa.guam.gov

PLEASE RESPOND. BACK WITH QLOTE OR NO QUOTE SIYU'US MA'ASE

PROPERT FOR CONTACTOR

BUYER : Cris, Anica T -: TECEFRONE: 475-1713 FAM KOL: 475-1727

Please respond as soon possible! Requisit		are:
but no letter than: 8 18/2029 STQ #: 1	AFQ21011593	8/12/2020
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Phone (572) 643-8315 Fax (671) 646-0030		
Carred by Print Signature:	Quote Bate: Picse Number:	134-14-44-14-16-16-4-4-4-4-4-4-4-4-4-4-4-4
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Total Pages: 3

Total Pages Confirmed: 3

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Abbreviations:

HS: Host send HR: Host receive PL: Polled local PR: Polled remote MP: Mallbox print RP: Report

CP: Completed

TS: Terminated by system G3: Group 3

WS: Waiting send

MS: Mallbox save

FF: Fax Forward

TU: Terminated by user

EC: Error Correct

PLEASE RESPOND BACK WITH QUOTE OR NO QUOTE SIYU'US MA'ASE

BUYE! TELE!		- GSA 475-1727	·				
•	ase respond as soon possib no later than: 5/15/2020	-)164	-	ete: 5/12/2020
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BUYER : Cruz, Anita T

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|SEE ATTACHMENTS |1. SPECIFICATION

12. TERMS AND CONDITIONS

PLEASE RESPOND BACK WITH QUOTE OR NO QUOTE SIYU'US MA'ASE

REQUEST FOR QUOTATION

- GSA

1	TELEPHONE: 475-1713 FAX NO.:	475-1727					
1	Please respond as soon possik but no later than: 5/15/2020	le Requisition RFQ #: RFG	on Number 020001593	o: Q2002 8	0164		Date: 5/12/2020
	VENDOR: HOTEL NIKKO GUAM N8226701 ATTN: THE CONTROLL P O BOX 12819 TAMUNING, GU 96931	ER sp	AND TERM	is based (Is listed	RICE QUOT ON F.O.B. BELOW. P	DESTINAT	CION FOR
****	Phone (671) 649-8815 Fax (671) 		Quote Da	ite:	Phone	Number:	:
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: Cruz, Anita T

BUYER

PLEASE RESPOND BACK WITH QUOTE OR NO QUOTE SIYU'US MA'ASE

5/12/20201

REQUEST FOR QUOTATION

- GSA

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P	lease re. ut no la	spond as soon possible ter than: 5/15/2020	Requisition Number: Q200280164 RFQ #: RFQ20001593	Date: 5/12/20
-	ENDOR:	HOTEL NIKKO GUAM) PLEASE FURNISH PRICE QUOTE,	DELIVERY TIME

ATTN: THE CONTROLLER N8226701 | AND TERMS BASED ON F.O.B. DESTINATION FOR P 0 BOX 12819 THE ITEMS LISTED BELOW. PLEASE RESPOND BY TAMUNING, GU 96931 THE ABOVE DATE.

Phone (671) 649-8815 Fax (671) 646-0030

Quoted by Print/Signature:	J	Quote Date:	Phone	Number:
		7		
** Delivery Date Vermired. I The martin	_			

| The party making the foregoing bid is genuine and that | said bidder agrees, that they are fully aware and is in | ** Delivery Date Offered: | compliance with Title 5 G.C.A. Chapter 5 - 5801 and 5802| | | Wage Determination, and that the attached is the most Terms: | recent issued by U.S. D.O.L. for the positions required | | to implement the required service as per the following Prices good for: Days | specification.

| Therefore, under penalty of perjury, I certify that the | facts stated above are true. | Signature

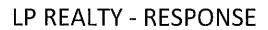
Date:

- 1. Offering Recycle Products () YES () NO
- | 2. Offering Biodegradable Products () YES () NO

Please separate your offer of recyclable and/or biodegradable products from regular products.

THIS I S NOT ORDER

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From:

Lou Perez < lp.lprealty@gmail.com>

Sent:

Thursday, May 14, 2020 2:49 PM

To:

Anita Cruz

Subject:

Re: REVISED REQUEST FOR QUOTE HOTEL NON-CONGREGATE SHELTERS

Thank you for this RFP. At this time my clients won't be submitting a proposal. They are interested in other programs. Pls advise if there are others forthcoming.

Sincerely,

Lou M Perez LP Realty Principal Broker

Sent from my iPhone

On May 13, 2020, at 1:23 PM, Anita Cruz <Anita.Cruz@gsadoa.guam.gov> wrote:

Yes, I will send you as soon as I complete the terms

From: Lou Perez < lp.liprealty@gmail.com>
Sent: Wednesday, May 13, 2020 12:38 PM
To: Anita Cruz < Anita. Cruz@gsadoa.guam.gov>

Subject: Re: REVISED REQUEST FOR QUOTE HOTEL NON-CONGREGATE SHELTERS

Acknowledged receipt. Do you have one more for homeless?

Sent from my iPhone

On May 13, 2020, at 12:30 PM, Anita Cruz < Anita.Cruz@gsadoa.guam.gov > wrote:

Hi Lou

Sorry, incorrect email see below and the attachment.

Anita

From: Anita Cruz

Sent: Tuesday, May 12, 2020 5:47 PM

To: 'lprealty@gmail.com' < !prealty@gmail.com >

From:

Anita Cruz

Sent:

Tuesday, May 12, 2020 5:47 PM

To:

'Iprealty@gmail.com'

Cc:

gsaprocurement

Subject:

REVISED REQUEST FOR QUOTE HOTEL NON-CONGREGATE SHELTERS

Attachments:

REVISED 5-12-20 SPECIFICATIONS FOR HOTEL NON-CONGREGATE SHELTERS.PDF

Tracking:

Recipient

Delivery

Read

'lprealty@gmail.com'

gsaprocurement

Delivered: 5/12/2020 5:48 PM

Read: 5/13/2020 9:41 AM

REQUEST FOR QUOTE REVISION FOR THE HOTEL NON-CONCREGATE SHELTERS. THIS IS AN EMERGENCY PROCUREMENT. PLEASE RESPOND WITH A "QUOTE" OR "NO QUOTE" BY:

5/14/20 BY CLOSE OF BUSINESS 5:00PM





From:

Anita Cruz

Sent:

Tuesday, May 12, 2020 11:57 AM

To:

'Iprealty@gmail.com'

Cc:

gsaprocurement

Subject:

FW: REQUEST FOR QUOTE HOTEL NON-CONGREGATE SHELTERS

Attachments:

HOTEL NON-CONGREGATE SHELTERS SPECIFICATIONS & TERMS AND

CONDITIONS.PDF

Importance:

High

SORRY ATTACHED SPECIFICATIONS AND TERMS & CONDITIONS FOR THE HOTEL NON-CONGREGATE SHELTERS.

From: Anita Cruz

Sent: Tuesday, May 12, 2020 11:56 AM

To: 'lprealty@gmail.com' <lprealty@gmail.com>

Cc: gsaprocurement <gsaprocurement@gsadoa.guam.gov>

Subject: REQUEST FOR QUOTE HOTEL NON-CONGREGATE SHELTERS

PLEASE REPOND NO LATER THAN 5/13/20 AT 12:00PM NOON. THIS IS AN EMERGENCY PROCUREMENT





CORE TECH INTERNATIONAL PRICE QUOTATION

HOTEL NON-CONGREGATE SHELTERS

Specification: Revised 5/12/20

1. HOTEL QUARANTINE FACILITY. 14 day mandatory quarar from a COVID-19 affected area. Quarantine operations, require	
OPTION 1 - Open purchase order for <u>fully furnished</u> utilized rooms to in laundry services.	nclude meals and
Occupied Room Rate	\$ 140, additional occupant \$30/person
Unoccupied Holding (Reserve) Room Rate	\$ 90 hotel occupancy tax not included
OPTION 2 - Lease the entire facility. Holding fee will be paid for unutilize than the room rate to include meals and laundry services.	ed rooms at a rate less
Occupied Room Rate	\$
Unoccupied Holding (Reserve) Room Rate	\$
**************************************	**************
2. HOTEL ISOLATION FACILITY. Isolation of asymptomatic C future isolation operations, will require 36 \pm 11 rooms for surge.	OVID-19 positive patients. For
OPTION 1 - Open purchase order. Holding fee will be paid for unutilized than the room rate to include meals, laundry services and de-	
Occupied Room Rate	\$
Unoccupied Holding (Reserve) Room Rate	\$
OPTION 2 - Lease all rooms on a single hotel floor. Holding fee will be pat a rate less than the room rate to include meals, laundry se decontamination services.	
Occupied Room Rate	\$
Unoccupied Holding (Reserve) Room Rate	\$

OPTION 3 - Is to combine the Quarantine Facility and Isolation Facility dedicated floors and/or wings. Create zones within the hospital. Site would require DPHSS and GMH assessment.	facility similar to a
Occupied Room Rate	\$
Unoccupied Holding (Reserve) Room Rate	\$
*********************	**************************************
3. MEDICAL STAFF LODGING. To provide for Housing rinteractions with COVID-19 positive patients. Medical staff rooms.	nedical staff who have sustained housing operations, require 135 \pm 25
Occupied Room Rate	\$_140 additional occupant \$30/persor
Unoccupied Holding (Reserve) Room Rate	\$ 90 hotel occupancy tax not in cluded
**************************************	*********************************
NOTE PREFERENCE: To lease one (1) hotel with dedica accommodate alternate Care Facilities.	ited floors on separated wings to
1 Floor - Quarantine Facility - Separated Wing	
1 Floor – Isolation Facility – Separated Wing	
1 Floor – Medical Staff Lodging – Separated Wing	
Hotel must include daily cleaning supplies (i.e. disinfed cleaner, and two (2) rags).	tant spray, toilet brush, toilet



GENERAL SERVICES AGENCY
DEPARTMENT OF ADMINISTRATION
GOVERNMENT OF GUAM

148 Route 1 Marine Drive Pill. Guam 96925 TRAN CODE

THIS PURCHASE ORDER NUMBER
No. P206E00326

MUST APPEAR ON ALL INVOICES PACKING SUPS PACKAGES, B/L CORRESPONDENCE ETC.

DATE 100 ORDERNO OBJECT 5/21/2020 028020025230

230

F.O.B.

AR FRIGHT HE CONTACT | THE VIA

TO:

CORE TECH INTERNATIONAL 388 SOUTH MARINE CORES DRIVE

SUTTE 400

TAMUNING, GU 96913

Telephone: 671 473-5000 Fax: 671 475-5500

Email:

VENDOR

C0098647

47 **3** SO

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CONSIGNEE DESTINATION & MARKING

GOVERNORS OFFICE P.O. BOX 2350

HAGATNA, GU 96932-0000

COVID-19 MANDATORY QUARANTINE

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TIME FOR DELIVERY

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CIAL INSTRUCTION S TO YEAROR. SEND CERTIFIED ORICINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF GOVERNMENT OF GUAY, P.O. BOX 834, AGANA, GUAM 94910. RAYMENT IN THRITT (30) DAYS UPON RECEIPT OF MERCHANDISE IN GUAM IN C			e administration:	XXXX	XXXXXX	A. DO NOT FIT. THIS OF IF YOUR TOTAL COST EXCEEDS THIS TOTAL	į
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rchase order number shown above. Reverse side for purchase order terms and conditions.	PAYMENT		Claudia Name	Acida II	e Chief	Procurement _u @ffi	CET
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Control No.

ORIGINAL/VENDOR'S COPY

Digitally Approved on: 5/21/2020



GENERAL SERVICES AGENCY DEPARTMENT OF ADMINISTRATION GOVERNMENT OF GUAM

> 148 Route 1 Marine Drive Piti, Guam 96925

TRAN CODE

THIS PURCHASE ONDER NUMBER

No. P206E00326

MUST APPEAR ON ALL INVOICES PACKING SUPS, PACKAGES B/I CORRESPONDENCE ETC.

DATE JOB ORDER NO 028020025236

230

OBJET

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388 SOUTH MARINE CORPS DRIVE

CORE TECH INTERNATIONAL

學學 INVITATION NO

VENDOR 00096647 CONSIGNAE DESTRUMION & MARKING GOVERNORS OFFICE

P.O. BOX 2350

HAGATNA. GU 96932-0000

TAMUNING, GU 96913 R Email: AUTHORITY

3113

TO

SUITE 400

Telephone: 671 473-5000 Fax: 671 473-5560

字单 CONTRACTNO.

TAKE FOR DELIVERY EXPERNO SEE BELOW

13

COVID-19 MANDATORY QUARANTINE DISCIOUNT TERMS:

APPLICATES OF SERVICIES 23° (DESTRUCTION CHANNI NIMELY 人名英格兰 Track. \$140.00 FER PERSON + \$30.00 FER FERSON ADDITIONAL FOR OCCUPIED ROOM RATE. UNGCCUPIED HOLDING (RESERVE) POOM RATE: \$98.00 FER PERSON THOTEL COOCUPANCY TAX NOT INCLUCED. FULLY FURNISHED RODAS INCHUSIVE OF THREE (3) MEALS: EREAKFAST/LUNCH/DINNER: AND LAUNDRY SERVICES: EACH FOOM TO BE PROVIDED WITH FROME SERVICES FOR LOCAL CALLS CNLY; CLEANING SUPPLIES FOR EACH ROOM SUCH AS DISTNEECTAND SFRAY, TOTLET CLEANER, TOTLET BROSH, AND 2 RAGS. NOTE: THE GOVERNMENT OF GUAM WILL NOT BE RESPONSIBLE FOR 'UNAUTHORIZED' PURCHASES OR SERVICES. Note: Arounts due this Purchase Order may be off set for mobies due the Government. of Guam inclusive of but not limited to taxes, fees, and returned checks plus for other damages, penalties, and Attorney's fees, after failure to pay accordingly To be coordinated between the agenty and vendo ALL LATE DELIVERIES AND ACCEPTANCES ARE SUBJECT TO THE LIQUIDATED DAMAGES CLAUSE IN SECTION 6101(9)(a) OF THE GAR.

SPECIAL INSTRUCTION'S TO VENDOR

B. SEND CESTIFIED ORICINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACCOUNTS, DEPARTMENT OF ADMINISTRATIONS

GOVERNMENT OF GUAM, RO. BOX 884, AGANA, GUAM 96910,

BAYDIENT IN THIRTY (30) DAYS UPON RECEIPT OF MERCHANDISE IN GUAM, IN COOD CONDITION

THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE.

E. × \$ THIS ORDER IS SUBJECT TO THE SPECIAL PROVISIONS. AND BID GENERAL TERMS AND CONSTITIONS SPECIFIED ON THIS BID. * ON ALL AR SHIPMENTS HAVE AIR FREIGHT COMPANY CALL THIS NUMBER LIPON ARRIVAL OF GOODS

CONTRACTOR PLEASE SUPPLY PROMPTLY THE ABOVE ARTICLES OR SERVICES, ALL CORRESPONDENCE PERTAINING TO THIS ORDER INCLUDING INVOICES, SHIPPING DOCUMENTS AND PACKAGES MUST BEAR THE

PURCHASE DADER RUMBER SHOWN ABOVE SEE REVERSE SIDE FOR PURCHASE ORDER TERMS AND CONDITIONS

ADMANCE PAYMENT AUTHORIZATION PAYMENT ENCLOSED

2 OF

FAGE

Claudia "Kame Actalle

XXXXXXXXXX

If YOUR ROTAL COST EXCEEDS THIS TOTAL REART CHANCES AND SECURIN

A, DOENCE FIRE LINE CHOSEN

SIGNATURE.

Chief Procurement Officer

Control No.

IN GUAM.

ORIGINAL/VENDOR'S COPY

Digitally Approved on: 5/21/2020



GENERAL SERVICES AGENCY DEPARTMENT OF ADMINISTRATION **GOVERNMENT OF GUAM**

> 148 Route 1 Marine Drive Pill Guam 96925

TRAN CODE

THIS PURCHASE ORDER NUMBER

No. 9206E00326

MUST APPEAR ON ALL INVOICES PACKING SUPS, PACKAGES BYE CORRESPONDENCE ETC.

JOB ORDER NO OBJCI 5/21/202d 02802002523d

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OR

AV PEION 'S. CONVACT SHE VIA

TO:

CORE TECH INTERNATIONAL

388 SOUTH MARINE CORPS DRIVE

SUITE 400

TAMUNING, 3U 96913

Telephone: 671 473-5000 Fax: 671 473-5500

Email:

VENDOR

00098647

CONSIGNEE, DESTINATION & MARKING

GOVERNORS OFFICE P.O. BOX 2950

HAGATNA, GU 96932-0000

COVID-19 MANDATORY QUARANTINE

AUTHORITY 3113 * HVITATION NO

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TIME FOR DELIVERY SEE BELOW

EXPRING DISCOUNT TERMS:

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	PATRICK LEON GUERRERO 607-6964			1		
;	MARIE QUENGA 499-4742	200		•		
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	MICHAEL TAICERCH 939-1079			:	:	
:	inclusive of the attached					
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Digitally Approved on: 5/21/2020



GENERAL SERVICES AGENCY DEPARTMENT OF ADMINISTRATION GOVERNMENT OF GUAM

> 148 Route 1 Marine Drive Pill. Guarn 96925

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THIS PURCHASE ORDER MUMBER

No. 9206E00326

MUST APPEAR ON ALL INVOICES PACKING 9 IPS PACKAGES B/L CORRESPONDENCE ETC

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TO:

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388 SOUTH MARINE CORPS DRIVE

SORE TECH INTERNATIONAL

VENDOR C0096647

CONSIGNEE DESTRIATION & MARKING

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GOVERNORS OFFICE P.O. BOX 2950

HAGATNA, GU 96932-0000

Email:

SUITE 400

TAMUNING, GU 96913 Telephone: 671 473-5000 Fax: 671 473-5500

COVID-19 MANDATORY QUARANTINE

AUTHOMITY

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CISCOUNT TERMS: EX2额的运

APROLES OF SERVICES GIV. **FIRMS** UM PRICE AMACHITAT DOCUMENT MARKED FA. THIS GREER IS SUBJECT TO THE FOLLOWING TERMS AND CONCITIONS: 1. Acknowledgment copy of this order must be signed and returned advising approximate or definite shipping date. I. No variation in any of the terms, conditions, beliveries, prices, quantity, quality, or specification on this order, irrespective of the wording of the seller's acceptance, will be effective without suyer's written consent. Facking list must accompany each shipment, showing our order number, description and part; serial number for each item. 4. Shipments must be identified as "PARTIAL" or "COMFIETE". f. Material is subject to buyer's inspection and approval within a reasonable time after delivery; if specifications are not met, material shall be returned at seller's expense. i. In connection with any prompt payment discount offered, time will be computed from date of delivery and acceptance at destination, or frem the date the correct involce or youcher is received in the office specified by the Government of Guam, if the latter is later than date of delivery and acceptance. Payment is deered to be made, for the purpose of earning discount, on the date of the mailing of the check. 7. Cvershipments, unless specifically authorized, will not be accepted. In connection with bid awards and contracts, this purchase order shall be governed by the Special Provisions and End General Terms and Conditions as specified. SPECIAL INSTRUCTION S TO VENDOR A. DO MOTHER THIS ORDER SUPPLICATION OF ACCOUNTS, DEPARTMENT OF ADMINISTRATION. 100000.00 If YOUR TOTAL COST GOVERNMENT OF GUAM, HO. BOX 884, AGAMA, GUAM 96910. EXCEEDS THIS TOTAL PAYMENT IN THATTY (30) DAYS UPON RECEIPT OF MERCHANIDISE IN GUAM IN GOOD CONDITION D. THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE E. * * THE ORDER IS SUBJECT TO THE SPECIAL PROVISIONS, AND BIO GENERAL TERMS AND CONFITTING SPECIFED ON THIS BID. *A) A! Electric Es amiliar licitat F. * ON ALL AR SHPYENG HAVE AR FREIGHT COMEANY CALL THIS NUMBER LIPON ARRIVAL OF COOLIS ni GUAM. SIGNATURE:

Contractor Please Supply Promptly the above abtilles or services, all correspondence pertaining to this order including invoices, shippang occuments and packages must bear the

PAYMENT ENCLOSED

ADVANCE PAYMENT MOTASTROHTLA

Claudia Name Actalle

Chief Procurement, Afficer

Purchase order number shown arove. See reverse side for purchase order terms and conditions.

4 OF



GENERAL SERVICES AGENCY DEPARTMENT OF ADMINISTRATION GOVERNMENT OF GUAM

> 148 Route 1 Marine Drive Piti. Guam 96925

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THIS PURCHASE ORDER NUMBER No. 9206E00326

MUST APPEAR ON ALL INVOICES PACKING SUPS, PACKAGES, B/I CORRESPONDENCE ETC

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TO:

AIR FIEIGHT TELL CONTACT | SHIP VIA

VENDOR C0096647

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CONSIGNEE DESTINATION & MARKING

GOVERNORS OFFICE

P.O. BOX 2950

HAGATNA, GU 96932-0000

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SUTTE 400 TAMUNING, GU 96913

CORE TECH INTERNATIONAL

388 SOUTH MARINE CORPS DRIVE

Telephone: 671 473-5000 Fax: 671 473-5500

COVID-19 MANDATORY QUARANTINE

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CONTRACTOR PLEASE SUPPLY PROMPTLY THE ABOYE ARTICLES OR SERVICES. ALL CORRESPONDENCE PERTAINING TO THIS ORDER INCLUDING INVOICES, SHIPPING DOCUMENTS AND PACKAGES MUST BEAR THE PURCHASE ORDER HUMBER SHOWN ABOYE SEE REVERSE SIDE FOR PURCHASE ORDER TERMS AND COMMITTIONS. ADVANCE PAYMENT AUTHORIZATION PAYMENT ENCLOSED

PAGE 5 OF

Claudia MAME Actalle

Chief Procurement Afficer

Control No.

ORIGINAL/VENDIOR'S COPY

Digitally Approved on: 5/21/2020

I. Statement of Leased Premises and Services to be Performed.

- A. This Agreement ensures Hotel will lease fully furnished hotel rooms with 24 hours supervision/service for all persons subject to the GHS OCD's quarantine orders to GHS OCD for the entire term of this Agreement and any renewals or extensions thereof.
- B. Hotel shall provide regular linen and towel service for all persons quarantined at the facility. These linens and towels shall be professionally laundered/cleaned per CDC guidelines as they pertain to COVID-19.
- C. Hotel agrees to provide basic house-keeping supplies for all areas of the facility
- D. Hotel agrees to maintain and promptly address any concerns arising out of the physical facility, including but not limited to, air conditioning units, plumbing issues, and furniture.
 - E. Hotel shall provide quarantined persons with
 - a. Deliver palatable quality food to all quarantined persons at the facility.
 Food services must meet all applicable federal and local guidelines, laws,
 and regulations and meet the guidelines prescribed herein.
 - b. Provide an efficient system whereby occupants receive meals that provide proper nutrition and meet specific dietary needs of individual medical conditions, religious requirements or management plans.
 - c. Provide nutritious meals to quarantined person three (3) times a day, seven (7) days a week.
 - F. Hotel shall furnish at its own expense, all proper and adequate equipment, materials, labor, personnel, and supplies necessary to provide the Leased Premises and perform the Services in a safe, professional, workmanlike and diligent manner, and shall provide and have available at all times for use by its employees engaged in the performance of such services all safety equipment and appliances needed for maximum protection of its employees and other persons against injuries.

II. Term of Agreement.

	A.	Effective	e Date	e . This	Agreeme	ent s	halt be	effecti	ve st	tarting _	5/21/2020	l
GHS-OCD	shall not b											
no services	shall be pe	rformed u	ınder	this Ag	greement	prior	to the	effectiv	ve da	ate.		

	В.	Initial T	erm.	The	Initial	Term	of t	this A	Agreement	shall	begin	immed	iately
on the effectiv	e date a	nd shall	end on										

- C. Renewal Terms. At the option of GHS/OCD, and as agreed to by the Hotel, this Agreement may be renewed for ten (10) additional one (1) month periods, subject to wage and benefit compliance and the appropriation, allocation and availability of funds (each being a "Renewal Term"). Upon expiration of the Renewal Term, this Agreement shall expire, unless sooner terminated.
- D. Decontamination Period. Upon expiration of the Initial Term or any subsequent renewal term (whichever is later), GHSIOCD shall be allowed a decontamination period to last fifteen (15) days, at no cost to GHSIOCD, for the sole purpose of cleaning the facility per CDC guidelines.

III. Compensation.

- A. Compensation. Compensation for Services: Hotel shall receive compensation based on the following formula: FULLY FURNISHED UTILIZED ROOM PER DAY. (SEE ATTACHED "SPECIFICATION").
- B. Contract Type. This is a Firm Fixed-Price Lease and Related Services Contract. The compensation/price stated herein is not subject to adjustment or increase because of variations in the Hotel's actual cost of performing the work and Services specified in this Agreement. Any price adjustments to this Agreement may only be made in accordance with valid, approved Change Orders pursuant to the Change Orders Clause of this Agreement and the Price Adjustment Clause of this Agreement.
- C. No Compensation Prior to Approval of Agreement. GHS OCD shall not be liable to Hotel for any services performed by Hotel prior to full execution of this Agreement by all parties, and Hotel expressly waives any and all claims for services performed in expectation of this Agreement prior to its full execution.
- D. Final Payment. Final payment shall be made upon satisfactory performance of all services required to be performed by Hotel under this Agreement. Prior to the final payment due Hotel, and as a condition precedent thereto, Hotel shall execute and deliver to GHS OCD a release in form approved by GHS OCD of claims against GHS OCD arising under this Agreement. Hotel expressly waives the provision of Section 82602 of Title 18, Guam Code Annotated, which states:

A general release does not extend to claims which the creditor does not know or suspect to exist in his four at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

E. Payment. All rates and prices and payments to the Hotel shall be in the currency of the United States.

IV. Availability of Funds.

This Agreement is contingent upon the availability of governmental funds. Funds are available for the first fiscal period of this Agreement. The initial source of the funds for this Agreement is local funds. The government of Guam and GHS/OCD shall have no liability under this Agreement to the Hotel or to anyone else beyond the certified funds available for this Agreement.

B. Adjustments of Price or Time for Performance. GHS OCD reserves the right to increase or decrease any unit priced quantity as may be deemed reasonable or necessary in order to complete the Services contemplated under this Agreement.

If any such change order increases or decreases the Hotel's cost of, or the time required for, performance of any part of the services under this Agreement, whether or not changed by the order, an adjustment shall be made and the Agreement modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Standard Price Adjustment Clause of this Agreement. Failure of the parties to agree to an adjustment shall not excuse a Hotel from proceeding with the Agreement as changed, provided that the government of Guam promptly and duly make such provisional adjustments in payments or time for performance as may be reasonable. By proceeding with the services, the Hotel shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion. All changes must be recorded on a contract change order before they can be included in an application for payment/invoice.

- C. Written Certification. The Hotel shall not perform any change order in excess of \$5,000 unless it bears, or the Hotel has separately received, a written certification, signed by the Procurement Officer CEO or other responsible official that funds are available therefor; and, if acting in good faith, the Hotel may rely upon the validity of such certification.
- D. Time Period for Claim. Within 30 days after receipt of a written change order under Paragraph (I) (Change Order) of this clause, unless such period is extended by the Procurement Officer in writing, the Hotel shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the Hotel's claim unless the government of Guam is prejudiced by the delay in notification.
- E. Claim Barred After Final Payment. No claim by the Hotel for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this Agreement.
- F. Claims Not Barred. In the absence of such a change order, nothing in this clause shall restrict the Hotel's right to pursue a claim arising under the Agreement, if pursued in accordance with the clause entitled Claims Based Upon GHS:OCD's Actions or Omissions or for breach of contract.

VII. Subcontractors

A. Subcontractor. A subcontractor is a person or entity who has a direct contract with the Hotel or a higher tier subcontractor to perform a portion of the Services set forth in this Agreement.

- B. Award of Subcontracts and Other Contracts for Portions of the Services.
 - 1. Unless otherwise stated in this Agreement, the Hotel, as soon as practicable after execution of this Agreement, shall furnish in writing to GHS/OCD the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Services. GHS OCD may reply within 14 days to the Hotel in writing stating: (1) whether GHS/OCD has reasonable objection to any such proposed person or entity; or (2) that GHS/OCD requires additional time for review. Failure of GHS/OCD to reply within the 14-day period shall constitute notice of no reasonable objection.
 - 2. The Hotel shall not contract with a proposed person or entity to whom *GHSIOCD* has made reasonable and timely objection. The Hotel shall not be required to contract with anyone to whom the Hotel has made reasonable objection.
 - 3. The Hotel shall not substitute a subcontractor, person or entity previously selected if GHS OCD makes reasonable objection to such substitution.
- C. Subcontractor Relations. By appropriate written agreement the Hotel shall require each subcontractor, to the extent of the Services to be performed by the subcontractor, to be bound to the Hotel by terms of this Agreement, and to assume toward the Hotel all the obligations and responsibilities, including the responsibility for safety of the subcontractor's Services, which the Hotel, by these Documents, assumes toward GHS/OCD. Each subcontract agreement shall preserve and protect the rights of GHS OCD under this Agreement with respect to the Services to be performed by the subcontractor so that subcontracting thereof will not prejudice such rights. Hotel shall have full responsibility under this Agreement, the Offer Documents, conditions, Plans, and Specifications for any subcontracts which the Hotel may let.
- D. Subcontracts. The Hotel or subcontractor shall insert in any subcontracts the clauses set forth in this Agreement, to include a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Hotel shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

VIII. Suspension of Services

- A. Suspension for Convenience. The Procurement Officer may order the Hotel in writing to suspend, delay, or interrupt all or any part of the services for such period of time as may be appropriate for the convenience of GHS OCD.
- B. Adjustment of Cost. If the performance of all or any part of the services is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the Procurement Officer in the administration of this Agreement, or by the failure of the Procurement Officer to act within the time specified in this Agreement (or if no time is specified, within reasonable time), an adjustment shall be made for any increase in the cost of performance of this Agreement necessarily caused by such unreasonable suspension, delay, or interruption and the Agreement modified in writing accordingly.

However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent: (a) that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Hotel; or (b) for which an adjustment is provided for or excluded under any other provision of this Agreement.

- C. Time Restriction on Claim. No claim under this clause shall be allowed: (a) for any costs incurred more than twenty (20) days before the Hotel shall have notified the Procurement Officer 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 Agreement.
- D. 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 Agreement.

IX. Early Termination.

- A. By GHS/OCD. GHS/OCD reserves the right to cancel or terminate this Agreement prior to its completion for any reason, including, but not limited to, the following:
- (i) Termination without Cause: GHS OCD may terminate this Agreement, without cause, upon the delivery of written notice to the Hotel at least thirty (30) days prior to the intended date of termination.
- (ii) Termination in the Best Interest of the Government of Guam: GHS OCD may terminate this Agreement based upon a determination that such termination is in the best interests of the Government of Guam by delivering a written notice of such termination to the Hotel and the effective date of such termination. Circumstances for termination under this clause include but are not limited to Hotel's successful completion of services under this Agreement to the satisfaction of GHS OCD.
- (iii) Termination for Cause Default: If the Hotel 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 Hotel 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 Hotel'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 Hotel 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.

(iv) Termination for Convenience. The GHS/OCD procurement officer may, when the interests of GHS/OCD so require, terminate this contract in whole or in part, for the convenience of GHS/OCD. The procurement officer shall give written notice of the termination to the Hotel specifying the part of the contract terminated and when termination becomes effective. The Hotel shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Hotel will stop work to the extent specified. The Hotel shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Hotel 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 Hotel to assign the Hotel's right, title, and interest under terminated orders or subcontracts to GHS/OCD. The Hotel must still complete the work not terminated by the notice of termination and may incur obligations as necessary to do so.

The Hotel shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data to the extent required by 2 GAR §3118. If the Hotel fails to file a termination claim within one year from the effective date of termination, the procurement officer may pay the Hotel, if at all, an amount set in accordance with this section. The procurement officer and the Hotel may agree to a settlement provided the Hotel has filed a termination claim as required herein and the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by GHS/OCD and the contract price of the work not terminated. Absent agreement of a settlement, the procurement officer shall pay the Hotel the following amounts: with respect to all contract work performed prior to the effective date of the 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 amount paid or to be paid for completed portions of such work; provided that if it appears that the Hotel 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 this clause. These costs must not include costs paid in accordance with subsection (a) above; (c) the reasonable settlement costs of the Hotel 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. The total sum to be paid the Hotel under this subsection shall not exceed the total contract price plus the reasonable settlement costs of the Hotel reduced by the amount of payments otherwise made, the proceeds of any sales of supplies or materials under this section, and the contract price of work not terminated.

B. By Hotel.

(i) Termination for Cause: Hotel shall notify GHS/OCD in writing of deficiencies or default in the performance of GHS-OCD's duties under this Agreement. GHS/OCD

shall have twenty (20) days to correct the deficiency or cure the default, which period may be extended by Hotel (said extension not to be unreasonably denied). Upon 60 days' written notice of Hotel's termination of this Agreement for cause, the Hotel shall be entitled to payment, in accordance with Section III of this Agreement, for satisfactory services rendered up to the termination date and GHS OCD shall have no obligations to Hotel. The Hotel shall be obligated to continue performance of services, in accordance with this Agreement, until the termination date and shall have no further obligation to perform services after the termination date.

- C. Termination/Modification for Lack of Funds. GHS/OCD may terminate or modify this Agreement based upon a lack of funding. In such an event, GHS/OCD shall promptly provide notice to Hotel and within twenty (20) days of the notice, the Parties shall renegotiate the terms of this Agreement in good faith. If the parties are unable to reach an agreement on the renegotiation, then either Party may terminate this Agreement pursuant to Section IV of this Agreement as applicable,
- D. Preservation of Property. Notwithstanding any termination of this Agreement, and subject to any directions from GHS/OCD, the Hotel shall take timely and reasonable and necessary action to protect and preserve the property in the possession of Hotel in which GHS/OCD has an interest.
- E. Additional Provisions. In the event that either party effects an Early Termination, it is expressly provided that GHS-OCD may issue a new solicitation with respect to such terminated services. This provision shall not be deemed an admission or waiver of any rights and defense with respect to rights of either Party under this Agreement, including but not limited to, either Parties' rights to assert damages for breach of Agreement.

X. Contact Person.

The Hotel agrees that, during the term of this Agreement, it shall identify a primary contact person who is familiar with the services being performed hereunder and who shall be responsible to the questions and direction of GHS OCD. The contact person must be identified in writing within thirty (30) days after full execution of this Agreement by all parties. GHS/OCD reserves the right to request replacement of the contact person designated by the Hotel under this Agreement.

XI. Confidentiality.

A. Information. The Hotel hereby warrants that it shall not disclose any documents, materials or information, whether verbal, written, electronic or digital media or otherwise (collectively, the "Information"), made available or acquired for the purpose of carrying out this Agreement. Only authorized persons shall use and have access to the Information, and then only for the period such access is required to perform services under this Agreement. All necessary steps shall be taken by the Hotel to safeguard the confidentiality of the Information in conformance with any applicable United States and Guam laws, statutes and regulations.

The Hotel shall keep copies of the Information and the provisions of this Section shall remain in effect as long as determined by GHS/OCD. All of the Information shall be returned promptly after use to GHS/OCD and all copies or derivations of the Information shall be physically and/or electronically destroyed. Hotel shall include a letter attesting to the complete return of Information and documenting the destruction of copies and derivations with the returned Information.

The Hotel shall not enter into any Agreements or discussions with a third party concerning such Information without the prior written consent of GHS OCD, and then only if the Hotel requires the third party(ies) to agree to the terms of the confidentiality set forth herein and the Information is provided to such third party(ies) only for purposes of enabling the Hotel to discharge its responsibilities under this Agreement.

It is specifically provided that the limitations contained in this paragraph A shall not apply (i) to the extent required by applicable law, (ii) to the extent that any Information is now or hereafter becomes part of the public domain, but only to the limited extent that such Information, or any portion thereof, is in the public domain not as a result of any breach or violation of this Agreement, or (iii) to the extent that a party is directed otherwise under the terms of a valid and effective order, issued by a court of competent jurisdiction.

B. Liability. Failure to comply with the provisions of Paragraph A shall subject the Hotel to liability, including all damages and injunctive relief.

XII. Claims Based Upon GUS/OCD's Actions or Omissions

- A. Notice of Claim. If any action or omission on the part of GHS-OCD or any entity within the government of Guam, requiring performance changes within the scope of the Agreement constitutes the basis for a claim by Hotel for additional compensation, damages, or an extension of time for completion, Hotel shall continue with performance of the Agreement in compliance with the directions or orders of GHS-OCD, but by so doing, Hotel shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:
 - 1. Hotel shall have given written notice to GHS/OCD:
- a) prior to the commencement of the work involved, if at that time, Hotel knows of the occurrence of such action or omission;
- b) within 30 days after Hotel knows of the occurrence of such action or omission, if Hotel did not have such knowledge prior to the commencement of the work; or
 - c) within such further time as may be allowed by the GHS OCD in writing.

This notice shall state that Hotel regards the act or omission as a reason which may entitle Hotel to additional compensation, damages, or an extension of time. The GHS/OCD, 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 GHS/OCD.

- 2. The notice required by Subparagraph (A) of this Paragraph describes as clearly as practicable at the time the reasons why Hotel believes that additional compensation, damages, or an extension of time may be remedies to which Hotel is entitled; and
- 3. Hotel maintains and, upon request, makes available to the GHS/OCD 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.
- B. Limitations of Clause. Nothing herein contained, however, shall excuse Hotel from compliance with any rules of law precluding any government of Guam 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 Agreement.

- XIII. Waiver. No waiver by any party of any right on any occasion shall be construed as a bar to or waiver of any right or remedy on any future occasion.
- XIV. Severability. If any provision of this Agreement shall be held or deemed by a court of competent jurisdiction to be invalid, inoperative or unenforceable, the remaining provisions herein contained shall nonetheless continue to be valid, operative and enforceable as though the invalid, inoperative or unenforceable provision had not been included in the Agreement.
- XV. Survival of Warranties. All representations, warranties, agreements, covenants and obligations in this Agreement shall be deemed to have been relied upon by the other party, and shall survive the completion of this Agreement and shall not merge in the performance of any obligation by any party hereto.
- XVI. Fees and Expenses. Each of the Parties shall bear its own expenses in connection with the negotiation and consummation of the transactions contemplated by this Agreement.
- XVII. Notices. All invoices, reports, correspondence, notices, requests, demands and other communications here under shall be in the English Language, in writing. All notices required to be given under this Agreement by either party to the other may be effected by personal delivery, or by mail (registered or certified, postage, prepaid with return receipt requested). Notices delivered personally shall be deemed communicated as of actual receipt. Mailed notices shall be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first. Notices shall be addressed and delivered to the parties as follows, provided that each party may change the address by giving the other party written notice in accordance with this section;

TO GHS OCD:

GUAM HOMELAND SECURITY OFFICE OF CIVIL DEFENSE

TO HOTEL:

- XVIII. Transmission of Data in Digital Form. If the parties intend to transmit any information or documentation in digital form, they shall establish necessary protocols governing such transmissions, unless otherwise already provided in this Agreement.
- XIX. Assignment/Subcontractors. It is expressly acknowledged that Hotel is solely responsible for the fulfillment of its duties and obligations under this Agreement, regardless of whether or not Hotel utilizes one or more subcontractors for such purpose.

The right and interest of Hotel under this Agreement (including, but not limited to, Hotel's right to or interest in any part of or all payments under this Agreement) may not be assigned, transferred or subcontracted to any other person, Hotel, corporation or other entity, whether by agreement, merger, operation of law or otherwise, without the prior, express written consent of GHS/OCD. In the event of a permissive subcontract or assignment of this Agreement by Hotel, Hotel agrees that any subcontractors retained by Hotel or assignees shall be subject to all provisions of this Agreement.

- XX. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns and transferees, except as otherwise provided for under the terms of this Agreement.
- XXI. Scope of Agreement. This Agreement (i) supersedes any and all other Agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and (ii) contain all of the covenants and Agreements between the Parties with respect to such subject matter in any manner whatsoever. The Hotel and GHS OCD each acknowledge that no representations, inducements, promises or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in the Agreement shall be valid or binding.
- XXII. Captions. All Section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the content of the Agreement.
- **XXIII.** Counterparts. This Agreement may be executed in counterparts, all of which taken together shall be deemed one original.
- XXIV. Governing Law and Forum Selection. Except to the extent United States federal law is applicable, the validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of Guam. Hotel expressly recognizes that the Government Claims Act (Title 5 of the Guam Code Annotated, Chapter 6) applies with respect only to claims of money owed by or to the Hotel/Hotel against the Government, if the claim arises out of or in connection with this Agreement. Hotel also expressly recognizes that all other claims by the Hotel. Hotel against the Government are subject to the Guam Procurement Law (Title 5 of the Guam Code Annotated, Chapter 5).
- XXV. Consent to Jurisdiction. Hotel hereby expressly consents to the jurisdiction and venue of Guam with respect to any protest or dispute resolution, and the forum of the courts of Guam with respect to any and all claims which may arise by reason of this Agreement, except as otherwise may be provided by Guam Procurement Law. Hotel waives any and all rights it may otherwise have to contest the same or to proceed with any claims arising by reason of this Agreement in a different jurisdiction, forum, or venue.

XXVI. Compliance with Laws.

- A. In General. The Hotel shall comply with all U.S. and Guam laws, statutes, regulations and ordinances applicable to this Agreement. The Hotel represents and warrants that it is fully licensed to do business in Guam to render the services to be provided herein.
- B. Non-Discrimination in Employment. The Hotel agrees: (i) not to unlawfully discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap; (ii) to include a provision similar to that contained in subsection (i) above in any subcontract or assignment agreement except a subcontract for standard commercial supplies or raw materials; and (iii) to post and to cause subcontractors and or assignees to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

XXVII. Retention and Access to Records and Audit Review.

The GHSJOCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives must have the right of access to any documents, papers, or other records of the Hotel which are pertinent to the contract, in order to make audits, examinations, excerpts, and transcripts, and to inspect supplies and services and audit records at any Hotel or proposed subcontractor's facility or place of business and perform tests both: prior to award of a contract, to determine responsibility and capability of performing any contract to be awarded under a solicitation, and to determine whether the Hotel's or subcontractor's facilities, supplies, or services conform to solicitation requirements; or after award, to determine whether the awarded contractor is conforming to contract requirements, and its performance is therefore acceptable. This right also includes timely and reasonable access to the Hotel's personnel for the purpose of interview and discussion related to such documents. The Hotel agrees to abide by the following access, audit, and inspection terms:

Access to Records and Retention. The Hotel, including its subcontractors, if any, agrees Α. that it shall maintain and retain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and relative to its cost or pricing data, and shall make such materials available at all reasonable times after submission of its Offer, during any awarded contract term, and for three (3) years from the date of final payment under any awarded contract or for three (3) years from the date that all other pending matters are closed, whichever is later, for inspection in Guam or at any reasonable location designated by the GHS OCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives, unless the Offeror is notified in writing by the Federal Emergency Management Agency, the cognizant agency for audit, the oversight agency for audit, the cognizant agency for indirect costs, or the GHS/OCD to extend the retention period. If any litigation, claim, or audit is started before the expiration of the threeyear period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. Records for real property and equipment acquired with the funds from the awarded contract must be retained for three (3) years after final disposition of the real property and equipment. Each subcontract by the Offeror shall include a provision containing the conditions of this Section for any contract awarded under this solicitation.

B. Right to Audit. Hotel shall establish and maintain a reasonable accounting system that enables the GHS/OCD or the Federal Emergency Management Agency to readily identify Offeror's assets, expenses, costs of goods, and use of funds. The GHSJOCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to its Offer, the solicitation, or this Agreement, which are kept by or under the control of the Hotel, including, but not limited to those kept by the Hotel, its employees, agents, assigns, successors, and subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including bids of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back-charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Hotel shall, at all times during the term of any awarded contract and for a period of three (3) years after the date of final payment under any awarded contract, maintain such records, together with such supporting or underlying documents and materials.

The Hotel shall at any time requested by GHS/OCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives before, during, or after completion of an awarded contract, and at Hotel's own expense make such records available for inspection and audit (including copies and extracts of records as required) by GHS OCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives Such records shall be made available to GHS/OCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives, during normal business hours at the Hotel's office or place of business without prior notice. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for GHS OCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives. Hotel shall ensure GHS OCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives has these rights with Hotel's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Hotel and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Hotel's obligations to GHS/OCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives. Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by GHS/OCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives unless certain exemption criteria are met,

If the audit identifies overpricing or overcharges (of any nature) by the Hotel to GHSJOCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives in excess of one-half of one percent (.5%) of the total contract billings, the Hotel shall reimburse the GHS OCD or the entity that conducted the audit for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the GHS OCD may recoup the costs of the audit work from the Hotel. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Hotel's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of GHS OCD the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives' findings to Hotel.

- C. Right to Enter and Inspect. GHS/OCD the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives may, at any time, without notice, enter and inspect the Hotel's or subcontractor's facilities, place(s) of business, or any place(s) of performance of this Agreement. The GHS/OCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives may enter and inspect any plans, supplies, services, equipment, work and records at these locations which are related to the performance of this Agreement, and may conduct any testing deemed necessary to determine whether the Hotel's or subcontractor's compliance or conformity to the solicitation or contract requirements. Guam may enter and audit the cost or pricing data, books, and records of the Hotel or any subcontractor, and/or investigate in connection with an action to debar or suspend a person from consideration for award of contracts pursuant to § 9102 (Authority to Debar or Suspend) of the Guam Procurement Rules and Regulations.
- XXVIII. Program Fraud and False or Fraudulent Statements or Related Acts. Hotel stipulates that Title 5 GCA Chapter 37, the False Claims and Whistle blower Act applies to this Agreement and to all Hotel's actions pertaining to this Agreement. The False Claims and Whistle blower Act was passed as Public Law 34-116, Chapter III, Section 20 (lapsed into law August 24, 2018) and codified at Title 5 GCA Chapter 37.

XXIX. Government of Guam and GHS/OCD Not Liable.

- A. General Liability GHS OCD and the government of Guam assume no liability for any accident or injury that may occur to Hotel, its agents, dependents, or personal property while in execution of duties under this Agreement.
- B. Prior Work, GHS OCD and the government of Guam shall not be liable to Hotel for any services performed by Hotel prior to the approval of this Agreement by the Procurement Officer and the Hotel hereby expressly waives any and all claims for compensation for acts performed in expectation of this Agreement prior to its approval by the Governor of Guam.
- C. GHS/OCD not Liable. GHS/OCD assumes no liability for any accident, loss, claim, judgment, action or injury that may occur to the Hotel and/or the Hotel's Partner's, officers, directors, agents, servants, subcontractors and/or employees, and or to the personal property of any such person or entity, arising out of the performance of services under this Agreement except to the extent caused or contributed to by the negligent act or omission of GHS/OCD.

No officer, agent, or employee of GHS OCD shall be liable personally under or by reason of this Agreement or any of its provisions. In addition, GHS/OCD assumes no liability for any accident or injury that may occur to Hotel's officers, directors, employees, agents, or dependents while traveling to and from Guam in furtherance of this Agreement.

XXX. Delays, Extensions and Suspensions. GHS OCD unilaterally may order the Hotel in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of GHS OCD. The Hotel agrees to prosecute the work continuously and diligently apart from those periods of suspension, delay or interruption. Except as otherwise agreed to by the Parties, reasonable time extensions for the performance of Hotel's services will be granted only for excusable delays that arise from causes beyond the control and without the fault or negligence of the Hotel, including, but not restricted to, acts of God, acts of the public enemy, acts of the Government of Guam or the Government of the United States in either its sovereign or contractual capacity, acts of another Hotel or contractor in the performance of an agreement with the Government of Guam, fires, floods, typhoons, earthquakes, epidemics, quarantine restrictions, strikes, freight, or embargoes.

XXXI. Modifications including those Due to Public Welfare, Change in Law or Change in Marketing Conditions.

GHS/OCD shall have the unilateral power to modify the Agreement at any time subject to the written agreement of Hotel. GHS/OCD shall have the power to make changes in the Agreement and to impose new rules and regulations on the Hotel under the Agreement relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare or due to a change in law. GHS/OCD shall give the Hotel notice of any proposed change in the Agreement and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Hotel.

In the event GHS/OCD materially alters the obligations of the Hotel, or the benefits to GHS/OCD, then the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of the Hotel, then the Hotel or GHS/OCD shall be entitled to an adjustment in the rates and charges established under the Agreement. Hotel shall be entitled to terminate this Agreement rather than accept modified terms. Nothing contained in the Agreement shall require any party to perform any act or function contrary to law. GHS/OCD and the Hotel agree to enter into good faith negotiations regarding modifications to the Agreement, which may be required in order to implement changes in the interest of the public welfare or due to changes in law. When such modifications are made to the Agreement, GHS/OCD and the Hotel shall negotiate in good faith a reasonable and appropriate adjustment for any changes in services or other obligations required of the Hotel directly and demonstrably due to any modification in the Agreement under this clause.

XXXII. Non-segregated Facilities. The Hotel must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The Hotel may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The Hotel's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the Hotel's control, where the facilities are segregated.

The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The Hotel shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

XXXIII. Hotel Employee Benefits, Taxes, and Insurance. Hotel agrees there shall be no government of Guam employee benefits accruing to Hotel under this Agreement, including, but not limited to:

- a) Insurance coverage provided by the GHS OCD;
- b) Participation in the government of Guam retirement system
- c) Accumulation of vacation leave or sick leave;
- and d) Workers Compensation coverage.

A. Status of Hotel. The Hotel and its officers, agents, servants, subcontractors and employees are independent contractors performing Services for GHS/OCD and are not employees of either GHS/OCD or the government of Guam. The Hotel and its officers, agents, servants and employees shall not accrue vacation or sick leave, participate in the government of Guam retirement system, insurance coverage, bonding, use of government vehicles or any other benefits accorded to government of Guam employees as a result of this Agreement. Hotel agrees that Hotel and its aforementioned employees, officers, directors, agents, servants, and subcontractors are not and will not become an employee, officer or Board member of GHS/OCD at any time during the duration of this Agreement, and will otherwise comply with the provisions of the Guam Procurement Law regarding ethics in public contracting (Title 5 Guam Code Annotated, Chapter 5, Article 11, and its associated rules and regulations).

Nothing in this Agreement or any action taken under this Agreement shall be deemed or construed in any manner or for any purpose to evidence or establish as between Hotel and GHS/OCD a relationship of partnership, agency, association, joint venture or representative, nor does this Agreement authorize any party to undertake or bind any obligation or responsibility on behalf of the other party. In addition, there shall be no withholding of taxes by GHS/OCD for the Hotel.

B. Tax and Withholding Liability, The Hotel assumes responsibility for its personnel and subcontractors providing services hereunder and will make all deductions and payments for social security and withholding taxes and for contributions to employment compensation funds, employee benefits, or any other payments required by the governments of the United States and Guam, if required. Hotel is responsible for paying when due any and all income taxes, gross receipts taxes or business privilege taxes, or any other taxes or assessments incurred as a result of the services performed by the Hotel and Hotel's employees or agents under this Agreement or the compensation paid to Hotel for services performed under this Agreement, unless Hotel is a non-resident person or entity without a valid Guam Business License, in which case a withholding fee equal to four percent (4%) of the total dollar value of this Agreement will be withheld for the payment of Guam's Business Privilege Tax in accordance with 11 GCA § 71114 (PL 33-166).

- C. Insurance. Hotel shall maintain at the Hotel's expense all necessary insurance for its employees including but not limited to Workman's Compensation, Errors and Omissions, and liability insurance for each employee as required under U.S. and Guam Law and the mandates of the underlying RFP to this Agreement. Hotel agrees to hold harmless and indemnify GHS/OCD, its officers, directors, employees, agents, representatives, successors and assigns, for any and all claims, demands, costs, losses, fees, penalties, interest, or damages, including attorney's fees, which may be brought or asserted due to: (i) any injury, death, or property damage arising from the negligence or other wrongful or tortuous acts of Hotel or Hotel's employees, officers, contractors, directors, agents, representatives, successors, or assigns; or (ii) Hotel's failure to comply with terms of this subparagraph B.
- Wage and Benefits Compliance. Hotel warrants it shall comply with all applicable federal and local laws, rules, and regulations regarding the payment of minimum wages and benefits, in particular in accordance with the Wage Determination for Guam issued and promulgated by the U.S. Department of Labor and with Guam Public Law 26-111. Hotel guarantees health and similar benefits for its employees, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, as required by any applicable law. Hotel further guarantees a minimum of ten (10) paid holidays per annum per employee, as required by any applicable law. Hotel assumes all liability for, and hereby indemnifies BSP GCMP from, any violation of any applicable law, rule, or regulation relating to the payment of wages or benefits. In addition, this Agreement contains extension and/or renewal clauses. Therefore, at the time of any extension or renewal adjustments, there shall be a stipulation contained in the extension or renewal document stating that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the extension or renewal date shall apply, as required by any applicable law. Any renewal or extension to which this provision applies shall also contain provisions mandating health and similar benefits for employees, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee, as required by any applicable law,
- XXXIV. Equal Employment Opportunity Compliance. The Hotel and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633. The Hotel and all subcontractors must also comply with the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b).
- A. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the Hotel's project activities under this Agreement.

The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this Agreement. In the execution of this Agreement, the Hotel agrees to comply with the following minimum specific requirement activities of EEO:

- 1. The Hotel will work with GHS OCD and the Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the Agreement.
- 2. The Hotel will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of payor other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

- B. EEO Officer: The Hotel will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
- C. Dissemination of Policy: All members of the Hotel's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Hotel's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
 - 1. Periodic meetings of supervisory and personnel office employees will be conducted before the start of services and then periodically, at which times the Hotel's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
 - 2. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the Hotel's EEO obligations within thirty days following their reporting for duty with the Hotel.
 - 3. All personnel who are engaged in direct recruitment for the Project will be instructed by the EEO Officer in the Hotel's procedures for locating and hiring minorities and women.
 - 4. Notices and posters setting forth the Hotel's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

- 5. The Hotel's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- D. Recruitment: When advertising for employees, the Hotel will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project workforce would normally be derived.
 - 1. The Hotel will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the Hotel will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the Hotel for employment consideration.
 - 2. In the event the Hotel has a valid bargaining agreement providing for exclusive hiring hall referrals, the Hotel is expected to observe the provisions of that agreement to the extent that the system meets the Hotel's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the Hotel to do the same, such implementation violates Federal non-discrimination provisions.
 - 3. The Hotel will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- E. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
 - 1. The Hotel will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project personnel.
 - 2. The Hotel will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
 - 3. The Hotel will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Hotel will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
 - 4. The Hotel will promptly investigate all complaints of alleged discrimination made to the Hotel in connection with its obligations under this Agreement, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Hotel will inform every complainant of all of their avenues of appeal.

F. Training and Promotion:

- 1. The Hotel will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- 2. Consistent with the Hotel's workforce requirements and as permissible under Federal and State regulations, the Hotel shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this Agreement, this subparagraph will be superseded as indicated in the special provision. GHS/OCD may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- 3. The Hotel will advise employees and applicants for employment of available training programs and entrance requirements for each.
- 4. The Hotel will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- G. Unions: If the Hotel relies in whole or in part upon unions as a source of employees, the Hotel will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the Hotel, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
 - 1. The Hotel will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
 - 2. The Hotel will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
 - 3. The Hotel is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Hotel, the Hotel shall so certify to GHS/OCD and shall set forth what efforts have been made to obtain such information.
 - 4. In the event the union is unable to provide the Hotel with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the Hotel will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women.

The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the Hotel from the requirements of this paragraph. In the event the union referral practice prevents the Hotel from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, the Hotel shall immediately notify GHS/OCD.

- H. Reasonable Accommodation for Applicants Employees with Disabilities: The Hotel must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
- I. Selection of Subcontractors. Procurement of Materials and Leasing of Equipment: The Hotel shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Hotel shall take all necessary and reasonable steps to ensure non-discrimination in the administration of this Agreement.
 - 1. The Hotel shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this Agreement.
 - 2. The Hotel will use good faith efforts to ensure subcontractor compliance with their EEO obligations.
- J. Records and Reports: The Hotel shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the Hotel for all the Services under this Agreement and shall be available at reasonable times and places for inspection by authorized representatives of GHS-OCD.
 - K. The records kept by the Hotel shall document the following:
 - a. The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
 - b. The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - c. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
 - 2. If required, the Hotel and any subcontractors will submit an annual report to GHS OCD each July for the duration of the Project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the Services under this Agreement.

The staffing data should represent the project workforce on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the Hotel will be required to collect and report training data. The employment data should reflect the workforce on board during all or any part of the last payroll period preceding the end of July.

XXXV. Disclosure. The Hotel hereby represents that it has disclosed to GHS/OCD all matters regarding Hotel which if not disclosed to GHS/OCD would materially affect GHS/OCD's decision to enter into this Agreement with Hotel.

XXXVI. Mandatory Representations by Hotel:

- A. Persons Convicted of Sex Offense. Hotel warrants that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 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 Hotel while on government of Guam property, with the exception of public highways. If any employee of Hotel is providing services on government property and is convicted subsequent to an award of a contract, then Hotel warrants that it will notify GHS/OCD of the conviction within twenty-four hours of the conviction, and will immediately remove such convicted person from providing services on government property. If Hotel is found to be in violation of any of the provisions of this paragraph, then GHS/OCD will give notice to Hotel to take corrective action. Hotel shall take corrective action within twenty-four (24) hours of notice from GHS/OCD, and Hotel shall notify GHS/OCD when action has been taken. If Hotel fails to take corrective steps within twenty-four (24) hours of notice from GHS/OCD in its sole discretion may temporarily suspend this agreement.
- B. Gratuities and Kickbacks. Hotel warrants it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107.
- C. Contingent Fees. Hotel warrants it has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies.
- D. Ethical Standards. Hotel warrants 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 II of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations,

XXXVII. Hotel's Ethical Warranties.

- Warranty against Employment of Sex Offenders. Hotel warrants that: (I) no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 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 Hotel while on government of Guam property, with the exception of public highways; and (2) that if any person providing services on behalf of Hotel is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry at any time during the performance of the contract, that such person will be immediately removed from working on government property and Hotel warrants that it will notify the Director of the AGENCY within twenty-four (24) hours of such conviction. If Hotel is found to be in violation of any of the provisions of this paragraph, then GHS OCD will give notice to Hotel to take corrective action. Hotel shall take corrective action within twenty-four (24) hours of notice from GHS/OCD, and Hotel shall notify GHS/OCD when action has been taken. If Hotel fails to take corrective steps within twenty-four (24) hours of notice from GHS/OCD, then GHS'OCD in its sole discretion may temporarily suspend this agreement.
- B. Covenant against Contingent Fees. Hotel represents that it has not retained a person to solicit or secure a government of Guam contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
- C. Representation Regarding Gratuities. Kickbacks, and Favor. The Hotel represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities, kickbacks, and favors set forth in the Guam Procurement Law.
- D. Ethical Standard, Hotel 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 II (Ethics in Public Contracting) of the Guam Procurement Law and in Article II of the government of Guam Procurement Regulations.
- **XXXVIII.** Guam Debarment. Hotel warrants that it will comply with the provisions of 5 GCA Chapter 5 Articles 9 and 11, subject to debarment or suspension, and that it will not employ any subcontractors who have been federally debarred or debarred by the government of Guam.
- and 12689)-A contract award of federal funds (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM); in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Hotel warrants that it is not a party listed on the government wide exclusions in the System for Award Management (SAM), and will comply with the provisions of Subpart C of 2 CFR Part 1326, "Non-procurement Debarment and Suspension," (published in the Federal Register on December 21,2006, 71 FR 76573) which generally prohibits entities that have been debarred, suspended, or voluntarily excluded from participating in non-procurement transactions either through primary or lower tier covered transactions, and which sets forth the responsibilities of recipients of federal financial assistance regarding transactions with other persons, including subrecipients and contractors.

Hotel agrees to the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Lower Tier Covered Transaction (Sub-Recipient), which is a material representation of fact, and agrees to include the following notice in the awarded contract, sub-award, or subcontract, as applicable:

"Applicants/bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of a DOC official) are subject to 2 CFR Part

1326, Subpart C, "Government-wide Debarment and Suspension (Non-procurement)." In addition, applicants/bidders for a lower tier covered transaction for a sub-award, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to 15 CFR Part 28, "New Restrictions on Lobbying."

Contractors should familiarize themselves with these provisions, including the certification requirements. Therefore, during contract performance applications for a lower tier covered transaction must include a Form CD-512, "Certification Regarding Lobbying Lower Tier Covered Transactions," completed without modification.

XL. Procurement of Recovered Materials. This is a federally funded project and pursuant to 2 CFR § 200.322, any Hotel awarded a contract under this RFP and all of its subcontractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, with CFR 1210MB Guidance § 200.324 where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XLI. Drug Free Workplace.

Hotel agrees to comply with Title V of the Drug-Free Workplace Act of 1988, 34 CFR Part 85, Subpart F (Pub. L. No. 100-690, Title V, Sec. 5153, as amended by Pub. L. No. 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U. S. c. § 8102); and the implementing regulations published at 2 CFR Part 182, "Government-wide Requirements for Drug-free Workplace (Financial Assistance)"; and the laws and regulations promulgated by the Federal Government and to maintain a drug-free workplace.

- A. The Hotel shall, within 30 days after award:
- 1. Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance as defined and listed in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812), and as further defined by regulation at 21 CFR 1308.11 through 1308.15,] is prohibited in the Hotel's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - 2. Establish an ongoing drug-free awareness program to inform such employees about-
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Hotel's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - 3. Provide all employees engaged in performance of the Agreement with a copy of the statement required by paragraph (1) of this clause;
 - 4. Notify such employees in writing in the statement required by subparagraph (b)(l) of this clause that, as a condition of continued employment on this Agreement, the employee will:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
 - 5. Notify the Procurement Officer in writing within 10 days after receiving notice under subdivision (4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
 - 6. Within 30 days after receiving notice under subdivision (4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
 - 7. Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (1) through (6) of this clause.

- B. The Hotel, if an individual, agrees by award of this Agreement not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this Agreement.
- C. In addition to other remedies available to GHS/OCD, the Hotel's failure to comply with the requirements of paragraph (B) or (C) of this clause may render the Hotel subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

XLII. Disputes.

- A. GHS/OCD and the Hotel agree to attempt resolution of all controversies which arise under, or are by virtue of, this procurement and any resulting contract through mutual agreement. If the controversy is not resolved by mutual agreement, then the Hotel shall request the government in writing to issue a final decision within sixty days after receipt of the written request. If the government does not issue a written decision within sixty days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Hotel may proceed as though the government had issued a decision adverse to the Hotel.
- B. GHS OCD shall immediately furnish a copy of the decision to the Hotel, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.
- C. GHS OCD's decision shall be final and conclusive, unless fraudulent or unless the Hotel appeals the decision.
- D. This subsection applies to appeals of GHS OCD's decision on a dispute. For money owed by or to GHS OCD under this Agreement, the Hotel shall appeal the decision in accordance with the Government Claims Act by initially filing a claim with the Office of the Attorney General no later than eighteen months after the decision is rendered by GHS/OCD or from the date when a decision should have been rendered. For all other claims by or against GHS/OCD arising under this Agreement, the Office of the Public auditor has jurisdiction over the appeal from the decision of GHS/OCD. Appeals to the Office of the Public Auditor must be made within sixty days of GHS OCD's decision or from the date the decision should have been made.
- E. The Hotel shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.
- F. The Hotel shall comply with GHS OCD's decision and proceed diligently with performance of the Agreement pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, the Agreement, except where the Hotel claims a material breach of the Agreement by GHS OCD. However, if GHS/OCD determines in writing that continuation of services under the Agreement is essential to the public's health or safety, then the Hotel shall proceed diligently with performance of the Agreement notwithstanding any claim of material breach by GHS/OCD.

XLIII. Indemnification. To the fullest extent permitted by law the Hotel shall indemnify and hold harmless the government of Guam, GHS/OCD, its Contractors and Subcontractors, if any, and the agents and employees of any of them, from and against claims, damages, losses, expenses, actions, recoveries, and judgments of every nature, including but not limited to attorneys' fees, arising out of or resulting from Hotel's performance of the Services. Hotel shall indemnify the government of Guam, GHS OCD, its Project Manager and its Contractors, if any, and the agents and employees of any of them, or any Assignee against, and hold them harmless from, any and all claims, actions, damages, including reasonable attorneys' fees, obligations, liabilities, and liens arising or imposed without the fault or negligence of Hotel, in connection with latent or other defects, or any claim for patent, trademark, copyright, or "trade secret" infringement, or under the doctrine of "strict liability," imposed or incurred by or asserted against the government of Guam, GHSJOCD, its Project Manager, or their respective successors or assigns, arising out of the manufacture, purchase, lease, possession, operation, condition, use or return of the Equipment, or by operation of law. Hotel shall be liable if any claim, damage, loss or expense attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (including the Equipment itself) is caused by the negligent acts or omissions of the Hotel, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

Hotel's indemnification does not extend to liabilities caused solely by the gross negligence or intentional wrongdoing of the government of Guam. Hotel shall give GHS/OCD prompt written notice of any matter hereby indemnified against and agrees that upon written notice by GHS/OCD of the assertion of such a claim, action, damage, obligation, liability, or lien, Hotel shall assume full responsibility for the defense thereof. The government of Guam shall have an opportunity to participate in the defense at its own expense with respect to attorneys' fees and costs, but not liability; particularly when there are substantial principles of government or public law involved, when litigation might create precedent affecting future governmental operations or liability, or when involvement of the government of Guam is otherwise mandated by law. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person under this Agreement.

XLIV. Attachments, Exhibits, Schedules, and Entire Agreement. This Agreement, including its Attachments, Exhibits and Schedules, constitutes the entire Agreement and supersedes all prior written or oral understandings. No Agreement, oral or written, expressed or implied, has been made by any party hereto, except as expressly provided herein. All prior Agreements and negotiations are superseded hereby. This Agreement and any duly executed amendments hereto constitute the entire Agreement between the Parties hereto.

XLV. Computation of Time. Whenever this Agreement provides for a time period of ten (10) days or less days, weekends and Government of Guam holidays are not included in the computation. When this Agreement provides for a time period of over ten (10) days, weekends and Government of Guam holidays are to be included in the computation.

XLVI. Partial Invalidity. If any provision of this Agreement shall be deemed by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue to be in full force and effect.

ABSTRACT

REISONABLE, AND THE BEST OBTAINABLE FOR THE DES	CRIBED BELOW.	Vendor No: L0015294	Vendor No: 20098889	Vendor Not G1476D61		
Cruz, Anita T - GSA 5/18/202 BUYER DATE 1113 ENERGENCY PROCURENENT EXECUTIVE ORDER 2020-04 REF; PUBLIC HEALTH ENERGENCY 10 GCA 19403		Vendor Name: LOTTE HOTEL GUAM, LLC 185 GUN BEACH ROAD TUHON, GU 96913 	Vendor News: ROYAL ORCHID GUAH HOTEL 626 PALE SAN VITORES RD TURON, GU 96911	Vendor Neme: GUAN REEF HOTEL 1317 PALE SIAN VITORES RD TUHON, GU 96911		
QUARANTINE FACILITY FOR 98 ROOMS		Point of Contest: NO RESPONSE Date: Phone: 671 646-6811 Fax #: 671 646-1403 Delivery:	Point of Contact: NO RESPONSE Date: Phone: 671 649-2000 Fax #: 671 649-3053 Delivery:	Point of Contact: NO RESPONSE Date: Phone: 671 648-1634 Fax #: 671 649-0130 Delivery:		
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QUARANTINE FACILITY FOR 98 ROOMS		Point of Contact; NO RESPONSE Date: Phone: 671 647-7777 Fax #: 671 646-1724	Point of Contagt; VALERIE Date: \$/15/2020 Phone: 671 646-3060 Fax #: 671 646-3059	Point of Contact: HARIA BARRETTO Dete:		
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I CERTIFY THAT THE FOREGOING STATEMENT OF INFORMAL QUOTATION IS TRUE AND CORRECT AND PRICES CHARGED ARE JUST, FAIR AND REASONABLE, AND THE BEST OBTAINABLE FOR THE DESCRIBED BELOW.

DOCUMENT NO.: Q200200165 APPROPRIATION NO.: 510DG20028BE0025230

	SCRIBED BELOW.	Vendor No: G14	76001	Vendor No: 023	36001		or No: 9001	1287
BUYER REMARKS 1	5/16/2020 DATE	Vandor Name: GUAN REEF HOTE 1317 PALE SAN		Vendor Name: ONWARD AGANA E 445 GOV. C.CAR		Vend	or Name:	
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I CERTIFY THAT THE FOREGOING STATEMENT OF INFORMAL QUOTATION IS TRUE AND CORRECT AND PRICES CHARGED ARE JUST, FAIR AND REASONABLE, AND THE BEST OSTAINABLE FOR THE DESCRIBED BELOU. DOCUMENT NO.: Q200280165 APPROPRIATION NO.: 5100Q200280E0Q25230 Vendor No: P0097932 Vendor No: Vendor Name: Vendor No: Cruz, Anita T - GSA 5/16/2020 Vendor Name: PERLAS COURTE HOMEOWNERS AND THE OFFICE OF THE AT GEMERAL, 287 WEST O'BRIE HAGATNA, GU 96910 DATE REMARKS: 3113 EMERGENCY PROCUREMENT SALD MARKOLDET PROCURE DE L'ESTATE DE L'ES Point of Contact: NO QUOTE Date: Phone: 671 646-7257 Pax #: 671 646-7257 Point of Contact: FOR: QUARANTINE FACILITY Point of Contact: Date: Date: Phone: Phone: Delivery: Delivery: Delivery: I DESCRIPTION [UNIT] QTY | UNIT PRICE| EXTENSION | QTY | UNIT PRICE| EXTENSION | QTY | UNIT PRICE| EXTENSION BLANKET PURCHASE AGREEMENT TO BE DRAWN ON AS NEEDED BASIS QUARANTINE FACILITY IN 1 1 JOB1 N O O U O T F * * RESPONSE TO GOVERNMENT OF MESSIONSE TO GOVERNEMENT OF GUAM IN ORDER TO UTILIZE AND REPURPOSE SUCH FACILITY FOR COVID-19 FOR 14 DAY MANADATORY QUARANTHE FOR ARRIVING PASSENCESS FROM A COVID-19 AFFECTED AREAS. TO BE DRAWN ON AN AS MEEDED BASIS COMMENCING UPON RECEIPT OF PURCHASE ORDER AND EXPIRING ON 8/16/20 OR UPON EXHAUSTION OF FUNDS WHICKEVER OCCURS QUARANTINE RATE: EST, 144 RMS. \$110.00 PER DAY (1 PERSOM) +\$30.00 PER DAY (2MD PERSOM) +\$30.00 PER DAY (3RD PERSOM) +\$130.00 PER DAY (3RD PERSOM) +11% HOTEL OCCUPANCY TAX ONLY QUARANTINE RATE FOR UNOCCUPIED HOLDING (RESERVE) ROOM: \$65.00 PER DAY NO HOTEL OCCUPANCY TAX OR BUSINESS TAX CHARGE. EACH ROOM TO BE PROVIDED WITH EACH ROOM TO BE PROVIDED WITH PHONE SERVICES FOR LOCAL CALLS ONLY; CLEANING SUPPLIES FOR EACH ROOM SUCH AS DISIMPRETANT SPRAY, TOILET BURSH, TOILET CLEANER AND 2 RAGS. INCLUSIVE OF THE ATTACHED SPECIFICATIONS AND TERMS AND CONDITONS. AUTHORIZED PERSONNEL: AUTHORIZED PERSONNEL: CHARLES ESTEVES 687-4821 LEO ESPIA 483-0361 PATRICK LEON GURRERRO 687-6864 MARIE QUENGA 489-4742 DENILLE CALVO 489-0581 HICHAEL TAIJERON 929-1070 ENERGENCY PROCUREMENT EXECUTIVE ORDER 2020-01 RELATIVE TO COVID-19 REF: 10 GCA 19403 PUBLIC HEALTH EMERGENCY ADTHORIZED PERSONNEL: CHARLES ESTEVES 687-4821 LEO ESPIA 483-0361 LEO ESPIA 493-0361
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1. SPECIFICATIONS

2. TERMS AND CONDITIONS

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ON 9/16/20 OR UPON EXHAUSTION OF FUNDS WHICHEVER OCCURS
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TO INCLUDE MEALS (BREAKFAST,

Nat. Costs Amt. Disc. Loc.Pref.10 Loc.Pref.15 Net Total I CERTIFY THAT THE FOREGOING STATEMENT OF INFORMAL QUOTATION
IS TRUE AND CORRECT AND PRICES CHARGED ARE JUST, FAIR AND
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Tadtactac, Christing H GSA BUYER REHARKS: 3113 EMERCENCY PROCUREMENT EXECUTIVE ORDER 2020-04 10 GCA 19.403 PUBLIC HEALTH EMERGENCY EXPIRING ON 8/16/20 OR UPON EXHAUSTION OF FUNDS WHICHEVER OCCURS FIRST.	5/25/202 DATE	20 1 1 1 1 1 1 1 1 1	Vend Vend PERL AND GENE HAGA Poin HARI Date	or No: POOS' or Name: AS COURTE HA AS COURTE HA AS COURTE HA AS COURTE HA AS COURTE HA COURTE HA AS COURTE HA	DREOWNERS DF THE AT ET O'BRIE 10 5/2020 5-7257 5-7257	Vend Vend Poin	or Neme: t of Conte	egt;	 	or Name:	ct:
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REASONABLE, AND THE BEST OBTAINABLE FOR THE DESCRIBED BELOW.

CEUE, ANIES T - GSA BUYER REMARKS: 3113 EMERGENCY PROCUREMENT EXPIRING ON 8/16/20 OR UPON EXHAUSTION OF FUNDS (OPEN PURCHASE AGREEMENT)	5/21/2020 DATE		2020 Vendor Name: 1 E PACIFIC ISLANDS CLUB (DIV:INTERPAC.RESORTS COR :		1255 PALE	ne: GULM RESORT	Vendo	or No. 0228 or Name: RD BEACH RE JOV. C.CARL HING, GU 96	SORT GUAN OS CANACH
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UNOCCUPIED HOLDING (RESERVE) ROOM RATE: \$90.00 PER PERSON (HOTEL OCCUPANCY TAX NOT INCLUDED.] 		 			
FULLY FURNISHED ROOMS INCLUSIVE OF THREE (3) HEALS; BREAKFAST/LUNCE/OINNER; AND LAUNDRY SERVICES;						 			
EACH ROOM TO BE PROVIDED WITH PHONE SERVICES FOR LOCAL CALLS PROVIDE SERVICES FOR EACH ROOM SUCH AS DISINECTANT SPRAY, TOLLET CLEANER, TOLLET BRUSH, AND 2 RAGS.]		
AUTHORIZED PERSONNEL: CHARLES ESTEVES 667-4821 LEC RSPLA 463-4051 PATRICK LECN GUERRERO 667-6664 HARLE QUENGA 489-4742 DEMILLE CALVO 489-0581 HICHAEL TAIJERON 929-1070)	 	1 (1 ; 1 ; 1 ; 1 ; 1 ; 1 ; 2 ; 1 ;		
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I CERTIFY THAT THE FOREGOING STATEMENT OF INFORMAL QUOTATION
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REASONABLE, AND THE BEST OBTAINABLE FOR THE DESC	MIDED BELOW,	Vendor No: 00096538		
Cruz, Anita T - GSA BUYER REMARKS: 3113 EMERGENCY PROCUREMENT EXPIRING ON 8/16/20 OR UPON EXHAUSTION OF FUNDS (OPEN PURCHASE AGREEMENT)	5/21/2020 DATE	Vendor Name: GUAR AIRPORT HOTEL P.O. BOX 10239 TAHUNING, GU 96931		Vendor No: Vendor Name:
EXECUTIVE ORDER: 2020-04 COVID 19 10 GCA 19403 PUBLIC HEALTH EMERGENCY		NO QUOTE Date: Phone: 671 646-4827 Fax #: 671 649-0051	CHIT BATHAN 5/20/2020	Point of Contact: Date: Phone: Fax #: Delivery:
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AUTHORIZED PERSONNEL: CHARLES ESTEVES 687-9821 LEC ESFEL 489-0361 PATRICK LEON GUERRERO 687-6864 HARLE QUENOA 489-4742 DENILLE CALVO 489-0581 NICHAEL TALJERON 929-1070				
INCLUSIVE OF THE ATTACHED SPECIFICATIONS & TERMS AND CONDITONS.				
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	Net Total		100000.00	

AMENDMENT

Lourdes A. Leon Guerrero Governor



GENERAL SERVICES AGENCY (Ahensian Setbision Hinirat)

Government of Guam

148 Rt. 1 Marine Corps Dr. Piti Guam 96915 Ph: 475-1707/1720 Fax: 475-1727/472-4217 Email: gsaprocurement@gsadoa.guam.gov

Edward M. Birn Director, DOA Edith C. Pangelinan Deputy Director, DOA

Joshua F. Tenorio

Lt. Governor

5/27/2020 ISSUE DATE

Amendment No.: 2020000001

VENDOR: HOTEL SANTA FE BEACH RESORTS, LLC 132 LAGOON DRIVE

132 LAGOON DRIVE TAMUNING, GU 96913

VENDOR NO.: H0097179 PHONE: 671 647-8855 FAX: 671 647-8860 EMAIL:

SUBJECT: Purchase Order No. P206E00310 Dated 5/16/2020 Document No. Q200280164

In reference to the above subject matter, please take the following action(s) upon receipt of this Pro Forma letter. (X) marked in the box opposite the action, is/are the actions to be taken:

- (X) Cancel in its entirety
- () The substitute item(s) is/are acceptable, proceed with the shipment
- () Cancel the balance and consider the order complete
- () Please ship VIA; A.P.P., Ocean Freight, P.P., Book Post
- (X) Others: (as stated below)

CANCEL IN ITS ENTIRETY DUE TO VENDOR DID NOT COMPLY WITH THE SPECIFICATIONS INCLUSIVE OF THE TERMS AND CONDITIONS

** NOTE: AMENDMENT CHANGES P/O VALUE. **
Your immediate action in this matter is requested.

Sincerely yours,

Claudia S. Acfalle

Chief Procurement Officer

Please fax or email back to GSA

ACKNOWLEDGMENT COPY
(PLEASE PRINT)

Received by:

Date:

Vendor Name:

COMMITTED TO EXCELLENCE

Fax: 671-472-4217

Email: gsaprocurement@gsadoa.guam.gov

SPECIFICATION

HOTEL NON-CONGREGATE SHELTERS

Specification: Revised 5/12/20

1. HOTEL QUARANTINE FACILITY. 14 days mandatory quarantine for all arriving passengers from a COVID-19 affected area. Quarantine operations, require 154 ± 17 rooms.

OPTION 1

- Open purchase order for fully furnished utilized rooms to include meals and laundry services.
- Any non-resident individual traveling to Guam for reasons other than performance of essential governmental service functions, including, but not limited to tourists and nonresident family members will be required to pay 14 days quarantine out of pocket.
- Any member of the federal government or U.S. Armed Forces to include dependents traveling to Guam on official orders will be required to pay out of pocket.

Occupied Room Rate	\$
Uпоссиріed Holding (Reserve) Room Rate	\$
OPTION 2 - Lease the entire facility. Holding fee will be paid for than the room rate to include meals and laundry ser	
Occupied Room Rate	\$
Unoccupied Holding (Reserve) Room Rate	\$
**************************************	************************************
2. HOTEL ISOLATION FACILITY. Isolation of asymptotic future isolation operations, will require 36 \pm 11 rooms fo	omatic COVID-19 positive patients. For r surge.
OPTION 1 - Open purchase order. Holding fee will be paid for u than the room rate to include meals, laundry service	
Occupied Room Rate	\$
Unoccupied Holding (Reserve) Room Rate	\$

 OPTION 2 Lease all rooms on a single hotel floor. Holding fee will be pa at a rate less than the room rate to include meals, laundry ser decontamination services. 	id for unutilized rooms vices, and
Occupied Room Rate	\$
Unoccupied Holding (Reserve) Room Rate	\$
*******************************	*******
OPTION 3 - Is to combine the Quarantine Facility and Isolation Facility in a dedicated floors and/or wings. Create zones within the facility hospital. Site would require DPHSS and GMH assessment to	similar to a
Occupied Room Rate	\$
Unoccupied Holding (Reserve) Room Rate	\$
*****************	**********
3. MEDICAL STAFF LODGING. To provide for Housing medical interactions with COVID-19 positive patients. Medical staff housing rooms.	il staff who have sustained ng operations, require 135 ± 25
Occupied Room Rate	\$
Unoccupied Holding (Reserve) Room Rate	\$
**************************************	**** ***********
NOTE PREFERENCE: To secure one (1) facility with multiple we Patents, Quarantined Individuals, and Medical Staff.	ings to house Isolation
Quarantine Facility – From Floor to Wing	
Isolation Facility – From Floor to Wing	
Medical Staff Lodging – From Floor to Wing	
Hotel rooms must include daily cleaning supplies (i.e. disinfetoilet cleaner, and two (2) rags).	ctant spray, toilet brush,

I. Statement of Leased Premises and Services to be Performed.

- A. This Agreement ensures Hotel will lease fully furnished hotel rooms with 24 hours supervision/service for all persons subject to the GHS OCD's quarantine orders to GHS/OCD for the entire term of this Agreement and any renewals or extensions thereof.
- B. Hotel shall provide regular linen and towel service for all persons quarantined at the facility. These linens and towels shall be professionally laundered/cleaned per CDC guidelines as they pertain to COVID-19.
- C. Hotel agrees to provide basic house-keeping supplies for all areas of the facility
- D. Hotel agrees to maintain and promptly address any concerns arising out of the physical facility, including but not limited to, air conditioning units, plumbing issues, and furniture.

E. Hotel shall provide quarantined persons with

- Deliver palatable quality food to all quarantined persons at the facility.
 Food services must meet all applicable federal and local guidelines, laws, and regulations and meet the guidelines prescribed herein.
- b. Provide an efficient system whereby occupants receive meals that provide proper nutrition and meet specific dietary needs of individual medical conditions, religious requirements or management plans.
- c. Provide nutritious meals to quarantined person three (3) times a day, seven (7) days a week.
- F. Hotel shall furnish at its own expense, all proper and adequate equipment, materials, labor, personnel, and supplies necessary to provide the Leased Premises and perform the Services in a safe, professional, workmanlike and diligent manner, and shall provide and have available at all times for use by its employees engaged in the performance of such services all safety equipment and appliances needed for maximum protection of its employees and other persons against injuries.

II. Term of Agreement

~~.	A OTHE OF THE COLL	CIII.
GHS OCD no services	suan nor ne responsion	Date. This Agreement shalt be effective startinge for any services prior to that date, and HOTEL warrants that der this Agreement prior to the effective date.
on the e ffec	B. Initial Term	The Initial Term of this Agreement shall begin immediately on

- C. Renewal Terms. At the option of GHS OCD, and as agreed to by the Hotel, this Agreement may be renewed for ten (10) additional one (1) month periods, subject to wage and benefit compliance and the appropriation, allocation and availability of funds (each being a "Renewal Term"). Upon expiration of the Renewal Term, this Agreement shall expire, unless sooner terminated.
- D. Decontamination Period. Upon expiration of the Initial Term or any subsequent renewal term (whichever is later), GHSIOCD shall be allowed a decontamination period to last fifteen (15) days, at no cost to GHSIOCD, for the sole purpose of cleaning the facility per CDC guidelines.

III. Compensation.

- A. Compensation. Compensation for Services: Hotel shall receive compensation based on the following formula: FULLY FURNISHED UTILIZED ROOM PER DAY, (SEE ATTACHED "SPECIFICATION").
- B. Contract Type. This is a Firm Fixed-Price Lease and Related Services Contract. The compensation/price stated herein is not subject to adjustment or increase because of variations in the Hotel's actual cost of performing the work and Services specified in this Agreement. Any price adjustments to this Agreement may only be made in accordance with valid, approved Change Orders pursuant to the Change Orders Clause of this Agreement and the Price Adjustment Clause of this Agreement.
- C. No Compensation Prior to Approval of Agreement. GHS OCD shall not be liable to Hotel for any services performed by Hotel prior to full execution of this Agreement by all parties, and Hotel expressly waives any and all claims for services performed in expectation of this Agreement prior to its full execution.
- D. Final Payment. Final payment shall be made upon satisfactory performance of all services required to be performed by Hotel under this Agreement. Prior to the final payment due Hotel, and as a condition precedent thereto, Hotel shall execute and deliver to GHS OCD a release in form approved by GHS OCD of claims against GHS OCD arising under this Agreement. Hotel expressly waives the provision of Section 82602 of Title 18, Guam Code Annotated, which states:

A general release does not extend to claims which the creditor does not know or suspect to exist in his four at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

E. Payment. All rates and prices and payments to the Hotel shall be in the currency of the United States.

IV. Availability of Funds.

This Agreement is contingent upon the availability of governmental funds. Funds are available for the first fiscal period of this Agreement. The initial source of the funds for this Agreement is local funds. The government of Guam and GHS/OCD shall have no liability under this Agreement to the Hotel or to anyone else beyond the certified funds available for this Agreement.

V. Price Adjustment Clause

- A. Price Adjustment Methods. Any adjustment in contract price pursuant to clauses in this Agreement shall be made in one or more of the following ways:
 - 1. by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - 2. by unit prices specified in the Offer, Agreement, or subsequently agreed upon;
 - by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the Agreement or subsequently agreed upon;
 - 4. in such other manner as the parties may mutually agree; or
 - 5. in the absence of an agreement between the parties, by a unilateral determination by the Procurement Officer of 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 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 Law.
- B. Submission of Cost or Pricing Data. The Hotel shall submit cost or pricing data for any price adjustments subject to the provision of Section 3118 (Cost or Pricing Data) of the Guam Procurement Regulations. GHS OCD may require the Hotel to provide invoices, paid bills, or any other proof it deems appropriate to determine compliance with this provision.

VI. Changes

A. All contract change orders must be approved in writing by the GHS/OCD on a form approved by GHS/OCD to record change orders.

The Procurement Officer with the consent by GHS/OCD at any time, and without notice to the parties, in a signed writing designated or indicated to be a change order, may order:

- (1) changes in the services within the scope of the Agreement; and
- (2) changes in the time for performance of the Agreement that do not alter the scope of the Agreement.

B. Adjustments of Price or Time for Performance. GHS/OCD reserves the right to increase or decrease any unit priced quantity as may be deemed reasonable or necessary in order to complete the Services contemplated under this Agreement.

If any such change order increases or decreases the Hotel's cost of, or the time required for, performance of any part of the services under this Agreement, whether or not changed by the order, an adjustment shall be made and the Agreement modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Standard Price Adjustment Clause of this Agreement. Failure of the parties to agree to an adjustment shall not excuse a Hotel from proceeding with the Agreement as changed, provided that the government of Guam promptly and duly make such provisional adjustments in payments or time for performance as may be reasonable. By proceeding with the services, the Hotel shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion. All changes must be recorded on a contract change order before they can be included in an application for payment/invoice.

- C. Written Certification. The Hotel shall not perform any change order in excess of\$5,000 unless it bears, or the Hotel has separately received, a written certification, signed by the Procurement Officer CEO or other responsible official that funds are available therefor; and, if acting in good faith, the Hotel may rely upon the validity of such certification.
- D. Time Period for Claim. Within 30 days after receipt of a written change order under Paragraph (I) (Change Order) of this clause, unless such period is extended by the Procurement Officer in writing, the Hotel shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the Hotel's claim unless the government of Guam is prejudiced by the delay in notification.
- E. Claim Barred After Final Payment. No claim by the Hotel for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this Agreement.
- F. Claims Not Barred. In the absence of such a change order, nothing in this clause shall restrict the Hotel's right to pursue a claim arising under the Agreement, if pursued in accordance with the clause entitled Claims Based Upon GHS OCD's Actions or Omissions or for breach of contract.

VII. Subcontractors

A. Subcontractor. A subcontractor is a person or entity who has a direct contract with the Hotel or a higher tier subcontractor to perform a portion of the Services set forth in this Agreement.

- B. Award of Subcontracts and Other Contracts for Portions of the Services.
 - 1. Unless otherwise stated in this Agreement, the Hotel, as soon as practicable after execution of this Agreement, shall furnish in writing to GHS/OCD the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Services. GHS OCD may reply within 14 days to the Hotel in writing stating: (1) whether GHS/OCD has reasonable objection to any such proposed person or entity; or (2) that GHS/OCD requires additional time for review. Failure of GHS/OCD to reply within the 14-day period shall constitute notice of no reasonable objection.
 - 2. The Hotel shall not contract with a proposed person or entity to whom GHSIOCD has made reasonable and timely objection. The Hotel shall not be required to contract with anyone to whom the Hotel has made reasonable objection.
 - 3. The Hotel shall not substitute a subcontractor, person or entity previously selected if GHS OCD makes reasonable objection to such substitution.
- C. Subcontractor Relations. By appropriate written agreement the Hotel shall require each subcontractor, to the extent of the Services to be performed by the subcontractor, to be bound to the Hotel by terms of this Agreement, and to assume toward the Hotel all the obligations and responsibilities, including the responsibility for safety of the subcontractor's Services, which the Hotel, by these Documents, assumes toward GHS/OCD. Each subcontract agreement shall preserve and protect the rights of GHS OCD under this Agreement with respect to the Services to be performed by the subcontractor so that subcontracting thereof will not prejudice such rights. Hotel shall have full responsibility under this Agreement, the Offer Documents, conditions, Plans, and Specifications for any subcontracts which the Hotel may let.
- D. Subcontracts. The Hotel or subcontractor shall insert in any subcontracts the clauses set forth in this Agreement, to include a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Hotel shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

VIII. Suspension of Services

- A. Suspension for Convenience. The Procurement Officer may order the Hotel in writing to suspend, delay, or interrupt all or any part of the services for such period of time as may be appropriate for the convenience of GHS OCD.
- B. Adjustment of Cost. If the performance of all or any part of the services is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the Procurement Officer in the administration of this Agreement, or by the failure of the Procurement Officer to act within the time specified in this Agreement (or if no time is specified, within reasonable time), an adjustment shall be made for any increase in the cost of performance of this Agreement necessarily caused by such unreasonable suspension, delay, or interruption and the Agreement modified in writing accordingly.

However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent: (a) that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Hotel; or (b) for which an adjustment is provided for or excluded under any other provision of this Agreement.

- C. Time Restriction on Claim. No claim under this clause shall be allowed: (a) for any costs incurred more than twenty (20) days before the Hotel shall have notified the Procurement Officer 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 Agreement.
- D. 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 Agreement.

IX. Early Termination.

- A. By GHS/OCD. GHS OCD reserves the right to cancel or terminate this Agreement prior to its completion for any reason, including, but not limited to, the following:
- (i) Termination without Cause: GHS-OCD may terminate this Agreement, without cause, upon the delivery of written notice to the Hotel at least thirty (30) days prior to the intended date of termination.
- (ii) Termination in the Best Interest of the Government of Guam; GHS OCD may terminate this Agreement based upon a determination that such termination is in the best interests of the Government of Guam by delivering a written notice of such termination to the Hotel and the effective date of such termination. Circumstances for termination under this clause include but are not limited to Hotel's successful completion of services under this Agreement to the satisfaction of GHS/OCD.
- (iii) Termination for Cause Default: If the Hotel 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 Hotel 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 Hotel'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 Hotel 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.

(iv) Termination for Convenience. The GHS/OCD procurement officer may, when the interests of GHS/OCD so require, terminate this contract in whole or in part, for the convenience of GHS/OCD. The procurement officer shall give written notice of the termination to the Hotel specifying the part of the contract terminated and when termination becomes effective. The Hotel shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Hotel will stop work to the extent specified. The Hotel shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Hotel 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 Hotel to assign the Hotel's right, title, and interest under terminated orders or subcontracts to GHS/OCD. The Hotel must still complete the work not terminated by the notice of termination and may incur obligations as necessary to do so.

The Hotel shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data to the extent required by 2 GAR §3118. If the Hotel fails to file a termination claim within one year from the effective date of termination, the procurement officer may pay the Hotel, if at all, an amount set in accordance with this section. The procurement officer and the Hotel may agree to a settlement provided the Hotel has filed a termination claim as required herein and the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by GHS/OCD and the contract price of the work not terminated. Absent agreement of a settlement, the procurement officer shall pay the Hotel the following amounts: with respect to all contract work performed prior to the effective date of the 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 amount paid or to be paid for completed portions of such work; provided that if it appears that the Hotel 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 this clause. These costs must not include costs paid in accordance with subsection (a) above; (c) the reasonable settlement costs of the Hotel 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. The total sum to be paid the Hotel under this subsection shall not exceed the total contract price plus the reasonable settlement costs of the Hotel reduced by the amount of payments otherwise made, the proceeds of any sales of supplies or materials under this section, and the contract price of work not terminated.

B. By Hotel.

(i) Termination for Cause: Hotel shall notify GHS OCD in writing of deficiencies or default in the performance of GHS/OCD's duties under this Agreement. GHS/OCD

shall have twenty (20) days to correct the deficiency or cure the default, which period may be extended by Hotel (said extension not to be unreasonably denied). Upon 60 days' written notice of Hotel's termination of this Agreement for cause, the Hotel shall be entitled to payment, in accordance with Section III of this Agreement, for satisfactory services rendered up to the termination date and GHS/OCD shall have no obligations to Hotel. The Hotel shall be obligated to continue performance of services, in accordance with this Agreement, until the termination date and shall have no further obligation to perform services after the termination date.

- C. Termination/Modification for Lack of Funds. GHS/OCD may terminate or modify this Agreement based upon a lack of funding. In such an event, GHS/OCD shall promptly provide notice to Hotel and within twenty (20) days of the notice, the Parties shall renegotiate the terms of this Agreement in good faith. If the parties are unable to reach an agreement on the renegotiation, then either Party may terminate this Agreement pursuant to Section IV of this Agreement as applicable.
- D. Preservation of Property. Notwithstanding any termination of this Agreement, and subject to any directions from GHS/OCD, the Hotel shall take timely and reasonable and necessary action to protect and preserve the property in the possession of Hotel in which GHS/OCD has an interest.
- E. Additional Provisions. In the event that either party effects an Early Termination, it is expressly provided that GHS OCD may issue a new solicitation with respect to such terminated services. This provision shall not be deemed an admission or waiver of any rights and defense with respect to rights of either Party under this Agreement, including but not limited to, either Parties' rights to assert damages for breach of Agreement.

X. Contact Person.

The Hotel agrees that, during the term of this Agreement, it shall identify a primary contact person who is familiar with the services being performed hereunder and who shall be responsible to the questions and direction of GHS/OCD. The contact person must be identified in writing within thirty (30) days after full execution of this Agreement by all parties. GHS/OCD reserves the right to request replacement of the contact person designated by the Hotel under this Agreement.

XI. Confidentiality.

A. Information. The Hotel hereby warrants that it shall not disclose any documents, materials or information, whether verbal, written, electronic or digital media or otherwise (collectively, the "Information"), made available or acquired for the purpose of carrying out this Agreement. Only authorized persons shall use and have access to the Information, and then only for the period such access is required to perform services under this Agreement. All necessary steps shall be taken by the Hotel to safeguard the confidentiality of the Information in conformance with any applicable United States and Guam laws, statutes and regulations.

The Hotel shall keep copies of the Information and the provisions of this Section shall remain in effect as long as determined by GHS/OCD. All of the Information shall be returned promptly after use to GHS/OCD and all copies or derivations of the Information shall be physically and/or electronically destroyed. Hotel shall include a letter attesting to the complete return of Information and documenting the destruction of copies and derivations with the returned Information.

The Hotel shall not enter into any Agreements or discussions with a third party concerning such Information without the prior written consent of GHS OCD, and then only if the Hotel requires the third party(ies) to agree to the terms of the confidentiality set forth herein and the Information is provided to such third party(ies) only for purposes of enabling the Hotel to discharge its responsibilities under this Agreement.

It is specifically provided that the limitations contained in this paragraph A shall not apply (i) to the extent required by applicable law, (ii) to the extent that any Information is now or hereafter becomes part of the public domain, but only to the limited extent that such Information, or any portion thereof, is in the public domain not as a result of any breach or violation of this Agreement, or (iii) to the extent that a party is directed otherwise under the terms of a valid and effective order, issued by a court of competent jurisdiction.

B. Liability. Failure to comply with the provisions of Paragraph A shall subject the Hotel to liability, including all damages and injunctive relief.

XII. Claims Based Upon GUS/OCD's Actions or Omissions

A. Notice of Claim. If any action or omission on the part of GHS/OCD or any entity within the government of Guam, requiring performance changes within the scope of the Agreement constitutes the basis for a claim by Hotel for additional compensation, damages, or an extension of time for completion, Hotel shall continue with performance of the Agreement in compliance with the directions or orders of GHS/OCD, but by so doing, Hotel shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

- 1. Hotel shall have given written notice to GHS/OCD:
- a) prior to the commencement of the work involved, if at that time, Hotel knows of the occurrence of such action or omission;
- b) within 30 days after Hotel knows of the occurrence of such action or omission, if Hotel did not have such knowledge prior to the commencement of the work; or
 - c) within such further time as may be allowed by the GHS OCD in writing.

This notice shall state that Hotel regards the act or omission as a reason which may entitle Hotel to additional compensation, damages, or an extension of time. The GHS/OCD, 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 GHS-OCD.

- 2. The notice required by Subparagraph (A) of this Paragraph describes as clearly as practicable at the time the reasons why Hotel believes that additional compensation, damages, or an extension of time may be remedies to which Hotel is entitled; and
- 3. Hotel maintains and, upon request, makes available to the GHS/OCD 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.
- B. Limitations of Clause. Nothing herein contained, however, shall excuse Hotel from compliance with any rules of law precluding any government of Guam 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 Agreement..

- XIII. Waiver. No waiver by any party of any right on any occasion shall be construed as a bar to or waiver of any right or remedy on any future occasion.
- XIV. Severability. If any provision of this Agreement shall be held or deemed by a court of competent jurisdiction to be invalid, inoperative or unenforceable, the remaining provisions herein contained shall nonetheless continue to be valid, operative and enforceable as though the invalid, inoperative or unenforceable provision had not been included in the Agreement.
- XV. Survival of Warranties. All representations, warranties, agreements, covenants and obligations in this Agreement shall be deemed to have been relied upon by the other party, and shall survive the completion of this Agreement and shall not merge in the performance of any obligation by any party hereto.
- XVI. Fees and Expenses. Each of the Parties shall bear its own expenses in connection with the negotiation and consummation of the transactions contemplated by this Agreement.
- XVII. Notices. All invoices, reports, correspondence, notices, requests, demands and other communications here under shall be in the English Language, in writing. All notices required to be given under this Agreement by either party to the other may be effected by personal delivery, or by mail (registered or certified, postage, prepaid with return receipt requested). Notices delivered personally shall be deemed communicated as of actual receipt. Mailed notices shall be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first. Notices shall be addressed and delivered to the parties as follows, provided that each party may change the address by giving the other party written notice in accordance with this section:

TO GHS OCD:

GUAM HOMELAND SECURITY OFFICE OF CIVIL DEFENSE

TO HOTEL:

- XVIII. Transmission of Data in Digital Form. If the parties intend to transmit any information or documentation in digital form, they shall establish necessary protocols governing such transmissions, unless otherwise already provided in this Agreement.
- XIX. Assignment/Subcontractors. It is expressly acknowledged that Hotel is solely responsible for the fulfillment of its duties and obligations under this Agreement, regardless of whether or not Hotel utilizes one or more subcontractors for such purpose.

The right and interest of Hotel under this Agreement (including, but not limited to, Hotel's right to or interest in any part of or all payments under this Agreement) may not be assigned, transferred or subcontracted to any other person, Hotel, corporation or other entity, whether by agreement, merger, operation of law or otherwise, without the prior, express written consent of GHS OCD. In the event of a permissive subcontract or assignment of this Agreement by Hotel, Hotel agrees that any subcontractors retained by Hotel or assignees shall be subject to all provisions of this Agreement.

- XX. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns and transferees, except as otherwise provided for under the terms of this Agreement.
- XXI. Scope of Agreement. This Agreement (i) supersedes any and all other Agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and (ii) contain all of the covenants and Agreements between the Parties with respect to such subject matter in any manner whatsoever. The Hotel and GHS OCD each acknowledge that no representations, inducements, promises or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in the Agreement shall be valid or binding.
- XXII. Captions. All Section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the content of the Agreement.
- **XXIII.** Counterparts. This Agreement may be executed in counterparts, all of which taken together shall be deemed one original.
- XXIV. Governing Law and Forum Selection. Except to the extent United States federal law is applicable, the validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of Guam. Hotel expressly recognizes that the Government Claims Act (Title 5 of the Guam Code Annotated, Chapter 6) applies with respect only to claims of money owed by or to the Hotel/Hotel against the Government, if the claim arises out of or in connection with this Agreement. Hotel also expressly recognizes that all other claims by the Hotel. Hotel against the Government are subject to the Guam Procurement Law (Title 5 of the Guam Code Annotated, Chapter 5).
- XXV. Consent to Jurisdiction. Hotel hereby expressly consents to the jurisdiction and venue of Guam with respect to any protest or dispute resolution, and the forum of the courts of Guam with respect to any and all claims which may arise by reason of this Agreement, except as otherwise may be provided by Guam Procurement Law. Hotel waives any and all rights it may otherwise have to contest the same or to proceed with any claims arising by reason of this Agreement in a different jurisdiction, forum, or venue.

XXVI. Compliance with Laws,

- A. In General. The Hotel shall comply with all U.S. and Guam laws, statutes, regulations and ordinances applicable to this Agreement. The Hotel represents and warrants that it is fully licensed to do business in Guam to render the services to be provided herein.
- B. Non-Discrimination in Employment. The Hotel agrees: (i) not to unlawfully discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap; (ii) to include a provision similar to that contained in subsection (i) above in any subcontract or assignment agreement except a subcontract for standard commercial supplies or raw materials; and (iii) to post and to cause subcontractors andlor assignees to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

XXVII. Retention and Access to Records and Audit Review.

The GHSJOCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives must have the right of access to any documents, papers, or other records of the Hotel which are pertinent to the contract, in order to make audits, examinations, excerpts, and transcripts, and to inspect supplies and services and audit records at any Hotel or proposed subcontractor's facility or place of business and perform tests both: prior to award of a contract, to determine responsibility and capability of performing any contract to be awarded under a solicitation, and to determine whether the Hotel's or subcontractor's facilities, supplies, or services conform to solicitation requirements; or after award, to determine whether the awarded contractor is conforming to contract requirements, and its performance is therefore acceptable. This right also includes timely and reasonable access to the Hotel's personnel for the purpose of interview and discussion related to such documents. The Hotel agrees to abide by the following access, audit, and inspection terms:

Access to Records and Retention. The Hotel, including its subcontractors, if any, agrees that it shall maintain and retain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and relative to its cost or pricing data, and shall make such materials available at all reasonable times after submission of its Offer, during any awarded contract term, and for three (3) years from the date of final payment under any awarded contract or for three (3) years from the date that all other pending matters are closed, whichever is later, for inspection in Guam or at any reasonable location designated by the GHS-OCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives, unless the Offeror is notified in writing by the Federal Emergency Management Agency, the cognizant agency for audit, the oversight agency for audit, the cognizant agency for indirect costs, or the GHS/OCD to extend the retention period. If any litigation, claim, or audit is started before the expiration of the threeyear period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. Records for real property and equipment acquired with the funds from the awarded contract must be retained for three (3) years after final disposition of the real property and equipment. Each subcontract by the Offeror shall include a provision containing the conditions of this Section for any contract awarded under this solicitation.

Right to Audit. Hotel shall establish and maintain a reasonable accounting system В. that enables the GHS/OCD or the Federal Emergency Management Agency to readily identify Offeror's assets, expenses, costs of goods, and use of funds. The GHSJOCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to its Offer, the solicitation, or this Agreement, which are kept by or under the control of the Hotel, including, but not limited to those kept by the Hotel, its employees, agents, assigns, successors, and subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including bids of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back-charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Hotel shall, at all times during the term of any awarded contract and for a period of three (3) years after the date of final payment under any awarded contract, maintain such records, together with such supporting or underlying documents and materials.

The Hotel shall at any time requested by GHS/OCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives before, during, or after completion of an awarded contract, and at Hotel's own expense make such records available for inspection and audit (including copies and extracts of records as required) by GHS OCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives Such records shall be made available to GHS OCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives, during normal business hours at the Hotel's office or place of business without prior notice. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for GHS OCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives. Hotel shall ensure GHS OCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives has these rights with Hotel's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Hotel and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Hotel's obligations to GHS OCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives. Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by GHS/OCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives unless certain exemption criteria are met.

If the audit identifies overpricing or overcharges (of any nature) by the Hotel to GHSJOCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives in excess of one-half of one percent (.5%) of the total contract billings, the Hotel shall reimburse the GHS OCD or the entity that conducted the audit for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the GHS OCD may recoup the costs of the audit work from the Hotel. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Hotel's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of GHS OCD the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives' findings to Hotel.

C. Right to Enter and Inspect. GHS/OCD the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives may, at any time, without notice, enter and inspect the Hotel's or subcontractor's facilities, place(s) of business, or any place(s) of performance of this Agreement. The GHS OCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives may enter and inspect any plans, supplies, services, equipment, work and records at these locations which are related to the performance of this Agreement, and may conduct any testing deemed necessary to determine whether the Hotel's or subcontractor's compliance or conformity to the solicitation or contract requirements. Guam may enter and audit the cost or pricing data, books, and records of the Hotel or any subcontractor, and/or investigate in connection with an action to debar or suspend a person from consideration for award of contracts pursuant to § 9102 (Authority to Debar or Suspend) of the Guam Procurement Rules and Regulations.

XXVIII. Program Fraud and False or Fraudulent Statements or Related Acts. Hotel stipulates that Title 5 GCA Chapter 37, the False Claims and Whistle blower Act applies to this Agreement and to all Hotel's actions pertaining to this Agreement. The False Claims and Whistle blower Act was passed as Public Law 34-116, Chapter III, Section 20 (lapsed into law August 24, 2018) and codified at Title 5 GCA Chapter 37.

XXIX. Government of Guam and GHS/OCD Not Liable.

- A. General Liability. GHS/OCD and the government of Guam assume no liability for any accident or injury that may occur to Hotel, its agents, dependents, or personal property while in execution of duties under this Agreement.
- B. Prior Work, GHS OCD and the government of Guam shall not be liable to Hotel for any services performed by Hotel prior to the approval of this Agreement by the Procurement Officer and the Hotel hereby expressly waives any and all claims for compensation for acts performed in expectation of this Agreement prior to its approval by the Governor of Guam.
- C. GHS/OCD not Liable. GHS/OCD assumes no liability for any accident, loss, claim, judgment, action or injury that may occur to the Hotel and/or the Hotel's Partner's, officers, directors, agents, servants, subcontractors and/or employees, and/or to the personal property of any such person or entity, arising out of the performance of services under this Agreement except to the extent caused or contributed to by the negligent act or omission of GHS/OCD.

No officer, agent, or employee of GHS OCD shall be liable personally under or by reason of this Agreement or any of its provisions. In addition, GHS/OCD assumes no liability for any accident or injury that may occur to Hotel's officers, directors, employees, agents, or dependents while traveling to and from Guam in furtherance of this Agreement.

XXX. Delays, Extensions and Suspensions. GHS OCD unitaterally may order the Hotel in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of GHS OCD. The Hotel agrees to prosecute the work continuously and diligently apart from those periods of suspension, delay or interruption. Except as otherwise agreed to by the Parties, reasonable time extensions for the performance of Hotel's services will be granted only for excusable delays that arise from causes beyond the control and without the fault or negligence of the Hotel, including, but not restricted to, acts of God, acts of the public enemy, acts of the Government of Guam or the Government of the United States in either its sovereign or contractual capacity, acts of another Hotel or contractor in the performance of an agreement with the Government of Guam, fires, floods, typhoons, earthquakes, epidemics, quarantine restrictions, strikes, freight, or embargoes.

XXXI. Modifications including those Due to Public Welfare, Change in Law or Change in Marketing Conditions.

GHS/OCD shall have the unilateral power to modify the Agreement at any time subject to the written agreement of Hotel. GHS OCD shall have the power to make changes in the Agreement and to impose new rules and regulations on the Hotel under the Agreement relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare or due to a change in law. GHS/OCD shall give the Hotel notice of any proposed change in the Agreement and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Hotel.

In the event GHS/OCD materially alters the obligations of the Hotel, or the benefits to GHS/OCD, then the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of the Hotel, then the Hotel or GHS/OCD shall be entitled to an adjustment in the rates and charges established under the Agreement. Hotel shall be entitled to terminate this Agreement rather than accept modified terms. Nothing contained in the Agreement shall require any party to perform any act or function contrary to law. GHS/OCD and the Hotel agree to enter into good faith negotiations regarding modifications to the Agreement, which may be required in order to implement changes in the interest of the public welfare or due to changes in law. When such modifications are made to the Agreement, GHS/OCD and the Hotel shall negotiate in good faith a reasonable and appropriate adjustment for any changes in services or other obligations required of the Hotel directly and demonstrably due to any modification in the Agreement under this clause.

XXXII. Non-segregated Facilities. The Hotel must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The Hotel may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The Hotel's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the Hotel's control, where the facilities are segregated.

The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The Hotel shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

XXXIII. Hotel Employee Benefits, Taxes, and Insurance. Hotel agrees there shall be no government of Guam employee benefits accruing to Hotel under this Agreement, including, but not limited to:

- a) Insurance coverage provided by the GHS OCD;
- b) Participation in the government of Guam retirement system
- c) Accumulation of vacation leave or sick leave; and d) Workers Compensation coverage.
- A. Status of Hotel. The Hotel and its officers, agents, servants, subcontractors and employees are independent contractors performing Services for GHS OCD and are not employees of either GHS/OCD or the government of Guam. The Hotel and its officers, agents, servants and employees shall not accrue vacation or sick leave, participate in the government of Guam retirement system, insurance coverage, bonding, use of government vehicles or any other benefits accorded to government of Guam employees as a result of this Agreement. Hotel agrees that Hotel and its aforementioned employees, officers, directors, agents, servants, and subcontractors are not and will not become an employee, officer or Board member of GHS/OCD at any time during the duration of this Agreement, and will otherwise comply with the provisions of the Guam Procurement Law regarding ethics in public contracting (Title 5 Guam Code Annotated, Chapter 5, Article 11, and its associated rules and regulations).

Nothing in this Agreement or any action taken under this Agreement shall be deemed or construed in any manner or for any purpose to evidence or establish as between Hotel and GHS/OCD a relationship of partnership, agency, association, joint venture or representative, nor does this Agreement authorize any party to undertake or bind any obligation or responsibility on behalf of the other party. In addition, there shall be no withholding of taxes by GHS/OCD for the Hotel.

B. Tax and Withholding Liability, The Hotel assumes responsibility for its personnel and subcontractors providing services hereunder and will make all deductions and payments for social security and withholding taxes and for contributions to employment compensation funds, employee benefits, or any other payments required by the governments of the United States and Guam, if required. Hotel is responsible for paying when due any and all income taxes, gross receipts taxes or business privilege taxes, or any other taxes or assessments incurred as a result of the services performed by the Hotel and Hotel's employees or agents under this Agreement or the compensation paid to Hotel for services performed under this Agreement, unless Hotel is a non-resident person or entity without a valid Guam Business License, in which case a withholding fee equal to four percent (4%) of the total dollar value of this Agreement will be withheld for the payment of Guam's Business Privilege Tax in accordance with 11 GCA § 71114 (PL 33-166).

- C. Insurance. Hotel shall maintain at the Hotel's expense all necessary insurance for its employees including but not limited to Workman's Compensation, Errors and Omissions, and liability insurance for each employee as required under U.S. and Guam Law and the mandates of the underlying RFP to this Agreement. Hotel agrees to hold harmless and indemnify GHS/OCD, its officers, directors, employees, agents, representatives, successors and assigns, for any and all claims, demands, costs, losses, fees, penalties, interest, or damages, including attorney's fees, which may be brought or asserted due to: (i) any injury, death, or property damage arising from the negligence or other wrongful or tortuous acts of Hotel or Hotel's employees, officers, contractors, directors, agents, representatives, successors, or assigns; or (ii) Hotel's failure to comply with terms of this subparagraph B.
- D. Wage and Benefits Compliance. Hotel warrants it shall comply with all applicable federal and local laws, rules, and regulations regarding the payment of minimum wages and benefits, in particular in accordance with the Wage Determination for Guam issued and promulgated by the U.S. Department of Labor and with Guam Public Law 26-111. Hotel guarantees health and similar benefits for its employees, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, as required by any applicable law. Hotel further guarantees a minimum of ten (10) paid holidays per annum per employee, as required by any applicable law. Hotel assumes all liability for, and hereby indemnifies BSP GCMP from, any violation of any applicable law, rule, or regulation relating to the payment of wages or benefits. In addition, this Agreement contains extension and/or renewal clauses. Therefore, at the time of any extension or renewal adjustments, there shall be a stipulation contained in the extension or renewal document stating that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the extension or renewal date shall apply, as required by any applicable law. Any renewal or extension to which this provision applies shall also contain provisions mandating health and similar benefits for employees, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee, as required by any applicable law.
- XXXIV. Equal Employment Opportunity Compliance. The Hotel and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633. The Hotel and all subcontractors must also comply with the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b).
- A. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the Hotel's project activities under this Agreement.

The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this Agreement. In the execution of this Agreement, the Hotel agrees to comply with the following minimum specific requirement activities of EEO:

- 1. The Hotel will work with GHS/OCD and the Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the Agreement.
- 2. The Hotel will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of payor other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

- B. EEO Officer: The Hotel will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
- C. Dissemination of Policy: All members of the Hotel's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Hotel's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
 - 1. Periodic meetings of supervisory and personnel office employees will be conducted before the start of services and then periodically, at which times the Hotel's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
 - 2. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the Hotel's EEO obligations within thirty days following their reporting for duty with the Hotel.
 - 3. All personnel who are engaged in direct recruitment for the Project will be instructed by the EEO Officer in the Hotel's procedures for locating and hiring minorities and women.
 - 4. Notices and posters setting forth the Hotel's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

- 5. The Hotel's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- D. Recruitment: When advertising for employees, the Hotel will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project workforce would normally be derived.
 - 1. The Hotel will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the Hotel will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the Hotel for employment consideration.
 - 2. In the event the Hotel has a valid bargaining agreement providing for exclusive hiring hall referrals, the Hotel is expected to observe the provisions of that agreement to the extent that the system meets the Hotel's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the Hotel to do the same, such implementation violates Federal non-discrimination provisions.
 - 3. The Hotel will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- E. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
 - 1. The Hotel will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project personnel.
 - 2. The Hotel will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
 - 3. The Hotel will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Hotel will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
 - 4. The Hotel will promptly investigate all complaints of alleged discrimination made to the Hotel in connection with its obligations under this Agreement, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Hotel will inform every complainant of all of their avenues of appeal.

F. Training and Promotion:

- 1. The Hotel will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- 2. Consistent with the Hotel's workforce requirements and as permissible under Federal and State regulations, the Hotel shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this Agreement, this subparagraph will be superseded as indicated in the special provision. GHS/OCD may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- 3. The Hotel will advise employees and applicants for employment of available training programs and entrance requirements for each.
- 4. The Hotel will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- G. Unions: If the Hotel relies in whole or in part upon unions as a source of employees, the Hotel will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the Hotel, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
 - 1. The Hotel will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
 - 2. The Hotel will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
 - 3. The Hotel is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Hotel, the Hotel shall so certify to GHS/OCD and shall set forth what efforts have been made to obtain such information.
 - 4. In the event the union is unable to provide the Hotel with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the Hotel will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women.

The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the Hotel from the requirements of this paragraph. In the event the union referral practice prevents the Hotel from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, the Hotel shall immediately notify GHS OCD.

- H. Reasonable Accommodation for Applicants Employees with Disabilities: The Hotel must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
- 1. Selection of Subcontractors. Procurement of Materials and Leasing of Equipment: The Hotel shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Hotel shall take all necessary and reasonable steps to ensure non-discrimination in the administration of this Agreement.
 - 1. The Hotel shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this Agreement.
 - 2. The Hotel will use good faith efforts to ensure subcontractor compliance with their EEO obligations.
- J. Records and Reports: The Hotel shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the Hotel for all the Services under this Agreement and shall be available at reasonable times and places for inspection by authorized representatives of GHS OCD.
 - K. The records kept by the Hotel shall document the following:
 - a. The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
 - b. The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - c. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
 - 2. If required, the Hotel and any subcontractors will submit an annual report to GHS OCD each July for the duration of the Project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the Services under this Agreement.

The staffing data should represent the project workforce on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the Hotel will be required to collect and report training data. The employment data should reflect the workforce on board during all or any part of the last payroll period preceding the end of July

XXXV. Disclosure. The Hotel hereby represents that it has disclosed to GHS OCD all matters regarding Hotel which if not disclosed to GHS OCD would materially affect GHS/OCD's decision to enter into this Agreement with Hotel.

XXXVI. Mandatory Representations by Hotel:

- A. Persons Convicted of Sex Offense. Hotel warrants that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 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 Hotel while on government of Guam property, with the exception of public highways. If any employee of Hotel is providing services on government property and is convicted subsequent to an award of a contract, then Hotel warrants that it will notify GHS/OCD of the conviction within twenty-four hours of the conviction, immediately remove such convicted person from providing services on government property. If Hotel is found to be in violation of any of the provisions of this paragraph, then GHS OCD will give notice to Hotel to take corrective action. Hotel shall take corrective action within twenty-four (24) hours of notice from GHS OCD, and Hotel shall notify GHS/OCD when action has been taken. If Hotel fails to take corrective steps within twenty-four (24) hours of notice from GHS OCD, then GHS OCD in its sole discretion may temporarily suspend this agreement.
- B. Gratuities and Kickbacks. Hotel warrants it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107.
- C. Contingent Fees. Hotel warrants it has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies.
- D. Ethical Standards. Hotel warrants 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 II of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

Hotel warrants that it is not a party listed on the government wide exclusions in the System for Award Management (SAM), and will comply with the provisions of Subpart C of 2 CFR Part 1326, "Non-procurement Debarment and Suspension," (published in the Federal Register on December 21,2006, 71 FR 76573) which generally prohibits entities that have been debarred, suspended, or voluntarily excluded from participating in non-procurement transactions either through primary or lower tier covered transactions, and which sets forth the responsibilities of recipients of federal financial assistance regarding transactions with other persons, including subrecipients and contractors.

Hotel agrees to the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Lower Tier Covered Transaction (Sub-Recipient), which is a material representation of fact, and agrees to include the following notice in the awarded contract, sub-award, or subcontract, as applicable:

"Applicants/bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of a DOC official) are subject to 2 CFR Part

1326, Subpart C, "Government-wide Debarment and Suspension (Non-procurement)." In addition, applicants/bidders for a lower tier covered transaction for a sub-award, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to 15 CFR Part 28, "New Restrictions on Lobbying."

Contractors should familiarize themselves with these provisions, including the certification requirements. Therefore, during contract performance applications for a lower tier covered transaction must include a Form CD-512, "Certification Regarding Lobbying Lower Tier Covered Transactions," completed without modification.

XL. Procurement of Recovered Materials. This is a federally funded project and pursuant to 2 CFR § 200.322, any Hotel awarded a contract under this RFP and all of its subcontractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, with CFR 1210MB Guidance § 200.324 where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XLI. Drug Free Workplace.

Hotel agrees to comply with Title V of the Drug-Free Workplace Act of 1988, 34 CFR Part 85, Subpart F (Pub. L. No. 100-690, Title V, Sec. 5153, as amended by Pub. L. No. 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U. S. c. § 8102); and the implementing regulations published at 2 CFR Part 182, "Government-wide Requirements for Drug-free Workplace (Financial Assistance)"; and the laws and regulations promulgated by the Federal Government and to maintain a drug-free workplace.

- B. The Hotel, if an individual, agrees by award of this Agreement not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this Agreement.
- C. In addition to other remedies available to GHS OCD, the Hotel's failure to comply with the requirements of paragraph (B) or (C) of this clause may render the Hotel subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

XLII. Disputes.

- A. GHS OCD and the Hotel agree to attempt resolution of all controversies which arise under, or are by virtue of, this procurement and any resulting contract through mutual agreement. If the controversy is not resolved by mutual agreement, then the Hotel shall request the government in writing to issue a final decision within sixty days after receipt of the written request. If the government does not issue a written decision within sixty days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Hotel may proceed as though the government had issued a decision adverse to the Hotel.
- B. GHS/OCD shall immediately furnish a copy of the decision to the Hotel, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.
- C. GHS OCD's decision shall be final and conclusive, unless fraudulent or unless the Hotel appeals the decision.
- D. This subsection applies to appeals of GHS OCD's decision on a dispute. For money owed by or to GHS OCD under this Agreement, the Hotel shall appeal the decision in accordance with the Government Claims Act by initially filing a claim with the Office of the Attorney General no later than eighteen months after the decision is rendered by GHS OCD or from the date when a decision should have been rendered. For all other claims by or against GHS OCD arising under this Agreement, the Office of the Public auditor has jurisdiction over the appeal from the decision of GHS/OCD. Appeals to the Office of the Public Auditor must be made within sixty days of GHS OCD's decision or from the date the decision should have been made.
- E. The Hotel shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.
- F. The Hotel shall comply with GHS OCD's decision and proceed diligently with performance of the Agreement pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, the Agreement, except where the Hotel claims a material breach of the Agreement by GHS/OCD. However, if GHS/OCD determines in writing that continuation of services under the Agreement is essential to the public's health or safety, then the Hotel shall proceed diligently with performance of the Agreement notwithstanding any claim of material breach by GHS/OCD.

XLIII. Indemnification. To the fullest extent permitted by law the Hotel shall indemnify and hold harmless the government of Guam, GHS'OCD, its Contractors and Subcontractors, if any, and the agents and employees of any of them, from and against claims, damages, losses, expenses, actions, recoveries, and judgments of every nature, including but not limited to attorneys' fees, arising out of or resulting from Hotel's performance of the Services. Hotel shall indemnify the government of Guam, GHS OCD, its Project Manager and its Contractors, if any, and the agents and employees of any of them, or any Assignee against, and hold them harmless from, any and all claims, actions, damages, including reasonable attorneys' fees, obligations, liabilities, and liens arising or imposed without the fault or negligence of Hotel, in connection with latent or other defects, or any claim for patent, trademark, copyright, or "trade secret" infringement, or under the doctrine of "strict liability," imposed or incurred by or asserted against the government of Guam, GHSFOCD, its Project Manager, or their respective successors or assigns, arising out of the manufacture, purchase, lease, possession, operation, condition, use or return of the Equipment, or by operation of law. Hotel shall be liable if any claim, damage, loss or expense attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (including the Equipment itself) is caused by the negligent acts or omissions of the Hotel, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

Hotel's indemnification does not extend to liabilities caused solely by the gross negligence or intentional wrongdoing of the government of Guam. Hotel shall give GHS/OCD prompt written notice of any matter hereby indemnified against and agrees that upon written notice by GHS/OCD of the assertion of such a claim, action, damage, obligation, liability, or lien, Hotel shall assume full responsibility for the defense thereof. The government of Guam shall have an opportunity to participate in the defense at its own expense with respect to attorneys' fees and costs, but not liability; particularly when there are substantial principles of government or public law involved, when litigation might create precedent affecting future governmental operations or liability, or when involvement of the government of Guam is otherwise mandated by law. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person under this Agreement.

XLIV. Attachments, Exhibits, Schedules, and Entire Agreement. This Agreement, including its Attachments, Exhibits and Schedules, constitutes the entire Agreement and supersedes all prior written or oral understandings. No Agreement, oral or written, expressed or implied, has been made by any party hereto, except as expressly provided herein. All prior Agreements and negotiations are superseded hereby. This Agreement and any duly executed amendments hereto constitute the entire Agreement between the Parties hereto.

XLV. Computation of Time. Whenever this Agreement provides for a time period of ten (10) days or less days, weekends and Government of Guam holidays are not included in the computation. When this Agreement provides for a time period of over ten (10) days, weekends and Government of Guam holidays are to be included in the computation.

XLVI. Partial Invalidity. If any provision of this Agreement shall be deemed by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue to be in full force and effect.

COPY OF OTHER CORRESPONDENCE



June 1, 2020

Dear Anita and Claudia.

As a further clarification to my letter to GSA on May 29, 2020, I am invoking our contractual right to a 10 day cure period, as provided in the contract, section IX (IiI).

Since GSA did not provide us with their concerns, as per the agreement, I will begin counting the 10 day cure from the day we received the list of concerns, May 27, 2020. The 10 day period will end on June 6, 2020.

However, as I point out in my previous response, the hotel is already compliant with each of the items listed, with the exception of those whose compliance was contingent upon standards that were not provided. As per our agreement, we have gladly and timely complied with any and all of the contractual requirements, with the possible exception of those items where the requirements were not shared or were too ambiguous to follow. Consequently, our position is that our contract remains in good standing, as it has been since May 16, 2020.

Further, we are concerned regarding whether those supervising the contract have acted in bad faith. To cite one example. How is it possible to have an issue with the linen and towel service, when that service is performed weekly, and the guests were on the premises for 6 days? Someone is doing GSA a disservice by providing you with false and misleading information.

Regardless, the point I want to make is that we were in compliance and remain in compliance with the contract as signed.

I look forward to hearing from you. Thank and kind regards,

Bart Jackson



May 29, 2020

Dear Anita and Claudia,

I am in receipt of your letter cancelling the Purchase Order P206E00310, providing rooms for the quarantine of individuals. As per our agreement, I appreciate your communication of these concerns. Also, as per our agreement, we have 10 days to cure the default. In other words, we will address all of the items, line by line and fully address each to your satisfaction. All of the Issues that you mentioned will become compliant in advance of the 10 days cure period, if not so already. At that time, we can again receive individuals who are required to stay in a quarantine facility.

- A. This is incorrect. All rooms are fully furnished. This may refer to the absence of coffee makers and microwaves in some rooms. As per our conversation during the hotel inspection on Friday, May 15, 2020, with both of you present, I told you that some rooms have microwaves and some rooms don't. I said the same thing about coffee makers. You stated that this was not an issue, and we did not have to equip all rooms with the same appliances. Further, there is no list of items that need to be in every room in order to be considered "fully furnished." If you can provide a list, we will address and be fully compliant. And, other than for microwaves and coffee makers, which were provided later, there were no requests for additional furnishings. I trust that you are not referring to our phone issue. As you will recall, I told you during the inspection that our phone switch was down. As an alternative, all rooms were provided with cell phones to call for assistance. Further, all rooms were provided with information letters identifying whom to call and their contact numbers. On May 19, all rooms had working cell phones.
- B. This is incorrect. There was 24 hour supervision. I will forward the hotel work schedule to demonstrate that not only was there 24 hour supervision, there was 24 hour access. There were no specific guidelines in the agreement regarding staffing.
- C. This is incorrect. All rooms were provided with the requisite number of towels and linens. As with the other hotels being used for quarantine services, linens were to be changed out weekly. As our rooms were used for fewer than 7 days, there was no possible violation. Hotel management was asked by some rooms to provide additional linens and bath towels. All of these requests were responded to, without exception. There were no concerns that went unaddressed.

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D. This is incorrect. All housekeeping supplies, as outlined in the contract were provided.

E. The Lobby Area, which was inspected by you and the inspection group is warmer than expected. We have already begun the sourcing for a replacement unit to correct this situation.

F. This is incorrect. In every case, adequate meals were provided for all guests, based upon counts provided by the National Guard. On one occasion, a room with 4 guests (4 guests is above the approved occupancy per room) arrived close to 11pm. Our dinner service is from 6pm-8pm. If guests arrive after the meal period, there is no meal provided to them. If this is a request by National Guard (it was not), then we will comply.

G. There is no beverage request or requirement in the contract. At least one of the other quarantine facilities also does not provide any water for their meals. If it is a requirement for all facilities, we will comply. Further, there were no guidelines provided in the agreement for the handling of food transfers. We ordered our meals from 3 Squares restaurant, which is only 5 minutes away. For every meal period, meals were delivered while still hot. There was no need for any temperature controlled transfer equipment. But, as mentioned before, we will fully comply with the guidelines, when provided.

H. The distribution of food was handled by the National Guard staff at their request. There were no guidelines in the agreement regarding the methods of transfer or requested equipment. We will fully comply with the guidelines, when provided.

 We were not provided any guidelines by National Guard relative to the need for any specific sanitizing equipment for the purpose of food handling and deliveries. There were no guidelines in the agreement. We will fully comply with the guidelines, when provided.

J. This is incorrect. The hotel's fire alarm is fully operational and the hotel is fully compliant with all fire safety regulations. As the hotel was empty for 6 weeks, the hotel upgraded its fire alarm system. The system is full operational, but it not yet certified. As per GFD regulations, we have had a 24 hour fire watch in effect, until such time that the system finishes its final certification.

I appreciate your effort in making us aware of these issues. Most of them are misunderstandings or in some instances, failure by the National Guard to communicate that what their guidelines are. The Hotel Santa Fe is in full compliance with the terms of the contract, as provided on May 16, 2020. Per that agreement, had the National Guard, or the managing entity in the hotel communicated these concerns to the hotel staff, they would have been rectified immediately. The agreement gives us the opportunity to address all concerns (requires us to address all concerns) to remain in compliance and avoid the termination. In this case, without any the communication of any specific concerns, we were prevented from properly addressing



any of the above issues. Had the National Guard or other managing entity shared their concerns with management, all items would have been explained and addressed without delay.

I respectfully request that you respond to this letter as quickly as possible. As you know, the cure period is underway effective 5/27/20, when the official list of concerns was provided to us by GSA.

I want to thank you again for this opportunity to address the above concerns and commit to the full compliance of all unaddressed items within the mandated 10 day cure period.

Kind refards,

Bart Jackson

President > Beach Resorts LLC

Dija Hotel Santa Fe Guam

Transmission Report

Date/Time Local ID 1

05-27-2020 6714724217

11:58:28 a.m.

Transmit Header Text Local Name 1

GSA

This document: Failed (reduced sample and details below) Document size: 8.5"x11"



DEPARTMENT OF ADMINISTRATION

DIPATTAMENTON ATMENESTRASION

GENERAL SERVICES AGENCY (Altertalan Sethisian Hinirat)
Talephona (Telifon): (571) 473-1707/1720 + F24 (Feb.): (571) 472-1217/1777



May 27, 2020

Mr. Bart Jackson Hotel Santa Fe Alto: Miki Yakozeki Hotel Manager 132 Lagoon Drive Tamuning, Guam 96913

TERMINATION OF PURCHASE ORDER

This is to Inform you that your purchase order number P206E00310, has been cancelled. The reason for the cancellation is based on their findings by the National Guard and Homeland Security on their walk through on Saturday, May 23, 2020 of your failure to meet the terms of the agreement.

Such failures included, but not limited to:

- a. Rooms not being fully furnished as required in the purchase order.
- b. 24 hour supervision Not provided.
- c. Linen and Towal Service
- d. Basic Housekeeping supplies, not being provided.
- Lobby Area not being adequately air conditioned.
- 1. Fallure to provide adequate meals for incoming passengers
- No food handling transfer equipment being used nor temperature-controlled water per meal period when meals were delivered.
- You did not provide enough lood transport equipment to meet 100+ meals plus water per meal period for five floors.
- You did not provide hand sanitation, sanitizer sprays/wipes and gloves to properly handle food preparations and deliveries.
- Hotel's fire alarm is not inoperable putting our staff and guess in a potential fire risk, which does not meet safety and protection standards.

Based upon these violations, we are cancelling the purchase order affective May 23, 2020.

CLAUDIA S. ACFALLE Chief Procurement Officer

550 South Marine Corps Drive, ITC Bullding, Suite 219, Tamuning, Guam . P. O. Box 884, Hagátha, Guam 96932

Total Pages Scanned: 1

Total Pages Confirmed: 0

Na.	Job	Remote Station	Start Time	Duration	Pages	Line	Mode	Job Type	Results
001	027	671-6478860			0/1	1	EC	HS	TU14400

Abbreviations:

HS: Host send

HR: Host receive

WS: Waiting send

PL: Polled local

PR: Polled remote

MS: Mailbox save

MP: Mailbox print

RP: Report

FF: Fax Forward

CP: Completed

FA: Fall

TS: Terminated by system

G3: Group 3 TU: Terminated by user

EC: Error Correct

Hotel Santa Fe:

Effective XX May 2020, you are hereby notified that Purchase Order Number P206E00310 (referred to as "the contract"), dated 16 May 2020 between the Vendor, Hotel Santa Fe Beach Resorts, LLC and the Government of Guam is terminated in its entirety.

This termination is based upon your failure to meet the following contract requirements:

- I.A. "Fully furnished hotel rooms with 24 hours supervision/service"
 - Rooms were NOT fully furnished.
 - No phone service provided. Cellular phones were brought on-site 20 May 2020 however, this was not a sufficient amount to provide basic phone access to the quarantine rooms. As a result, guests were frequently violating quarantine protocols and leaving their rooms to ask the staff various questions and seek standard amenities.
 - 24-hour supervision/service was NOT provided
 - Four (4) Staff Members of Hotel Santa Fe identified themselves for the following services: Manager, Engineer, Housekeeper, Security however, only one staff available outside of normal business hours
 - Staff work specific hours and not a 24hr shift
- I.B. "Linen and Towel Service"
 - One day of supply was provided and additional would be requested as needed which caused numerous back and forth to fulfill requests by the Guam National Guard staff on shift
- I.C. "Basic house-keeping supplies"
 - Cleaning supplies were not provided to every room such as disinfectant spray and rags
- I.D. "Maintain and promptly address any concerns arising out of the physical facility, including but not limited to, air conditioning units..."
 - Lobby area did not have adequate air conditioning
 - 254 RHS, Guam Air National Guard provided two large fans to partially meet this requirement

I.E. "Food"

- No mechanism in place to provide meals for incoming passengers.
- No food handling transfer equipment was being used nor temperature-controlled equipment when meals were delivered
- I.F. "Adequate equipment, materials, labor, personnel, and supplies..."
 - Hotel did not provide enough food transport equipment to meet 100+ meals plus water per meal period for five floors
 - Hotel did not provide hand sanitation, sanitizer sprays/wipes and gloves to properly handle food preparation and deliveries
 - Hotel did not provide personnel to assist food preparation and deliveries
 - Hotel did not provide any food temperature-controlled equipment such as a food warmer and a refrigerator
 - Hotel did not provide refrigerator in each room for health and medical purposes such as medication
 - Hotel's fire alarm system is inoperable putting our staff and guest in a potential fire
 risk which does not meet safety and protection needs

- 254 RHS, Guam Air National Guard and Homeland Security provided the gloves and hand sanitizers to properly handle food
- The Guam National Guard provided personnel to support food preparation and deliveries to all passengers
- 254 RHS, Guam Air National Guard provided an additional food cart to help with the 100+ meal and water delivery for five floors

By issuance of this notice of termination, the Government has determined that your failure to perform is not excusable



GOVERNMENT OF GUAM

DEPARTMENT OF ADMINISTRATION DIVISION OF ACCOUNTS



LIQUIDATE (DEOBLIGATE) FULL OR PARTIAL ENCUMBRANCE

		·		 1		
·	TRANSAC	CTION CODE:	220			
	DOCUME! (PO, Work Req. Req. <u>or</u> Non-registe	NT NUMBER * ored Contract No.)	Q200280164			
	ACCOUNT <u>or</u> JOB ORD	ER NUMBER:	5100G20280EO025-	230		
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		NDOR NAME: (for Requisitions)	HOTEL SANTEFE			
		OR NUMBER:	H0097179			
* NOTE	E: A copy of the document being de-obligated	and a screen print	of the year-to-date balance from the Al	5400 <u>must b</u>	e attached .	
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APPROVED BY	Y:	/				
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	Received By / Date			Processed	By / Date	

Anita Cruz

From:

Anita Cruz

Sent:

Tuesday, May 12, 2020 12:02 PM

To:

'nsablan@remaxguam.com'

Cc:

gsaprocurement

Subject:

REQUEST FOR QUOTE HOTEL NON-CONGREGATE SHELTERS

Attachments:

HOTEL NON-CONGREGATE SHELTERS SPECIFICATIONS & TERMS AND

CONDITIONS.PDF

Tracking:

Recipient

Delivery

Read

'nsablan@remaxguam.com'

gsaprocurement

Delivered: 5/12/2020 12:02 PM

Read: 5/12/2020 2:51 PM

REQUEST FOR QUOTE - HOTEL NON-CONGREGATE SHELTERS
PLEASE RESPOND BY 5/13/20 AT 12:00PM NOON. THIS IS AN EMERGENCY PROCUREMENT





gsaprocurement

From:

Anita Cruz

Sent:

Tuesday, May 12, 2020 5:46 PM

To:

'nsablan@remaxguam.com'

Cc:

gsaprocurement

Subject:

REVISED REQUEST FOR QUOTE HOTEL NON-CONGREGATE SHELTERS

Attachments:

REVISED 5-1.2-20 SPECIFICATIONS FOR HOTEL NON-CONGREGATE SHELTERS.PDF

REQUEST FOR QUOTE REVISION FOR THE HOTEL NON-CONCREGATE SHELTERS. THIS IS AN EMERGENCY PROCUREMENT. PLEASE RESPOND WITH A "QUOTE" OR "NO QUOTE" BY:

5/14/20 BY CLOSE OF BUSINESS 5:00PM





Anita Cruz

From:

Anita Cruz

Sent:

Tuesday, May 12, 2020 5:48 PM

To:

'guamsignaturerealty@gmail.com'

Cc:

gsaprocurement

Subject:

REVISED REQUEST FOR QUOTE HOTEL NON-CONGREGATE SHELTERS

Attachments:

REVISED 5-12-20 SPECIFICATIONS FOR HOTEL NON-CONGREGATE SHELTERS.PDF

Tracking:

Recipient

Delivery

Read

'guamsignaturerealty@gmail.com'

gsaprocurement

Delivered: 5/12/2020 5:48 PM

Read: 5/13/2020 9:42 AM

REQUEST FOR QUOTE REVISION FOR THE HOTEL NON-CONCREGATE SHELTERS. THIS IS AN EMERGENCY PROCUREMENT. PLEASE RESPOND WITH A "QUOTE" OR "NO QUOTE" BY:

5/14/20 BY CLOSE OF BUSINESS 5:00PM





PLEASE RESPOND BACK WITH QUOTE OR NO QUOTE SIYU'US MA'ASE

REQUEST FOR QUOTATION

BUYER

: Cruz, Anita T

- GSA

TELEPHONE: 475-1713

FAX NO.: 475-1727

G1476001 1317 PALE SAN VITORES RD. AND TUMON, GU 96911 THE	•	ION FOR
Phone (671) 648-1634 Fax (671) 649-0130		
Quoted by Print/Signature: Quo	ote Date: Phone Number:	
said bidder agre	the foregoing bid is genuine a ses, that they are fully aware a Title 5 G.C.A. Chapter 5 - 5801	nd is in
Terms: recent issued by to implement the Prices good for: Days specification.	ion, and that the attached is th U.S. D.O.L. for the positions required service as per the fo	required llowing
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REFERENCE THE FOLLOWING: Q20-0280-164 QUARANTINE FAC. Q20-0280-165 ISOLATION FAC. Q20-0280-166 MEDICAL STAFF LODGING	100 100	

Anita Cruz

From:

Anita Cruz

Sent:

Tuesday, May 12, 2020 5:47 PM

To:

'lotteguamreservation@lotte.net'

Cc:

gsaprocurement

Subject:

REVISED REQUEST FOR QUOTE HOTEL NON-CONGREGATE SHELTERS

Attachments:

REVISED 5-12-20 SPECIFICATIONS FOR HOTEL NON-CONGREGATE SHELTERS.PDF

Tracking:

Recipient

Delivery

Read

'lotteguamreservation@lotte.net'

gsaprocurement

Delivered: 5/12/2020 5:47 PM

Read: 5/13/2020 9:40 AM

REQUEST FOR QUOTE REVISION FOR THE HOTEL NON-CONCREGATE SHELTERS. THIS IS AN EMERGENCY PROCUREMENT. PLEASE RESPOND WITH A "QUOTE" OR "NO QUOTE" BY:

5/14/20 BY CLOSE OF BUSINESS 5:00PM





gsaprocurement

From:

Anita Cruz

Sent:

Tuesday, May 12, 2020 10:22 AM

To:

'lotteguamreservation@lotte.net'

Cc:

gsaprocurement

Subject:

REQUEST FOR QUOTE FOR HOTEL NON-CONGREGATE SHELTER

Attachments:

Q200280164 - RFQ20001593 - To LOTTE HOTEL GUAM, LLC - Assigned to GSACRUZA

- 5-12-2020 10 09 19 AM.pdf; TERMS & CONDITIONS HOTEL SERVICES.doc; OHS

HOTEL SERVICES - SPECIFICATION FOR QFAC-ISOFAC-ACF.docx

THIS IS A REQUEST FOR QUOTE FOR EMERGENCY PROCUREMENT PLEASE PROVIDE A RESPONSE NO LATER THAN 5/13/20 BY 12:00 NOON.





PLEASE RESPOND BACK WITH QUOTE OR NO QUOTE SIYU'US MA'ASE

REQUEST FOR QUOTATION

BUYER	;	Cruz,	Anita	T		_	GSI
TELEPHONE	:	475-17	13	FAX	NO.:	475-1727	7

Please respond as soon possible	Requisition	Number: Q200	280164	1 1	Date:
but no later than: 5/15/2020	RFQ #: RFQ20	001593		1	5/12/2020
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 lou.eugenio@lotte.net	1 TH	E ABOVE DATE	-	·	
Phone (671) 646-6811 Fax (671)					
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Quoted by Print/Signature:		<u> </u>			
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PLEASE RESPOND BACK WITH QUOTE OR NO QUOTE SIYU'US MA'ASE

REQUEST FOR QUOTATION

Please respond as soon possible Requisition Nu		~~~~			
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2. TERMS AND CONDITIONS	1	1 1			ĺ
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PLEASE RESPOND BACK WITH QUOTE OR NO QUOTE SI YU'US MA'ASE

REQUEST FOR QUOTATION

BUYER :	:	Cruz,	Anita	T		_	GS2
TELEPHONE:	:	475-17	13	FAX	NO.:	475-1727	,

Please respond as soon possible Requisit: but no later than: 5/15/2020 RFQ #: RI	ion Number: Q200280164 FQ20001593	Date: 5/12/2020
VENDOR: LOTTE HOTEL GUAM, LLC L0015294 185 GUN BEACH ROAD TUMON, GU 96913 lou.eugenio@lotte.net Phone (671) 646-6811 Fax (671) 646-1403	PLEASE FURNISH PRICE QUOTE, DE: AND TERMS BASED ON F.O.B. DEST: THE ITEMS LISTED BELOW. PLEASE THE ABOVE DATE.	INATION FOR
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Quoted by Print/Signature:	Quote Date: Phone Numb	oer:
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** Delivery Date Offered: compliance y	with Title 5 G.C.A. Chapter 5 - ! ination, and that the attached is	5801 and 5802
recent issue	ed by U.S. D.O.L. for the position the required service as per the	ons required
Prices good for: Days specification Therefore, u	on. under penalty of perjury, I cert: d above are true. Date:	_
1. Offering Recycle Products () YES () NO 2. Offering Biodegradable Products () YES Please separate your offer of recyclable a from regular products.	3 () NO	
THIS IS NO	OT AN ORDER	
ITEM DESCRIPTION - OR EQUAL	UNIT TOT QTY UOM PRICE PRI	,
REFERENCE THE FOLLOWING: Q20-0280-164 QUARANTINE FAC. Q20-0280-165 ISOLATION FAC. Q20-0280-166 MEDICAL STAFF LODGING		

Anita Cruz

From:

Anita Cruz

Sent:

Tuesday, May 12, 2020 5:43 PM

To:

'reservation@royalorchidguam.com'

Cc:

gsaprocurement

Subject:

REVISED REQUEST FOR QUOTE HOTEL NON-CONGREGATE

Attachments:

REVISED 5-12-20 SPECIFICATIONS FOR HOTEL NON-CONGREGATE SHELTERS.PDF

Tracking:

Recipient

Delivery

Read

'reservation@royalorchidguam.com

gsaprocurement

Delivered: 5/12/2020 5:43 PM

Read: 5/13/2020 9:37 AM

REQUEST FOR QUOTE REVISION FOR THE HOTEL NON-CONCREGATE SHELTERS. THIS IS AN EMERGENCY PROCUREMENT. PLEASE RESPOND WITH A "QUOTE" OR "NO QUOTE" BY:

5/14/20 BY CLOSE OF BUSINESS 5:00PM





gsaprocurement

From:

Anita Cruz

Sent:

Tuesday, May 12, 2020 10:29 AM

To:

'reservation@royalorchidguam.com'

Cc:

gsaprocurement

Subject:

REQUEST FOR QUOTE HOTEL NON-CONGREGATE SHELTERS

Attachments:

Q200280164 - RFQ20001593 - To ROYAL ORCHID GUAM HOTEL - Assigned to

GSACRUZA - 5-12-2020 10 09 19 AM.pdf; TERMS & CONDITIONS HOTEL

SERVICES.doc; OHS HOTEL SERVICES - SPECIFICATION FOR QFAC-ISOFAC-ACF.docx

THIS IS A REQUEST FOR QUOTE FOR EMERGENCY PROCUREMENT. PLEASE PROVIDE A RESPONSE BY 05/13/2020 BY 12:00 NOON.





gsaprocurement

From:

Anita Cruz

Sent:

Tuesday, May 12, 2020 10:27 AM

To:

'reservation@royalorchidguam.com'

Cc:

gsaprocurement

Subject:

REQUEST FOR QUOTE HOTEL NON-CONGREGATE SHELTERS

Attachments:

Q200280164 - RFQ20001593 - To ROYAL ORCHID GUAM HOTEL - Assigned to

GSACRUZA - 5-12-2020 10 09 19 AM.pdf

THIS IS A REQUEST FOR QUOTE FOR EMERGENCY PROCUREMENT. PLEASE PROVIDE A RESPONSE BY 05/13/2020 BY 12:00 NOON.





Transmission Report

Date/Time Local ID 1 Local ID 2 Name

05-12-2020

09:22:25 a.m.

6714751727 0000000

Q200280164 - RFQ20001593 -- To ROYAL ORC

Transmit Header Text

Local Name 1 Local Name 2

Owner

GSA PURCHASING

GSA

anita.cruz

This document: Failed (reduced sample and details below)

Document size: 8.5"x11"

All correspondences for this AFQ must reference the Requisition Number. Please sent any correspondences to gsaprocurement@gsadoa.guam.gov

PLEASE RESPOND BACK SYTH GLOTE OR NO QUOTE SI YU 1 US MA 1 ASE

SEQUEST FOR CUSTATION

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Abbreviations:

HS: Host send

HR: Host receive

W5: Waiting send

PL: Polled local

PR: Polled remote

MS: Mailbox save

MP: Mallbox print

RP: Report

FF: Fax Forward

CP: Completed

FA: Fail

TU: Terminated by user

TS: Terminated by system

G3: Group 3

EC: Error Correct

PLEASE RESPOND BACK WITH QUOTE OR NO QUOTE SI YU'US MA'ASE

REQUEST FOR QUOTATION

Fiease respond as soon possible Requisit but no later than: 5/15/2020 RFQ ‡: R	
	RFQ20001593 5/12/2020
VENDOR: ROYAL ORCHID GUAM HOTEL RO098889 626 PALE SAN VITORES RD TUMON, GU 96911 Phone (671) 649-2000 Fax (671) 649-3053	FLEASE FURNISH PRICE QUOTE, DELIVERY TIME AND TERMS BASED ON F.O.B. DESTINATION FOR THE ITEMS LISTED BELOW. PLEASE RESPOND BY THE ABOVE DATE.
Quoted by Print/Signature:	Quote Date: Phone Number:
** Delivery Date Required: The party m	aking the foregoing bid is genuine and that
** Delivery Date Offered: compliance	agrees, that they are fully aware and is in with Title 5 G.C.A. Chapter 5 - 5801 and 5802 ination, and that the attached is the most
Terms: recent issue	ed by U.S. D.O.L. for the positions required
Frices good for: Days specification Therefore,	t the required service as per the following on. under penalty of perjury, I certify that the d above are true. Date:
1. Offering Recycle Products ()YES () No 2. Offering Biodegradable Products () YES Please separate your offer of recyclable of from regular products.	S () NO
THIS IS NO	OT AN ORDER
ITEM DESCRIPTION - OR EQUAL	UNIT TOTAL AVAILA-
1 BLANKET PURCHASE AGREEMENT DRAWN ON AS NEEDED BASIS IN RESPONSE TO THE GOVERNEMENT OF GUAM REACHING OUT TO OWNERS AND OPERATORS OF VAROUS REAL ESTATE FACILITIES IN ORDER TO UTILIZE AND REFURPOSE SUCH FACILITIES FOR COVI9-19 MANAGEMENT AND TREATMENT FACILITIES SUCH AS "HOTEL	

PLEASE RESPOND BACK WITH QUOTE OR NO QUOTE SIYU'US MA'ASE

REQUEST FOR QUOTATION

		_						
Please re	spond as soon possi	ble Requisit	ion Numb	per: 0	200280	164	1 T3	ate:
but no la	ter than: 5/15/202	5/15/2020 RFQ #: RFQ20001593						5/12/2020

VENDOR:	ROYAL ORCHID GUAM						E, DELIVE	
R0098889		RES RD	AND Ti	ERMS B	ASED O	N F.O.B.	DESTINAT	ION FOR
	TUMON, GU 96911		THE IT	CEMS L	ISTED	BELOW. P	LEASE RES	POND BY
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			gi e					
Phone (67	1) 649-2000 Fax (67	1) 649-3053	•					
Quoted by	Print/Signature:] Quote	Date:		Phone	e Number:	
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! ** Delive	ry Date Required:	The party m	aking th	e for	egoing	bid is q	genuine a	nd that
		said bidder	agrees,	that	they :	are fully	y aware a:	nd is in
/ ** Delive	ry Date Offered:	compliance	with Tit	:le 5	G.C.A.	Chapter	5 - 5801	and 5802
		Wage Determ	ination,	and	that t	ne attacî	hed is th	e most
Terms:		recent issu	ed by U.	S. D.	O.L. fa	or the po	ositions :	required
		to implement	it the re	egaire	d serv.	ice as pe	er the fo	llowina
Prices go	od for: Days	specificati	on.					_
- Annual Common		Therefore,	under pe	enalty	of pe:	rjury, I	certify :	that the
		facts state	d above	are t	rue.		_	
		Signature				Dat	De:	
		l						
1. Offeri	ng Recycle Products	()YES () N	O					
2. Offeri	ng Biodegradable Pr	oducts () YE	S () NO	9				
Please se	parate your offer o	f recyclable	and/or b	olodeg	radabl:	e product	.s	
from regu	lar products.					-		
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PLEASE RESPOND BACK WITH QUOTE OR NO QUOTE SI YU'US MA'ÂSE

REQUEST FOR QUOTATION

Please respond as soon possible Re but no later than: 5/15/2020 RE	quisition Number: Q200280164 Date: Q #: RFQ20001593 5/12/2020
VENDOR: ROYAL ORCHID GUAM HOTEL R0098889 626 PALE SAN VITORES RD TUMON, GU 96911 Phone (671) 649-2000 Fax (671) 649-	PLEASE FURNISH PRICE QUOTE, DELIVERY TIME AND TERMS BASED ON F.C.B. DESTINATION FOR THE ITEMS LISTED BELOW. PLEASE RESPOND BY THE ABOVE DATE.
Quoted by Print/Signature:	Quote Date: Phone Number:
Said	arty making the foregoing bid is genuine and that pidder agrees, that they are fully aware and is in lance with Title 5 G.C.A. Chapter 5 - 5801 and 5802
Terms: wage recen to im Frices good for: Days speci There facts	Determination, and that the attached is the most issued by U.S. D.O.L. for the positions required plement the required service as per the following fication. Tore, under penalty of perjury, I certify that the stated above are true.
1. Offering Recycle Products ()YES 2. Offering Biodegradable Products Please separate your offer of recyclerom regular products.	() NO () NO
THIS I:	NOT AN ORDER
ITEM; DESCRIPTION - OR EQUAL	UNIT TOTAL AVAILA- QTY UOM PRICE PRICE BILITY
REFERENCE THE FOLLOWING: Q20-0280-164 QUARANTINE FAC. Q20-0280-165 ISOLATION FAC. Q20-0280-166 MEDICAL STAFF LODGING	To extract states and additional additional additio

ASSIGNED BUYER: GSATEDIC

REQUISITION EMERGENCY

					ITION #: Q20 RIATION: 510	00280164 00G200280E0025230
TO:	PROCUREMENT FACILITIES NGMT.DIVISIO	ON ADMINISTRAT	OR I		ERED DATE 9/2020	
SUBM	HITTED BY:				W	
Ouer	nga, Marie TOffice of Homeland					
	ORIZED DEPARTMENT REPRESENTATIVE		IGNATU	TDF		T. A true
				, ILL		DATE
DEPA	RTMENT/DIVISION: STATE HOMELAND SE	CURITY PROGRA	REÇ)UEST	DATE: 5/09/	2020
ITEM NO	 DESCRIPTION OF ITEM			1	**	
	L		UOM	QTY	UNIT PRICE!	AMOUNT
	BLANKET PURCHASE AGREEMENT TO DRAWN ON AS NEEDED BASIS IN RESPONSE TO THE GOVERNEMENT OF GUAM REACHING OUT TO OWNERS AND OPERATORS OF VAROUS REAL ESTATE FACILITIES IN ORDER TO UTILIZE AND REPURPOSE SUCH FACILITIES FOR COVI9-19 MANAGEMENT AND TREATMENT FACILITIES SUCH AS "HOTEL QUARANTINE FACILTY" FOR THE 14 DAY MANADATORY QUARANTINE FOR ALL ARRIVING PASSENGER FROM A COVID-19 AFFECTED AREA. TO CONTINUE QUARANTINE OPERATIONS WE WILL NEED 154 PLUS 17 ROOMS.		JOB	1	100000.00 	100000.00
			TOTAL	====	====>	100000.00
	IFICATION: GESTED VENDOR: NOME					!
** PI	RINT NAME & SIGN	() APPROVA			() DISAPPR	U ALVO
(CER	RECEIVED BY DATE FIFYING OFFICER)	APPROVING AU	THORI'	ry (D)	RECTOR)	
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ASSIGNED BUYER: GSATEDIC

REQUISITION EMERGENCY

			۱.	APPROF		002 80164 0 0G 200280E0025230
TO: 	PROCUREMENT FACILITIES MGMT.DIVIS	ION ADMINISTRA	ror 1		BERED DATE 09/2020	
SUBM	ITTED BY:		<u> </u>	 -		
 Ouen	ga, Marie TOffice of Homeland	. ~				
AUTH	ORIZED DEPARTMENT REPRESENTATIVE	·	3 IGNATI	JRE		DATE
	RTMENT/DIVISION: STATE HOMELAND S	SECURITY PROGRE	l RE(QUEST	DATE: 5/09/	'2020
NO.	 DESCRIPTION OF ITEM 		I I	 YTQ -	UNIT PRICE	AMOUNT
	COA 1: OPEN PURCHASE ORDER WITH HOTEL TO BE DRAWN ON AS NEEDED BASIS GHS WILL ONLY PAY FOR UTILIZED ROOMS. MEALS: TO BE PROVIDED BY THE HOTEL AND INCLUDED IN THE ROOM FEE. LAUNDRY:PROVIDED BY HOTEL AND INCLUDED IN ROOM FEE. COA 2. REQUESTING TO LEASE ENTIRE FLOOR OF FACILITY. HOLDING FEE WILL BE PAID FOR UNUTILIZED ROOMS AT A RATE LESS THAN ROOM RATE.			 		
·			TOTAL	====	====>	100000.00
	FICATION: GESTED VENDOR: NONE			<u> </u>		
** PF	RINT NAME & SIGN	 () APPROV.	AL		() DISAPPR	I LAVO
(CERI	RECEIVED BY DATE 'IFYING OFFICER)	APPROVING A	UTHORI'	TY (D)	IRECTOR)	

ASSIGNED BUYER: GSATEDTC

REQUISITION EMERGENCY

| REQUISITION #: Q200280164

| APPROPRIATION: 5100G200280E0025230! TO: PROCUREMENT FACILITIES MGMT.DIVISION ADMINISTRATOR | ENCUMBERED DATE 5/09/2020 SUBMITTED BY: Quenga, Marie T. -Office of Homeland S AUTHORIZED DEPARTMENT REPRESENTATIVE SIGNATURE DATE DEPARTMENT/DIVISION: STATE HOMELAND SECURITY PROGRA REQUEST DATE: 5/09/2020 | ITEM | | NO. | DESCRIPTION OF ITEM QTY| UNIT PRICE! [UOM]AMOUNT | MEALS: PROVIDE BY HOTEL AND INCLUDED IN ROOM FEE. |LAUNDRY: PROVIDED BY THE HOTEL | AND INCLUDED IN THE ROOM FEE. | AUTHORIZED PERSONNEL | CHARLES ESTEVES 687-4821 |LEO ESPIA 483-0361 |PATRICK LEON GUERRERO 687~6864 | MARIE QUENGA 489-4742 | DENILLE CALVO 489-0581 | MICHAELS TAIJERON 929-1070 TOTAL ======> 1000000.00 | JUSTIFICATION: SUGGESTED VENDOR: NONE ** PRINT NAME & SIGN () APPROVAL () DISAPPROVAL RECEIVED BY DATE APPROVING AUTHORITY (DIRECTOR) (CERTIFYING OFFICER)

ASSIGNED BUYER: GSATEDTC REQUISITION EMERGENCY

				FITION #: Q2 RIATION: 51	:00280165 :00G20 <mark>0280</mark> E0025230		
TO: PROCUREMENT FACILITIES MGMT.DIV	ISION ADMINISTRAT	OR 1		ERED DATE 19/2020			
SUBMITTED BY:							
Quenga, Marie TOffice of Homels	and S						
AUTHORIZED DEPARTMENT REPRESENTATIVE	S	IGNAT	JRE	-	DATE		
DEPARTMENT/DIVISION: STATE HOMELAND	SECURITY PROGRA	REÇ	QUEST	DATE: 5/09	/2020		
ITEM	1 	i l	1				
NO. DESCRIPTION OF ITEM		UON	QTY	UNIT PRICE	AMOUNT		
1 BLANKET PURCHASE AGREEMENT TO		JOB	! 11	100000.00	100000.00		
BE DRAWN ON AS NEEDED BASIS TO			~ i	100000.00	 TOOMOO'NN		
TO SECURE HOTEL SERVICES FOR		i	į		I		
ISOLATION FACILITIES DUE TO		1	- 1		İ		
THE COVID-19 PANDEMIC, THE TERRITORY OF GUAN IS IN MEED		1	1		-		
OF IMMEDIATE OF ACCOMMODATION		!	1		1		
FOR PERSONS WHO DO NOT NEED		į	1		<u> </u>		
TREATMENT IN HOSPITALS BUT WHO			1]		
MAY NEED TO BE ISOLATED		i	1		! !		
BECAUSE THEY HAVE CONTRACTED		i	i		! 		
COVID-19 OR QUARANTINED EITHER		ĺ	i		! 		
BECAUSE THEY HAVE BEEN EXPOSED	I	1	I		, 		
TO PERSONS WITH COVID-19. HOTEL ISOLATION FACILTY.		I	1		1		
ISOLATION OF ASYMTOMATIC		1	I		1		
COVID-19 POSITVE PATIENTS	[!	ļ				
FOR FUTURE ISOLATION OPERATION	\ 		l I				
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<u> </u>		TOTAL		. <=====	180000.08		
JUSTIFICATION:							
SUGGESTED VENDOR: NONE							
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RECEIVED BY DATE APPROVING AUTHORITY (DIRECTOR)							
(CERTIFYING OFFICER)	ALLWOATMG WO	I MORT	ıx (DI	RECTOR)	. !		
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ASSIGNED BUYER: GSATEDTC

REQUISITION EMERGENCY

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TO:	PROCUREMENT FACILITIES MGMT.DIVISION	N ADMINISTRAT	OR		BERED D		
SUBI	MITTED BY:						
Quer	nga, Marie TOffice of Homeland S	š					
MULI	HORIZED DEPARTMENT REPRESENTATIVE	ន	IGNAT	URE			DATE
	ARTHENT/DIVISION: STATE HOMELAND SEC	CURITY PROGRA	RE	QUEST	DATE:	5/09/2	:020
ITEM	•						
NO.	DESCRIPTION OF ITEM		UON	QTY	UNIT)	PRICE	AMOUNT
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	LEASE THE ENTIRE FACILTY: HOLDING FEE WILL BE PAID FOR		1	i		j	
	UNUTILIZED ROOMS AT A RATE		1	1		I	Ì
	LESS THAN THE ROOM RATE.			!]	I
	MEALS: PROVIDED BY THE HOTEL		1			J	
	AND INCLUDED IN THE ROOM FEE		ì			i I	
	LAUNDRY: EXTEND EXISTING	Ì	i	i		i	!
	LAUNDRY CONTRACT OR START NEW LAUNDRY CONTRACT. BID SPECS	l	1	1		i	,
	MUST MATCH HOSPITAL STANDARDS	ļ				1	j
	FOR PATIENT WITH INFECTIOUS	!		ļ		ŀ	I
	DISEASE AND CDC GUIDELINES.	!	1 1	1			!
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(CER	TIFYING OFFICER)	APPROVING AU	ı nəkt	1	RECTOR)	
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		RE(APF	QUISITION #: Q2 PROPRIATION: 51	:00280165 :00G200280E0025230
TO:	PROCUREMENT FACILITIES MGMT.DIVISION A	MINISTRATOR ENC	CUMBERED DATE 5/09/2020	
SUBI	MITTED BY:		<u> </u>	
 Quer	nga, Marie TOffice of Homeland S			
AUTH	HORIZED DEPARTMENT REPRESENTATIVE	SIGNATURE		DATE
DEPA	ARTMENT/DIVISION: STATE HOMELAND SECUR	TY PROGRA REQUE	ST DATE: 5/09	/2020
NO.	 DESCRIPTION OF ITEM 	 UOM; Q	 TY UNIT PRICE	 AMOUNT
	COA 2: LEASE ALL ROOMS ON A SINGLE HOTEL FLOOR. HOLDING FEE WILL BE PAID FOR UNUTILIZED ROOMS AT A RATE LESS THAN THE ROOM RATE. MEAL: PROVIDED BY THE HOTEL AND INCLUDED IN THE ROOM FEE. LAUNDRY: EXTEND GMH EXISTING LAUNDRY CONTRACT OR START NEW LAUNDRY CONTRACT. BID SPECS MUST MATCH HOSPITAL STANDARDS FOR PATIENTS WITH INFECTIOUS DISEASES AND CDC GUIDELINES AUTHORIZED PERSONNEL: CHARLES ESTEVES 687-4821			
TENT.	IFICATION:	TOTAL ==	=====>	100000.00
	GESTED VENDOR: NONE			
** p)	RINT NAME & SIGN () APPROVAL	() DISAPPR	OVAL
(CER	RECEIVED BY DATE APPORT OF THE PROPERTY OF THE	ROVING AUTHORITY	(DIRECTOR)	
	CONTINUED ON I	EXT PAGE		l

REQUISITION EMERGENCY

| REQUISITION #: Q200280165

| APPROPRIATION: 5100G200280E0025230| TO: PROCUREMENT FACILITIES MGMT.DIVISION ADMINISTRATOR | ENCUMBERED DATE 5/09/2020 SUBMITTED BY: Quanga, Marie T. -Office of Homeland S AUTHORIZED DEPARTMENT REPRESENTATIVE SIGNATURE DATE . | DEPARTMENT/DIVISION: STATE HOMELAND SECURITY PROGRA REQUEST DATE: 5/09/2020 | ITEM | NO. | DESCRIPTION OF ITEM | UOM| QTY| UNIT PRICE| AMOUNT LEO ESPIA 483-0361 |PATRICK LEON GUERRERO 687-6864 |MARIE QUENGA 489-4742 |DENILLE CALVO 489~0581 |MICHAEL TAIJERON 929~1070 TOTAL =======> 100000.00 JUSTIFICATION: SUGGESTED VENDOR: NONE ** PRINT NAME & SIGN () APPROVAL () DISAPPROVAL RECEIVED BY DATE APPROVING AUTHORITY (DIRECTOR) (CERTIFYING OFFICER)







GUAM HON OFFICE O UFISINA

MEMORANDUM

DATE:

March 25, 2020

TO:

Procurement Record

FROM:

Administrator, Office of Civil Defense; Homeland Security

SUBJECT:

DETERMINATION TO OF NEED FOR QUARANTINE/ ISOLATION/ MEDICAL

FACILITIES

This Determination is issued pursuant to 5 GCA § 5249 which requires a written declaration that "there is a need for the required supply, service, or construction item"

- 1. It is necessary for the Government of Guam, through the Department of Public Health and Social Services ("DPHSS"), and by the Office of Homeland Security/Office of Civil Defense ("OHS/OCD") to obtain hotel/lodging facilities that may serve as quarantine, isolation, and medical staff sites:
 - a. On March 13, 2020, President Donald Trump declared a national emergency over the COVID-19 outbreak in the continental United States. At the time, no cases of COVID-19 had been confirmed on Guam. Even so, I Maga'hågan Guåhan, declared a state of emergency for Guam to prepare for a possible COVID-19 outbreak on Guam. The day after, the Guam's Public Health Authority, received information of confirmed cases of On March 16th, DPHSS recommended and the Governor COVID-19 on Guam. concurred to take necessary measures to quickly investigate the sources of the confirmed cases. the Maga'hågan Guåhan then issued Executive Order 2020-04, exercising, among others, the power to restrict entry into Guam. This order was necessary to reduce the number of potential sources of COVID-19 on Guam and also allow DPHSS sufficient time to investigate and determine the sources leading to the confirmed COVID-19 cases. Through the investigation, DPHSS learned that a significant number of cases of COVID-19 were linked to travel from the Philippines. The Philippines has quickly become one of the most volatile areas of COVID-19 outbreaks. As of March 22, 2020, the number of cases of COVID-19 in the Philippines has risen to three hundred and eighty in a short time period. Twenty-five of those cases have been fatal.

b. On or about March 18, 2020, DPHSS learned that President Duterte intended on closing airports in the Philippines. DPHSS was advised by the Guam International Airport Authority and the Guam Customs & Quarantine Agency to expect an unprecedented number of travelers to Guam departing from Manila Ninoy Aquino International Airport. DPHSS understood that a majority of these travelers would be returning residents to Guam and were potential carriers of COVID-19. The threat of an aggressive community spread of COVID-19 throughout the island and the limited amount of resources both obligated the government of Guam to enact a mandatory quarantine, isolation, and medical staff at a facility for all persons arriving on Guam who had traveled to the Philippines in the recent past.

· 2. The Vendor must provide a facility that allows for:

- a. The health status of quarantined individuals to be monitored regularly to determine if quarantine remains appropriate;
- b. The ability to promptly remove and isolate a person if reasonably believed that he/she has become infected with a contagious or possibly contagious disease;
- c. The needs of persons quarantined are addressed in a systematic and competent fashion, including but not limited to, providing adequate food, clothing, shelter, means of communications with those in quarantine and outside these settings, medication and competent medical care;
- d. The premises to be maintained in a safe and hygienic manner and be designed to minimize the likelihood of further transmission of infection or other harms to persons quarantined.
- 3. The Vendor must also provide staffing necessary to run the lodging to include:
 - a. Checking in persons who are to be quarantined;
 - b. Providing and delivering nutritional meals for breakfast, lunch, and dinner; and
 - c. Providing regular room maintenance.

CHARLES ESTEVES

ADMINISTRATOR

Office of Civil Defense, Guam Homeland Security



ISLAND OF GUAM OFFICE OF THE GOVERNOR HAGATÑA, GUAM 96932 U.S.A.

- 7. ENFORCEMENT. DPHSS is directed to issue guidance, subject to my approval to implement the terms of this Order. DPHSS shall enforce this Order and, if necessary, may do so with the assistance of the Guam Police Department.
- 8. SEVERABILITY. If any provision of this executive order or its application to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this order that can be given effect without the invalid provision or application, and to this end, the provisions of this order are severable.

SIGNED AND PROMULGATED at Hagatña, Guam, this 16th day of March 2020.

LOURDES A. LEON GUERRERO

Low Lu Munes

Maga'hågan Guåhan Governor of Guam

Attested by:

JOSHUA F. TENORIO

Sigundo Maga'låhen Guåhan Lieutenant Governor of Guam