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RECEIVED
OFFICE OF PUBLIC ACCOUNTABILITY
PROCUREMENT APPEALS
DATE: 7/1/2020
TIME: 5:00 AM PM BY: JW
FILE NO OPA-PA: 20-008

COPY OF PROTEST

HOTEL
SANTA FE
GUAM

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.

Sincerely,



Bartley A. Jackson
President
Beach Resorts LLC
Dba, Hotel Santa Fe Guam

PROTEST RESPONSE



EDWARD M. BIRN
Director (Direktot)

EDITH C. PANGELINAN

Deputy Director (Sigundo Direktot)

**DEPARTMENT OF
ADMINISTRATION**
DIPATTAMENTON ATMENESTRASION

GENERAL SERVICES AGENCY
(Ahensian Setbision Hinirat)

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



LOURDES A. LEON GUERRERO
Governor (Maga'håga)

JOSHUA F. TENORIO

Lt. Governor (Sigundo Maga'låhi)

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.

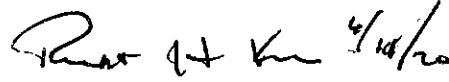
You believe that you have ten (10) days to cure your deficiencies. As stated in *In the Appeal of Basil Industrial Food Services* Appeal No OPA-PA 16-006 and OPA-PA-16-008, the Public Auditor stated:

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 in that 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.



1. 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

Hotel Santa Fe - Guam

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 non-resident 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 \$ _____

No quote

OPTION 2

- Lease the entire facility. Holding fee will be paid for unutilized rooms at a rate less than the room rate to include meals and laundry services.

Occupied Room Rate \$ 99.00

Unoccupied Holding (Reserve) Room Rate \$ 90.00

103 rooms

2. HOTEL ISOLATION FACILITY. Isolation of asymptomatic COVID-19 positive patients. For future isolation operations, will require 36 ± 11 rooms for surge.

OPTION 1

- Open purchase order. Holding fee will be paid for unutilized rooms at a rate less than the room rate to include meals, laundry services and decontamination services.

Occupied Room Rate \$ 99.00

Unoccupied Holding (Reserve) Room Rate \$ 90.00

min. 60 rooms

OPTION 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 to include meals, laundry services, and decontamination services.

Occupied Room Rate \$ _____

Unoccupied Holding (Reserve) Room Rate \$ _____

No quote

OPTION 3

- Is to combine the Quarantine Facility and Isolation Facility in a single facility with dedicated floors and/or wings. Create zones within the facility similar to a hospital. Site would require DPHSS and GMH assessment to determine feasibility.

Occupied Room Rate \$ 99.00

Unoccupied Holding (Reserve) Room Rate \$ 90.00

** 5 floors*

103 rooms - entire facility combined

3. MEDICAL STAFF LODGING. To provide for Housing medical staff who have sustained interactions with COVID-19 positive patients. Medical staff housing operations, require 135 ± 25 rooms.

Occupied Room Rate \$ 135.00

Unoccupied Holding (Reserve) Room Rate \$ 90.00

** 103 rooms available*

60 rooms minimum

✓ **NOTE PREFERENCE:** To secure one (1) facility with multiple wings to house Isolation Patients, 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).**



PURCHASE ORDER
GENERAL SERVICES AGENCY
DEPARTMENT OF ADMINISTRATION
GOVERNMENT OF GUAM

148 Route 1
 Marine Drive
 P.H. Guam 96926

TRAN CODE

THIS PURCHASE ORDER NUMBER

No. F206E00310

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

F.O.B.	AIR FREIGHT TEL. CONTACT	SHIP VIA	DATE	JOB ORDER NO.	OBJCT
			5/16/2020	028020025230	230
PREPAID SHOW SHIPPING CHARGES AS SEPARATE ITEM ON INVOICE					

ROOM NO. 1	TO:	VENDOR	CONSIGNEE, DESTINATION & MARKING		
	HOTEL SANTA FE BEACH RESORTS, LLC 132 LAGOON DRIVE TAMUNING, GU 96913 Telephone: 671 647-8855 Fax: 671 647-8860 Email:	H0097179	GOVERNORS OFFICE P.O. BOX 2950 HAGATNA, GU 96932-0000 COVID-19 MANDATORY QUARANTINE		
AUTHORITY	INVITATION NO.	CONTRACT NO.	TIME FOR DELIVERY	EXPIRING	DISCOUNT TERMS
3113			SEE BELOW		

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	DOCUMENT NUMBER	UAC
	<p>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..</p> <p>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.</p> <p>QUARANTINE RATE: EST. 98 RMS. \$99.00 PER OCCUPIED ROOM</p> <p>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 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 agency and vendor ALL LATE DELIVERIES AND ACCEPTANCES ARE SUBJECT TO THE LIQUIDATED DAMAGES CLAUSE IN SECTION 6101 (9) (a) OF THE GAR.</p>				100000.00	0200280164	

<p>SPECIAL INSTRUCTION 5 TO VENDOR</p> <p>B. SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACCOUNTS, DEPARTMENT OF ADMINISTRATION, GOVERNMENT OF GUAM, P.O. BOX 884, AGANA, GUAM 96910.</p> <p>C. PAYMENT IN THIRTY (30) DAYS UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION.</p> <p>D. THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE.</p> <p>E. * THIS ORDER IS SUBJECT TO THE SPECIAL PROVISIONS, AND BID GENERAL TERMS AND CONDITIONS SPECIFIED ON THIS BID.</p> <p>F. * ON ALL AIR SHIPMENTS HAVE AIR FREIGHT COMPANY CALL THIS NUMBER UPON ARRIVAL OF GOODS IN GUAM.</p>	XXXXXXXXXX	<p>A. DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL.</p> <p>INVEST CHANGES AND RETURN THIS ORDER FOR AMENDMENT.</p>
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<p>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 ORDER NUMBER SHOWN ABOVE. SEE REVERSE SIDE FOR PURCHASE ORDER TERMS AND CONDITIONS.</p>	<p>ADVANCE PAYMENT AUTHORIZATION</p> <p>PAYMENT ENCLOSED <input type="checkbox"/></p>	<p>SIGNATURE: <i>C. Acalle</i></p> <p>NAME: Claudia S. Acalle TITLE: Chief Procurement Officer</p>
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PURCHASE ORDER
GENERAL SERVICES AGENCY
DEPARTMENT OF ADMINISTRATION
GOVERNMENT OF GUAM

148 Route 1
 Marine Drive
 P.O. Guam 96925

TRAN CODE

THIS PURCHASE ORDER NUMBER

No. P206E00310

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

F.O.B.	% AIR FREIGHT TEL. CONTACT	SHIP VIA:	DATE 5/16/2020	JOB ORDER NO. 028020025230	CEJGL 230
PREPAID BY OUR SHIPPING CHARGES AS SEPARATE ITEM ON INVOICE					

ROOMING	TO: HOTEL SANTA FE BEACH RESORTS, LLC 132 LAGOON DRIVE TAMUNING, GU 96913 Telephone: 671 647-8855 Fax: 671 647-8860 Email:	VENDOR R0097179	CONSIGNEE, DESTINATION & MARKING GOVERNORS OFFICE P.O. BOX 2950 HAGATNA, GU 96932-0000		
	COVID-19 MANDATORY QUARANTINE				
AUTHORITY 3113	** INVITATION NO.	** CONTRACT NO.	TIME FOR DELIVERY SEE BELOW	EXPIRING	DISCOUNT TERMS

QTY	ARTICLE OR SERVICE	UNIT PRICE	AMOUNT	DOCUMENT / INVOICE	TAX
	<p>\$90.00 PER UNOCCUPIED ROOM</p> <p>TO INCLUDE MEALS (BREAK, LUNCH, & DINNER); LAUNDRY SERVICES;</p> <p>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.</p> <p>AUTHORIZED PERSONNEL: CHARLES ESTEVES 687-4821 LEO ESPINA 483-0361 PATRICK LEON GUERRERO 687-6864 MARIE QUENGA 489-4742 DENILLE CALVO 489-0581 MICHAEL TAIJERON 929-1070</p> <p>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 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 agency and vendor ALL LATE DELIVERIES AND ACCEPTANCES ARE SUBJECT TO THE LIQUIDATED DAMAGES CLAUSE IN SECTION 6101(9) (a) OF THE GAR.</p>				

<p>SPECIAL INSTRUCTIONS TO VENDOR:</p> <p>B. SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACCOUNTS, DEPARTMENT OF ADMINISTRATION, GOVERNMENT OF GUAM, P.O. BOX 894, AGANA, GUAM 96910.</p> <p>E. PAYMENT IN THIRTY (30) DAYS UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION.</p> <p>D. THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE.</p> <p>F. * ON ALL AIR SHIPMENTS HAVE AIR FREIGHT COMPANY CALL THIS NUMBER UPON ARRIVAL OF GOODS IN GUAM.</p>	<p>XXXXXXXXXXXX</p> <p>↑ TOTAL ↑</p>	<p>A. DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL</p> <p>← INSERT CHANGES AND RETURN THIS ORDER FOR AMENDMENT.</p>
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<p>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 ORDER NUMBER SHOWN ABOVE.</p> <p>SEE REVERSE SIDE FOR PURCHASE ORDER TERMS AND CONDITIONS.</p>	<p>ADVANCE PAYMENT AUTHORIZATION</p> <p>PAYMENT ENCLOSED <input type="checkbox"/></p>	<p>SIGNATURE: <i>C. Acalle</i></p> <p>Claudia Acalle Chief Procurement Officer</p>
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Control No.

ORIGINAL/VENDOR'S COPY



PURCHASE ORDER
GENERAL SERVICES AGENCY
DEPARTMENT OF ADMINISTRATION
GOVERNMENT OF GUAM

148 Route 1
 Marine Drive
 P.H. Guam 96925

TRAN CODE

THIS PURCHASE ORDER NUMBER

No. P206E00310

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

F.O.B.	* AIR FREIGHT TEL CONTACT	SHIP VIA:	DATE 5/16/2020	JOB ORDER NO. 028020025230	OBJCT 230
PREPAID SHIPMENT SHIPPING CHARGES AS SEPARATE ITEM ON INVOICE					

VENDOR	TO: HOTEL SANTA FE BEACH RESORTS, LLC 132 LAGOON DRIVE TAMUNING, GU 96913 Telephone: 671 647-8855 Fax: 671 647-8860 Email:	VENDOR H0097179	CONSIGNEE, DESTINATION & MARKING GOVERNORS OFFICE P.O. BOX 2950 HAGATNA, GU 96932-0000		
				COVID-19 MANDATORY QUARANTINE	
AUTHORITY 3113	** INVITATION NO.	** CONTRACT NO.	TIME FOR DELIVERY SEE BELOW	EXPIRING	DISCOUNT TERMS:

QTY	UNIT PRICE	AMOUNT	DESCRIPTION
			<p>INCLUSIVE OF THE ATTACHED SPECIFICATIONS AND TERMS AND CONDITONS</p> <p>EMERGENCY PROCUREMENT EXECUTIVE ORDER 2020-04 RELATIVE TO COVID-19</p> <p>REF: 10 GCA 19403 PUBLIC HEALTH EMERGENCY</p> <p>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 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.</p>

SPECIAL INSTRUCTION 5 TO VENDOR: B. SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACCOUNTS, DEPARTMENT OF ADMINISTRATION; GOVERNMENT OF GUAM, P.O. BOX 184, AGANA, GUAM 96910. C. PAYMENT IN THIRTY (30) DAYS UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION. D. THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE. E. * * THIS ORDER IS SUBJECT TO THE SPECIAL PROVISIONS, 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 IN GUAM.	100000.00 ↑ TOTAL ↑	A. DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL. INSERT CHANGES AND RETURN THIS ORDER FOR AMENDMENT.
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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 ORDER NUMBER SHOWN ABOVE. SEE REVERSE SIDE FOR PURCHASE ORDER TERMS AND CONDITIONS.	ADVANCE PAYMENT AUTHORIZATION PAYMENT ENCLOSED <input type="checkbox"/>	SIGNATURE: <i>C. Acalle</i> Claudia S. Acalle Chief Procurement Officer
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Control No.

ORIGINAL/VENDOR'S COPY



PURCHASE ORDER
GENERAL SERVICES AGENCY
DEPARTMENT OF ADMINISTRATION
GOVERNMENT OF GUAM

148 Route 1
 Marine Drive
 P.H. Guam 96926

TRAN CODE

THIS PURCHASE ORDER NUMBER

No. P206E00310

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

A.O.B.	BY AIR FREIGHT TEL CONTACT SHIP VIA	DATE 5/16/2020	JOB ORDER NO. 028020025230	OBJCT 230
PREPARED SHOW SHIPPING CHARGES AS SEPARATE ITEM ON INVOICE				

RODNEY	TO: HOTEL SANTA FE BEACH RESORTS, LLC 132 LAGOON DRIVE TAMUNING, GU 96913 Telephone: 671 647-8855 Fax: 671 647-8860 Email:	VENDOR H0097179	CONSIGNEE, DESTINATION & MARKING GOVERNORS OFFICE P.O. BOX 2950 HAGATNA, GU 96932-0000		
				COVID-19 MANDATORY QUARANTINE	
AUTHORITY 3113	** INVITATION NO.	** CONTRACT NO.	TIME FOR DELIVERY SEE BELOW	EXPIRING	DISCOUNT TERMS:

QTY	ARTICLE OR SERVICE	UNIT	UNIT PRICE	AMOUNT	EXCESSIVE COST	TOT
<p>THIS ORDER IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:</p> <ol style="list-style-type: none"> Acknowledgment copy of this order must be signed and returned advising approximate or definite shipping date. 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. Packing list must accompany each shipment, showing our order number, description and part serial number for each item. Shipments must be identified as "PARTIAL" or "COMPLETE". 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. 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 invoice or voucher is received in the office specified by the Government of Guam, if the latter is later than 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. Overshipments, 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 Bid General Terms and Conditions as specified. 						

<p>SPECIAL INSTRUCTIONS TO VENDOR:</p> <p>B. SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACCOUNTS, DEPARTMENT OF ADMINISTRATION, GOVERNMENT OF GUAM, P.O. BOX 884, AGANA, GUAM 96910.</p> <p>C. PAYMENT IN THIRTY (30) DAYS UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION.</p> <p>D. THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE.</p> <p>E. THIS ORDER IS SUBJECT TO THE SPECIAL PROVISIONS, AND BID GENERAL TERMS AND CONDITIONS SPECIFIED ON THIS BID.</p> <p>F. ON ALL AIR SHIPMENTS HAVE AIR FREIGHT COMPANY CALL THIS NUMBER UPON ARRIVAL OF GOODS IN GUAM.</p>	100000.00	<p>A. DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL.</p> <p>← INSERT CHANGES AND RETURN THIS ORDER FOR AMENDMENT.</p>
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<p>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 ORDER NUMBER SHOWN ABOVE. SEE REVERSE SIDE FOR PURCHASE ORDER TERMS AND CONDITIONS.</p>	<p>ADVANCE PAYMENT AUTHORIZATION</p> <p>PAYMENT ENCLOSED <input type="checkbox"/></p>	<p>SIGNATURE: <i>C. Acalle</i></p> <p>NAME: Claudia S. Acalle Chief Procurement Officer</p>
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Control No.

ORIGINAL/VENDOR'S COPY



PURCHASE ORDER
GENERAL SERVICES AGENCY
DEPARTMENT OF ADMINISTRATION
GOVERNMENT OF GUAM

148 Route 1
 Marine Drive
 PHL, Guam 96925

TRAN CODE

THIS PURCHASE ORDER NUMBER

No. P206E00310

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

F.O.B.	* AIR FREIGHT TEL. CONTACT	SHIP VIA:	DATE 5/16/2020	JOB ORDER NO. 028020025230	OBJCL 230
PREPAID-SHOW SHIPPING CHARGES AS SEPARATE ITEM ON INVOICES					

REORDER	TO:	VENDOR	CONSIGNEE, DESTINATION & MARKING		
	HOTEL SANTA FE BEACH RESORTS, LLC 132 LAGOON DRIVE TAMUNING, GU 96913 Telephone: 671 647-8855 Fax: 671 647-8860 Email:	H0097179	GOVERNORS OFFICE P.O. BOX 2950 HAGATNA, GU 96932-0000 COVID-19 MANDATORY QUARANTINE		
AUTHORITY 3113	* INVITATION NO.	* CONTRACT NO.	TIME FOR DELIVERY SEE BELOW	EXPIRING	DISCOUNT TERMS

ITEM	ARTICLE OR SERVICE	QTY	UNIT	UNIT PRICE	AMOUNT	DOCUMENT NUMBER	DATE
	* * * * * * VENDOR ACKNOWLEDGMENT * * * * * *						
	* RETURN TO SUPPLY MANAGEMENT DIVISION * * DATE OF RECEIPT OF THIS ORDER * * SIGNATURE _____ * * * * * *						
	* * * * * * RECEIVING REPORT COPY * * * * * *						
	* I CERTIFY THE ABOVE ARTICLES AND/OR SERVICES HAVE/HAS BEEN * * RECEIVED AND/OR RENDERED AND THE SAME HAS BEEN INSPECTED * * AND ACCEPTED EXCEPT AS OTHERWISE NOTED HEREIN. * * * * * *						
	* DATE RECEIVED: _____ SIGNATURE: _____ * * * * * *						

SPECIAL INSTRUCTIONS TO VENDOR: B. SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACCOUNTS, DEPARTMENT OF ADMINISTRATION, GOVERNMENT OF GUAM, P.O. BOX 884, AGANA, GUAM 96910. C. PAYMENT IN THIRTY (30) DAYS UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION. D. THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE. E. * * * THIS ORDER IS SUBJECT TO THE SPECIAL PROVISIONS, 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 IN GUAM.	100000.00	A. DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL. ← _____ INSERT CHANGES AND RETURN THIS ORDER FOR AMENDMENT.
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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 ORDER NUMBER SHOWN ABOVE. SEE REVERSE SIDE FOR PURCHASE ORDER TERMS AND CONDITIONS.	ADVANCE PAYMENT AUTHORIZATION PAYMENT ENCLOSED <input type="checkbox"/>	SIGNATURE: <i>C. Acalle</i> Claudia S. Acalle NAME Chief Procurement Officer TITLE
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GENERAL SERVICES AGENCY
DEPARTMENT OF ADMINISTRATION
GOVERNMENT OF GUAM

TRAN CODE

No. 2016E00610

DATE OF ORDER
MAY 11 2020
10:00 AM

2020 05 11 10:00 AM

281

V
E
N
D
O
R

TO:

VENDOR

HOTEL SANTA FE
132 LAGOON DRIVE
TAMUNING, GUAM 96913
PHONE: (671) 647-8855
FAX: (671) 647-8860

S
H GOVERNORS OFFICE
I P.O. BOX 2250
P HENRIETTA, GU 96922-0250
T
O COVID-19 MANDATORY QUARANTINE

8113

SEE BELOW

VENDOR ACKNOWLEDGMENT

RETURN TO SUPPLY MANAGEMENT DIVISION

DATE OF RECEIPT OF THIS ORDER

5/16/2020

SIGNATURE

[Handwritten Signature]
Barth A. Jackson

RECEIVING RECEIPT COPY

I CERTIFY THE ABOVE ARTICLES AND OR SERVICES HAVE, HAS BEEN
RECEIVED AND/OR RENDERED AND THE SAME HAS BEEN INSPECTED
AND ACCEPTED EXCEPT AS OTHERWISE NOTED HEREIN.

DATE RECEIVED:

SIGNATURE:

- B. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DELIVERY OF ALL GOODS TO THE...
- C. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DELIVERY OF ALL GOODS TO THE...
- D. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DELIVERY OF ALL GOODS TO THE...
- E. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DELIVERY OF ALL GOODS TO THE...
- F. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DELIVERY OF ALL GOODS TO THE...

100000.00

TOTAL

ALICIA S. ASFALE
CHIEF PROCUREMENT OFFICER

[Handwritten Signature]

Claudia S. Asfale Chief Procurement Officer

[Handwritten mark]

Anita Cruz

From: Anita Cruz
Sent: Friday, May 15, 2020 10:45 AM
To: 'stay@hotelsantafeguam.com'
Cc: gsaprourement; 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 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 T. Cruz
Buyer Supervisor II



Anita Cruz

From: Anita Cruz
Sent: Friday, May 15, 2020 11:34 AM
To: 'bart.bgpacific@gmail.com'
Cc: gsaprourement; 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: gsaprourement <gsaprourement@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.

Anita T. Cruz
Buyer Supervisor II



gsaprourement

From: Anita Cruz
Sent: Friday, May 15, 2020 10:45 AM
To: 'stay@hotelsantafeguam.com'
Cc: gsaprourement; 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 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 T. Cruz
Buyer Supervisor II



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

gsaprourement

From: Anita Cruz
Sent: Friday, May 15, 2020 10:12 AM
To: 'REZ@GOGRANDPLAZA.COM'
Cc: gsaprourement; 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 T. Cruz
Buyer Supervisor II



Anita Cruz

From: Anita Cruz
Sent: Wednesday, May 20, 2020 2:52 PM
To: 'raffy@pacificbayguam.com'
Cc: gsaprocurment; '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'		
	gsaprocurment	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

Anita T. Cruz
Buyer Supervisor II



gsaprourement

From: Anita Cruz
Sent: Friday, May 15, 2020 10:45 AM
To: 'stay@hotelsantafeguam.com'
Cc: gsaprourement; 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 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 T. Cruz
Buyer Supervisor II



WYNDAM GARDEN GUAM
PRICE QUOTATION

All correspondences for this RFQ must reference the Requisition Number. Please send any correspondences to gsaprocurement@gsadog.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 but no later than: 5/15/2020
Requisition Number: Q200280164
REF #: RFQ20001593
Date: 5/12/2020

VENDOR: WYNDHAM GARDEN GUAM
W0011287 SENTRY HOSPITALITY CORP.
240 YPAO ROAD
TAMUNING, GU 96913
ndecastro@wggguam.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 Print/Signature:  SUNARDI LT
Quote Date: 5/15/2020
Phone Number: 777-4764

** Delivery Date Required: 5/18/2020
The party making the foregoing bid is genuine and that said bidder agrees, that they are fully aware and is in

** Delivery Date Offered: 5/18/2020
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 specification.

Prices good for: 30 Days
Therefore, under penalty of perjury, I certify that the facts stated above are true.

Signature _____ Date: 5/15/2020

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 IS NOT AN ORDER

ITEM	DESCRIPTION - OR EQUAL	QTY	UOM	UNIT PRICE	TOTAL PRICE	AVAILABILITY
1	BLANKET PURCHASE AGREEMENT DRAWN ON AS NEEDED BASIS IN RESPONSE TO THE GOVERNEMENT OF GUAM REACHING OUT TO OWNERS AND OPERATORS OF VARIOUS REAL ESTATE FACILITIES IN ORDER TO UTILIZE AND REPURPOSE SUCH FACILITIES FOR COVID-19 MANAGEMENT AND TREATMENT FACILITIES SUCH AS "HOTEL	1	JOB			

All correspondences for this RFQ must reference the Requisition Number. Please send any correspondences to gsaprocurement@gsadodg.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 but no later than: 5/15/2020 Requisition Number: Q200280164 Date: 5/12/2020
RFQ #: RFQ20001593

VENDOR: WYNDHAM GARDEN GUAM
W0011287 SENTRY HOSPITALITY CORP.
240 YPAO ROAD
TAMUNING, GU 96913
ndecaastro@wggguam.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 Print/Signature:  SUNARDI LZ Quote Date: 5/15/2020 Phone Number: 777-4764

** Delivery Date Required: 5/18/2020 The party making the foregoing bid is genuine and that said bidder agrees, that they are fully aware and is in 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 to implement the required service as per the following specification.

** Delivery Date Offered: 5/18/2020

Terms: Prices good for: 30 Days

Therefore, under penalty of perjury, I certify that the facts stated above are true.
Signature _____ Date: 5/15/2020

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.

T H I S I S N O T A N O R D E R

ITEM	DESCRIPTION - OR EQUAL	QTY	UOM	UNIT PRICE	TOTAL PRICE	AVAILABILITY
	QUARANTINE FACILITY" FOR THE 14 DAY MANADATORY QUARANTINE FOR ALL ARRIVING PASSENGER FROM A COVID-19 AFFECTED AREA. TO CONTINUE QUARANTINE OPERATIONS					
	SEE ATTACHMENTS					
	1. SPECIFICATION					
	2. TERMS AND CONDITIONS					

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 but no later than: 5/15/2020	Requisition Number: Q200280164 REQ #: RFQ20001593	Date: 5/12/2020
--	--	-----------------

VENDOR: WYNDHAM GARDEN GUAM W0011287 SENTRY HOSPITALITY CORP. 240 YPAO ROAD TAMUNING, GU 96913 ndecaastro@wggguam.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 Print Signature:  SUNARDJ LI	Quote Date: 5/15/2020	Phone Number: 777-4764
--	-----------------------	------------------------

** Delivery Date Required: 5/18/2020	The party making the foregoing bid is genuine and that said bidder agrees, that they are fully aware and is in 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 to implement the required service as per the following specification. Therefore, under penalty of perjury, I certify that the facts stated above are true. Signature _____ Date: 5/15/2020
** Delivery Date Offered: 5/18/2020	
Terms: Prices good for: 30 Days	

1. Offering Recycle Products () YES (X) NO
2. Offering Biodegradable Products () YES (X) NO
Please separate your offer of recyclable and/or biodegradable products from regular products.

THIS IS NOT AN ORDER

ITEM	DESCRIPTION - OR EQUAL	QTY	UOM	UNIT PRICE	TOTAL PRICE	AVAILABILITY
	REFERENCE THE FOLLOWING: Q20-0280-164 QUARANTINE FAC. Q20-0280-165 ISOLATION FAC. Q20-0280-166 MEDICAL STAFF LODGING					

gsaprourement

From: valerie.blas@wggua.com
Sent: Friday, May 15, 2020 5:06 PM
To: Anita Cruz
Cc: gsaprourement; 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@wggua.com" <valerie.blas@wggua.com>
Cc: gsaprourement <gsaprourement@gsadoa.guam.gov>, 'Sunardi Li' <sli@wggua.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@wggua.com <valerie.blas@wggua.com>
Sent: Friday, May 15, 2020 4:51 PM
To: Anita Cruz <Anita.Cruz@gsadoa.guam.gov>
Cc: gsaprourement <gsaprourement@gsadoa.guam.gov>; 'Sunardi Li' <sli@wggua.com>
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@wggguam.com' <valerie.blas@wggguam.com>
Cc: gsaprocurment <gsaprocurment@gsadoa.guam.gov>; Anita Cruz <Anita.Cruz@gsadoa.guam.gov>
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 (2nd person), + \$30.00 (3rd person)

Clarification is the 2nd and 3rd person on top of the \$110.00 (1 person) = \$170.00

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

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 2nd person with meals).

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

Anita

From: valerie.blas@wggguam.com <valerie.blas@wggguam.com>
Sent: Friday, May 15, 2020 3:10 PM
To: gsaprocurment <gsaprocurment@gsadoa.guam.gov>
Cc: 'Sunardi Li' <sli@wggguam.com>; Anita Cruz



PURCHASE ORDER
 GENERAL SERVICES AGENCY
 DEPARTMENT OF ADMINISTRATION
 GOVERNMENT OF GUAM

148 Route 1
 Marine Drive
 Piti Guam 96925

TRAN CODE

THIS PURCHASE ORDER NUMBER

No. 9206E00311

MUST APPEAR ON ALL INVOICES
 PACKING SLIPS, PACKAGES, BIL
 CORRESPONDENCE ETC

FOR * AIR FREIGHT IN COMPANY'S NAME

DATE 5/16/2020 ICB ORDER NO 028020025230 OBJID 230

RECEIVED

TO:

WYNDHAM GARDEN GUAM
 SENTRY HOSPITALITY CORP.
 240 YPAO ROAD
 TAMUNING, GU 96913
 Telephone: 671 646-3080 Fax: 671 646-3059
 Email: NDEJRASTRO@WGGUAM.COM

VENDOR
 W0011297

SHIP TO

CONSIGNEE DESTINATION & MARKING

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

COVID-19 MANDATORY QUARANTINE

AUTHORITY 3113

** INVITATION NO

** CONTRACT NO.

DATE FOR DELIVERY
 SEE BELOW

EXPIRES

DISCOUNT TERMS

ITEM	ARTICLES OF SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT	DOCUMENT NUMBER	TAC
	<p>THIS PURCHASE ORDER IS ISSUED TO COVER THE COST FOR: QUARANTINE FACILITY IN RESPONSE TO GOVERNMENT OF GUAM IN ORDER TO UTILIZE AND REFINANCE SUCH FACILITY FOR CIVIL 19 FOR 14 DAY MANDATORY QUARANTINE FOR ARRIVING PASSENGERS FROM A COVID 19 AFFECTED AREAS.</p> <p>TO BE DRAWN ON AN AS NEEDED BASIS COMMENCING UPON RECEIPT OF PURCHASE ORDER AND EXPIRING ON 5/16/20 OR UPON EXHAUSTION OF FUNDS WHICHEVER OCCURS FIRST.</p> <p>QUARANTINE RATE: EST. 144 RMS. \$110.00 PER DAY (1 PERSON)</p> <p>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 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 agency and vendor ALL LATE DELIVERIES AND ACCEPTANCES ARE SUBJECT TO THE LIQUIDATED DAMAGES CLAUSE IN SECTION 6101(9) (a) OF THE GAR.</p>				10000.00	0290292165	

SPECIAL INSTRUCTIONS TO VENDOR

- B. SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACCOUNTS, DEPARTMENT OF ADMINISTRATION, GOVERNMENT OF GUAM, P.O. BOX 884, AGANA, GUAM 96910.
- C. PAYMENT IN THIRTY (30) DAYS UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION
- D. THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE.
- E. * THIS ORDER IS SUBJECT TO THE SPECIAL PROVISIONS, 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 IN GUAM.

XXXXXXXXXXXX

A. DO NOT FILE THIS ORDER IF YOUR TOTAL COST EXCEEDS THE TOTAL.

↑ TOTAL ↑

POST DATES AND RETURN THIS ORDER FOR ASSIGNMENT

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

ADVANCE PAYMENT AUTHORIZATION

PAYMENT ENCLOSED

SIGNATURE:

C. Asalle

NAME Claudia S. Asalle Chief Procurement Officer



PURCHASE ORDER
 GENERAL SERVICES AGENCY
 DEPARTMENT OF ADMINISTRATION
 GOVERNMENT OF GUAM

148 Route 1
 Marine Drive
 Piti, Guam 96925

TRAN CODE

THIS PURCHASE ORDER NUMBER

No. 2206E00311

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

FOR * AIR FREIGHT * BY COMPANY * SHIP VIA

DATE 5/16/2020 JOB ORDER NO 028020028230 OBJCT 200

ROUNDRY

TO:

WYNHAM GARDEN GUAM
 SENTRY HOSPITALITY CORP.
 240 YFAD ROAD
 TAMUNING, GU 96913
 Telephone: 671 646-3060 Fax: 671 646-3059
 Email: NDECAASTRO@WGGUAM.COM

VENDOR
 W0011387

SHIP TO

CORPORATE DESIGNATION & MAILING

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

COVID-19 MANDATORY QUARANTINE

AUTHORITY 3113	** INVITATION NO	** CONTRACT NO.	TIME FOR DELIVERY SEE BELOW	EXPENSES	DISCOUNT TERMS
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ITEM	ARTICLES OF SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT	DOCUMENT NUMBER	FAC
	+\$30.00 PER DAY (2ND PERSON) +\$30.00 PER DAY (3RD PERSON) -11 HOTEL OCCUPANCY TAX ONLY						
	QUARANTINE RATE FOR UNOCCUPIED BUILDING (RESERVE) ROOM: \$60.00 PER DAY NO HOTEL OCCUPANCY TAX OR BUSINESS TAX CHARGE. 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. 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 monies 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 agency and vendor ALL LATE DELIVERIES AND ACCEPTANCES ARE SUBJECT TO THE LIQUIDATED DAMAGES CLAUSE IN SECTION 6101(9) (a) OF THE GAR.						

SPECIAL INSTRUCTIONS TO VENDOR B. SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACCOUNTS, DEPARTMENT OF ADMINISTRATION, GOVERNMENT OF GUAM, P.O. BOX 884, AGANA, GUAM 96910. C. PAYMENT IN THIRTY (30) DAYS UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION. D. THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE. E. ** THIS ORDER IS SUBJECT TO THE SPECIAL PROVISIONS, 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 IN GUAM.	XXXXXXXXXXXX	A. DO NOT FILE THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL.
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↑ TOTAL ↑

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 ORDER NUMBER SHOWN ABOVE. SEE REVERSE SIDE FOR PURCHASE ORDER TERMS AND CONDITIONS.	ADVANCE PAYMENT AUTHORIZATION PAYMENT ENCLOSED <input type="checkbox"/>	SIGNATURE:
	NAME: Claudia S. Acdalle	Chief Procurement Officer

Control No.

ORIGINAL/VENDOR'S COPY

Digitally Approved on: 5/16/2020



PURCHASE ORDER
 GENERAL SERVICES AGENCY
 DEPARTMENT OF ADMINISTRATION
 GOVERNMENT OF GUAM

148 Route 1
 Marine Drive
 P.O. Box 96925

TRAN CODE

THIS PURCHASE ORDER NUMBER

No. 9206E00311

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

FOR: * AIR FREIGHT (BY COMPANY) * SHIP VIA

DATE: 5/16/2020
 JOB ORDER NO: 028020029230
 OBJCT: 250

VENDOR

TO:

WYNDHAM GARDEN GUAM
 SENTRY HOSPITALITY CORP.
 240 YPAO ROAD
 TAMUNING, GU 96913
 Telephone: 671 646-3060 Fax: 671 646-3059
 Email: NDECAASTRO@WGGUAM.COM

VENDOR

W0011287

SHIP TO

CONSIGNEE DESIGNATION & MARKING

GOVERNORS OFFICE
 P.O. BOX 2858
 HAGATNA, GU 96932-0000

COVID-19 MANDATORY QUARANTINE

AUTHORITY 3112	** INVITATION NO	** CONTRACT NO.	TIME FOR DELIVERY SEE BELOW	EXPIRES	DISCOUNT TERMS
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ARTICLES OF SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT	DOCUMENT NUMBER	TAX
<p>AND CONDITIONS.</p> <p>INCLUSIVE OF MEALS (BREAKFAST, LUNCH, AND DINNER) FRESH LINEN SERVICES: 800 SHEETS & TOWELS OVER A WEEK. PERSONAL LAUNDRY SERVICES OF UP TO 10 LBS. PER PERSON PER WEEK.</p> <p>DECONTAMINATION OF GUEST ROOMS UPON CHECK-OUT OF A POSITIVE TESTED CORONAVIRUS QUARANTINE GUEST.</p> <p>AUTHORIZED PERSONNEL: CHARLES ESTEVES 687-4921 IEO ESPINA 493-0261 PATRICK LEON GUERRERO 687-6864</p> <p>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 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 agency and vendor ALL LATE DELIVERIES AND ACCEPTANCES ARE SUBJECT TO THE LIQUIDATED DAMAGES CLAUSE IN SECTION 6161(9) (a) OF THE GAR.</p>						

<p>SPECIAL INSTRUCTIONS TO VENDOR</p> <p>B. SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACCOUNTS, DEPARTMENT OF ADMINISTRATION, GOVERNMENT OF GUAM, P.O. BOX 884, AGANA, GUAM 96910.</p> <p>C. PAYMENT IN THIRTY (30) DAYS UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION</p> <p>D. THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE.</p> <p>E. * THIS ORDER IS SUBJECT TO THE SPECIAL PROVISIONS, AND BID GENERAL TERMS AND CONDITIONS SPECIFIED ON THIS BID.</p> <p>F. * ON ALL AIR SHIPMENTS HAVE AIR FREIGHT COMPANY CALL THIS NUMBER UPON ARRIVAL OF GOODS IN GUAM.</p>	<p>XXXXXXXXXXXX</p> <p>↑ TOTAL ↑</p>	<p>A. DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THE TOTAL</p> <p>REPORT CHANGES AND RETURN DELIVERIES BY AGREEMENT</p>
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<p>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 ORDER NUMBER SHOWN ABOVE. SEE REVERSE SIDE FOR PURCHASE ORDER TERMS AND CONDITIONS.</p>	<p>ADVANCE PAYMENT AUTHORIZATION</p> <p>PAYMENT ENCLOSED <input type="checkbox"/></p>	<p>SIGNATURE: <i>C. Acalle</i></p> <p>NAME: Claudia S. Acalle TITLE: Chief Procurement Officer</p>
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Control No.

ORIGINAL/VENDOR'S COPY

Digitally Approved on: 5/16/2020



PURCHASE ORDER
 GENERAL SERVICES AGENCY
 DEPARTMENT OF ADMINISTRATION
 GOVERNMENT OF GUAM

148 Route 1
 Marine Drive
 P.O. Box 96925

TRAN CODE

THIS PURCHASE ORDER NUMBER

No. 2206E00311

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

FLOOR * AIR FREIGHT TO CONTACT ISHP VIA

DATE 5/16/2020	JOB ORDER NO 029020026230	OBJCT 250
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VENDOR

TO:

WYNDHAM GARDEN GUAM
 SENTRY HOSPITALITY CORP.
 240 YPAO ROAD
 TAMUNING, GU 96913
 Telephone: 671 646-3060 Fax: 671 646-3059
 Email: NDEJAASTRO@WGGUAM.COM

VENDOR
 W0011287

SHIP TO

CONSIGNEE DESIGNATION & MARKING

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

COVID-19 MANDATORY QUARANTINE

AUTHORITY 3113	** INVITATION NO	** CONTRACT NO.	TIME FOR DELIVERY SEE BELOW	EXPIRING	DISCOUNT TERMS
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ARTICLES OF SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT	DOCUMENT NUMBER	FAC
MARIS QUENSA 499-4743 FENILLE CALVO 499-3581 MICHAEL DALVERON 909-1000 EMERGENCY PROCUREMENT EXECUTIVE ORDER 1420-14 RELATIVE TO COVID 19 REF: TO OUR 19413 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 monies due the Government 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 agency and vendor.
 ALL LATE DELIVERIES AND ACCEPTANCES ARE SUBJECT TO THE LIQUIDATED DAMAGES CLAUSE IN SECTION 6101(9) (a) OF THE GAR.

SPECIAL INSTRUCTIONS TO VENDOR:

- B. SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACCOUNTS, DEPARTMENT OF ADMINISTRATION, GOVERNMENT OF GUAM, P.O. BOX 854, AGANA, GUAM 96910.
- C. PAYMENT IN THIRTY (30) DAYS UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION
- D. THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE.
- E. * THIS ORDER IS SUBJECT TO THE SPECIAL PROVISIONS, AND TO GENERAL TERMS AND CONDITIONS SPECIFIED ON THIS B/D.
- F. * ON ALL AIR SHIPMENTS HAVE AIR FREIGHT COMPANY CALL THIS NUMBER UPON ARRIVAL OF GOODS IN GUAM.

100000.00

↑ TOTAL ↑

A. DO NOT FULFILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL.

FOR ALL CHANGES AND INFORMATION THIS ORDER IS AN AGREEMENT

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

ADVANCE PAYMENT AUTHORIZATION
 PAYMENT ENCLOSED

SIGNATURE:

C. Acalle

NAME: Claudia S. Acalle TITLE: Chief Procurement Officer

Control No.

ORIGINAL/VENDOR'S COPY



PURCHASE ORDER
 GENERAL SERVICES AGENCY
 DEPARTMENT OF ADMINISTRATION
 GOVERNMENT OF GUAM

148 Route 1
 Marine Drive
 P.O. Box 96925

TRAN CODE

THIS PURCHASE ORDER NUMBER

No. 2206E00311

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

FORM * AIR FREIGHT IS QUOTED AS SHIPPED VIA

DATE	JOB ORDER NO.	TORQUE
5/16/2020	028020025239	230

ROUNDS

TO:

WYNDHAM GARDEN GUAM
 SENTRY HOSPITALITY CORP.
 240 YPAO ROAD
 TAYUNING, GU 96913
 Telephone: 671 644-3000 Fax: 671 644-3059
 Email: NDEBAASTRO@WGGUAM.COM

VENDOR

W0001287

SHIP TO

CONSIGNEE DESTINATION & MARKING

GOVERNORS OFFICE
 P.O. BOX 2350
 HAGAENA, GU 96932-0000

COVID-19 MANDATORY QUARANTINE

AUTHORITY 1113	** INVITATION NO.	** CONTRACT NO.	TIME FOR DELIVERY SEE BELOW	EXPIRES	DISCOUNT TERMS
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ITEM	ARTICLES OF SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT	DOCUMENT NUMBER	TAX
THIS ORDER 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 returned 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 invoice or voucher is received in the office specified by the Government of Guam, if the latter is later than 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.							
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 INSTRUCTIONS TO VENDOR B. SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACCOUNTS, DEPARTMENT OF ADMINISTRATION, GOVERNMENT OF GUAM, P.O. BOX 894, AGANA, GUAM 96910. C. PAYMENT IN THIRTY (30) DAYS UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION D. THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE. E. ** THIS ORDER IS SUBJECT TO THE SPECIAL PROVISIONS, 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 IN GUAM.	100000.00 ↑ TOTAL ↑	A. DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL ← (APPROPRIATE) AND RETURN TO BUYER FOR APPROVAL
---	-------------------------------	--

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 ORDER NUMBER SHOWN ABOVE. SEE REVERSE SIDE FOR PURCHASE ORDER TERMS AND CONDITIONS	ADVANCE PAYMENT AUTHORIZATION PAYMENT ENCLOSED <input type="checkbox"/>	SIGNATURE: <i>C. Acalle</i> NAME: Claudia S. Acalle TITLE: Chief Procurement Officer
---	--	--

Control No.

ORIGINAL/VENDOR'S COPY

Digitally Approved on: 5/16/2020

Anita Cruz

From: Anita Cruz
Sent: Friday, May 15, 2020 9:53 AM
To: 'guestservices@wgguaam.com'
Cc: gsaprourement; Anita Cruz
Subject: 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 T. Cruz
Buyer Supervisor II



Friday, May 15, 2020

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 2nd person, and +\$30 for 3rd 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 2nd person, +\$30 for 3rd person, and +\$30 for 4th 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 unprecedented 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@wggguam.com. Thank you for your consideration, we look forward to your reply.

Sincerely,



Sumardi Li

President

Sentry Hospitality Corporation, dba:

Cell: 777-4764

Email: sli@wggguam.com

Wyndham Garden Guam

240 Ypaq 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 non-resident 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 QUOTE "

Unoccupied Holding (Reserve) Room Rate

\$ _____

OPTION 2

- Lease the entire facility. Holding fee will be paid for unutilized rooms at a rate less than the room rate to include meals and laundry services.

Occupied Room Rate

\$ _____

Unoccupied Holding (Reserve) Room Rate

\$ _____

2. HOTEL ISOLATION FACILITY. Isolation of asymptomatic COVID-19 positive patients. For future isolation operations, will require 36 ± 11 rooms for surge.

OPTION 1

- Open purchase order. Holding fee will be paid for unutilized rooms at a rate less than the room rate to include meals, laundry services and decontamination services.

Occupied Room Rate

\$ _____

" NO QUOTE "

Unoccupied Holding (Reserve) Room Rate

\$ _____

OPTION 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 to include meals, laundry services, and decontamination services.

Occupied Room Rate

\$ _____

"NO QUOTE"

Unoccupied Holding (Reserve) Room Rate

\$ _____

OPTION 3

- Is to combine the Quarantine Facility and Isolation Facility in a single facility with dedicated floors and/or wings. Create zones within the facility similar to a hospital. Site would require DPHSS and GMH assessment to determine feasibility.

Occupied Room Rate

\$ _____

"NO QUOTE"

Unoccupied Holding (Reserve) Room Rate

\$ _____

3. MEDICAL STAFF LODGING. To provide for Housing medical staff who have sustained interactions with COVID-19 positive patients. Medical staff housing operations, require 135 ± 25 rooms.

Occupied Room Rate

\$ 100/room

Unoccupied Holding (Reserve) Room Rate

\$ 100/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).

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 non-resident 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 \$ _____

" NO QUOTE "

OPTION 2

- Lease the entire facility. Holding fee will be paid for unutilized rooms at a rate less than the room rate to include meals and laundry services.

Occupied Room Rate \$ _____

Unoccupied Holding (Reserve) Room Rate \$ _____

2. HOTEL ISOLATION FACILITY. Isolation of asymptomatic COVID-19 positive patients. For future isolation operations, will require 36 ± 11 rooms for surge.

OPTION 1

- Open purchase order. Holding fee will be paid for unutilized rooms at a rate less than the room rate to include meals, laundry services and decontamination services.

Occupied Room Rate \$ _____

Unoccupied Holding (Reserve) Room Rate \$ _____

" NO QUOTE "

OPTION 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 to include meals, laundry services, and decontamination services.

Occupied Room Rate

\$ _____

Unoccupied Holding (Reserve) Room Rate

\$ _____

"NO QUOTE"

OPTION 3

- Is to combine the Quarantine Facility and Isolation Facility in a single facility with dedicated floors and/or wings. Create zones within the facility similar to a hospital. Site would require DPHSS and GMH assessment to determine feasibility.

Occupied Room Rate

\$ _____

Unoccupied Holding (Reserve) Room Rate

\$ _____

"NO QUOTE"

3. MEDICAL STAFF LODGING. To provide for Housing medical staff who have sustained interactions with COVID-19 positive patients. Medical staff housing operations, require 135 ± 25 rooms.

Occupied Room Rate

\$ 100/room

Unoccupied Holding (Reserve) Room Rate

\$ 100/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).

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

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 | Requisition Number: Q200280164 | Date: |
but no later than: 5/15/2020 | RFQ #: RFQ20001593 | 5/12/2020 |

VENDOR: PERLAS COURTE HOMEOWNERS ASSN. | PLEASE FURNISH PRICE QUOTE, DELIVERY TIME
P0097932 AND THE OFFICE OF THE ATTORNEY | AND TERMS BASED ON F.O.B. DESTINATION FOR
GENERAL, 287 WEST O'BRIEN DR. | THE ITEMS LISTED BELOW. PLEASE RESPOND BY
HAGATNA, GU 96910 | THE ABOVE DATE.

Phone (671) 646-7257 Fax (671) 646-7257

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

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

T H I S I S N O T A N O R D E R

ITEM	DESCRIPTION - OR EQUAL	QTY	UCM	UNIT PRICE	TOTAL PRICE	AVAILABILITY
1	BLANKET PURCHASE AGREEMENT DRAWN ON AS NEEDED BASIS IN RESPONSE TO THE GOVERNEMENT OF GUAM REACHING OUT TO OWNERS AND OPERATORS OF VARIOUS REAL ESTATE FACILITIES IN ORDER TO UTILIZE AND REPURPOSE SUCH FACILITIES FOR COVID-19 MANAGEMENT AND TREATMENT FACILITIES SUCH AS "HOTEL	1	JOB			

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 Number: Q200280164 | Date:
but no later than: 5/15/2020 | RFQ #: RFQ20001593 | 5/12/2020

VENDOR: PERLAS COURTE HOMEOWNERS ASSN. | PLEASE FURNISH PRICE QUOTE, DELIVERY TIME
P0097932 AND THE OFFICE OF THE ATTORNEY | AND TERMS BASED ON F.O.B. DESTINATION FOR
GENERAL, 287 WEST O'BRIEN DR. | THE ITEMS LISTED BELOW. PLEASE RESPOND BY
HAGATNA, GU 96910 | THE ABOVE DATE.
Phone (671) 646-7257 Fax (671) 646-7257

Quoted by Print/Signature: *Bartley A. Jackson* | Quote Date: 5/15/2020 | Phone Number:

** Delivery Date Required: | The party making the foregoing bid is genuine and that
said bidder agrees, that they are fully aware and is in
compliance with Title 5 G.C.A. Chapter 5 - 5801 and 5802

** Delivery Date Offered: | Wage Determination, and that the attached is the most
recent issued by U.S. D.O.L. for the positions required
to implement the required service as per the following
specification.

Terms: | Therefore, under penalty of perjury, I certify that the
facts stated above are true.
Prices good for: _____ Days | 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 IS NOT AN ORDER

ITEM	DESCRIPTION - OR EQUAL	QTY	UOM	UNIT PRICE	TOTAL PRICE	AVAILABILITY
	QUARANTINE FACILITY" FOR THE 14 DAY MANADATORY QUARANTINE FOR ALL ARRIVING PASSENGER FROM A COVID-19 AFFECTED AREA. TO CONTINUE QUARANTINE OPERATIONS SEE ATTACHMENTS 1. SPECIFICATION 2. TERMS AND CONDITIONS					

All correspondences for this RFQ must reference the Requisition Number. Please send any correspondences to gsaprocmnt@gsadod.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 but no later than: 5/15/2020 Requisition Number: Q200280164 RFQ #: RFQ20001593 Date: 5/12/2020

VENDOR: PERLAS COURTE HOMEOWNERS ASSN. AND THE OFFICE OF THE ATTORNEY GENERAL, 287 WEST O'BRIEN DR. HAGATNA, GU 96910
Phone (671) 646-7287 Fax (671) 646-7257
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 Print/Signature: *Barclay A. Jackson* Quote Date: 5/15/2020 Phone Number: 671-688-7935

** Delivery Date Required: The party making the foregoing bid is genuine and that said bidder agrees, that they are fully aware and is in 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 to implement the required service as per the following specification.
** Delivery Date Offered: _____
Terms: _____
Prices good for: _____ Days
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 IS NOT AN ORDER

ITEM	DESCRIPTION - OR EQUAL	QTY	UOM	UNIT PRICE	TOTAL PRICE	AVAILABILITY
	REFERENCE THE FOLLOWING: Q20-0280-164 QUARANTINE FAC. Q20-0280-165 ISOLATION FAC. Q20-0280-166					
X	MEDICAL STAFF LODGING	29		100/day	2,900.00	5/19/20

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

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

REQUEST FOR QUOTATION

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

Please respond as soon possible | Requisition Number: Q200280164 | Date:
but no later than: 5/15/2020 | RFQ #: RFQ20001593 | 5/12/2020

VENDOR: PERLAS COURTE HOMEOWNERS ASSN. | PLEASE FURNISH PRICE QUOTE, DELIVERY TIME
P0097932 AND THE OFFICE OF THE ATTORNEY | AND TERMS BASED ON F.O.B. DESTINATION FOR
GENERAL, 287 WEST O'BRIEN DR. | THE ITEMS LISTED BELOW. PLEASE RESPOND BY
HAGATNA, GU 96910 | THE ABOVE DATE.

Phone (671) 646-7257 Fax (671) 646-7257

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

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

T H I S I S N O T A N O R D E R

ITEM	DESCRIPTION - OR EQUAL	QTY	UOM	UNIT PRICE	TOTAL PRICE	AVAILABILITY
1	BLANKET PURCHASE AGREEMENT DRAWN ON AS NEEDED BASIS IN RESPONSE TO THE GOVERNEMENT OF GUAM REACHING OUT TO OWNERS AND OPERATORS OF VARIOUS REAL ESTATE FACILITIES IN ORDER TO UTILIZE AND REPURPOSE SUCH FACILITIES FOR COVI9-19 MANAGEMENT AND TREATMENT FACILTIES SUCH AS "HOTEL	1	JOB			

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

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

REQUEST FOR QUOTATION

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

Please respond as soon possible| Requisition Number: Q200280164 | Date:
but no later than: 5/15/2020 | RFQ #: RFQ20001593 | 5/12/2020

VENDOR: PERLAS COURTE HOMEOWNERS ASSN. | PLEASE FURNISH PRICE QUOTE, DELIVERY TIME
P0097932 AND THE OFFICE OF THE ATTORNEY | AND TERMS BASED ON F.O.B. DESTINATION FOR
GENERAL, 287 WEST O'BRIEN DR. | THE ITEMS LISTED BELOW. PLEASE RESPOND BY
HAGATNA, GU 96910 | THE ABOVE DATE.

Phone (671) 646-7257 Fax (671) 646-7257

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

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

T H I S I S N O T A N O R D E R

ITEM	DESCRIPTION - OR EQUAL	QTY	UOM	UNIT PRICE	TOTAL PRICE	AVAILABILITY
	"QUARANTINE FACILITY" FOR THE 14 DAY MANADATORY QUARANTINE FOR ALL ARRIVING PASSENGER FROM A COVID-19 AFFECTED AREA. TO CONTINUE QUARANTINE OPERATIONS SEE ATTACHMENTS 1. SPECIFICATION 2. TERMS AND CONDITIONS					

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
SI YU ' US MA ' ASE

REQUEST FOR QUOTATION

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

Please respond as soon possible | Requisition Number: Q200280164 | Date:
but no later than: 5/15/2020 | RFQ #: RFQ20001593 | 5/12/2020

VENDOR: PERLAS COURTE HOMEOWNERS ASSN. | PLEASE FURNISH PRICE QUOTE, DELIVERY TIME
P0097932 AND THE OFFICE OF THE ATTORNEY | AND TERMS BASED ON F.O.B. DESTINATION FOR
GENERAL, 287 WEST O'BRIEN DR. | THE ITEMS LISTED BELOW. PLEASE RESPOND BY
HAGATNA, GU 96910 | THE ABOVE DATE.

Phone (671) 646-7257 Fax (671) 646-7257

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

** 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
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.

T H I S I S N O T A N O R D E R

ITEM	DESCRIPTION - OR EQUAL	QTY	UOM	UNIT PRICE	TOTAL PRICE	AVAILABILITY
	REFERENCE THE FOLLOWING:					
	Q20-0280-164 QUARANTINE FAC.					
	Q20-0280-165 ISOLATION FAC.					
	Q20-0280-166					
	MEDICAL STAFF LODGING					



PURCHASE ORDER
 GENERAL SERVICES AGENCY
 DEPARTMENT OF ADMINISTRATION
 GOVERNMENT OF GUAM

148 Route 1
 Marine Drive
 P.O. Box 96926

TRAN CODE

THIS PURCHASE ORDER NUMBER
No. P206E00342

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

FOA	AIR FREIGHT TEL. CONTACT	SHIP VIA	DATE	JOB ORDER NO.	QUANTITY
			5/27/2020	028020025230	230

VENDOR	TO: BRIDGE AINA LE'A, LLC PMB 29 BOX 10001 SAIPAN, MP 96950	VENDOR B0012601	CONSIGNEE, DESTINATION & MARKING GOVERNORS OFFICE P.O. BOX 2950 HAGATNA, GU 96932-0000
	Telephone: Email: CRISTI@BCCNMI.COM	Fax:	COVID-19 MANDATORY QUARANTINE

AUTHORITY 3113	** INVITATION NO.	** CONTRACT NO.	TIME FOR DELIVERY SEE BELOW	EXPIRING	DISCOUNT TERMS
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DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	REMARKS
<p>THIS PURCHASE ORDER IS ISSUED TO COVER THE COST FOR SECURED LODGING FOR MEDICAL STAFF. HOUSING STAFF WHO HAVE SUSTAINED INFRACCTIONS WITH COVID-19 POSITIVE PATIENTS</p> <p>MEDICAL STAFF EST. 13 ROOMS OCCUPIED: \$100.00 (FOR THREE BEDROOMS)</p> <p>UNOCCUPIED (RESERVED) ROOMS \$100.00 (FOR THREE BEDROOMS)</p> <p>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.</p> <p>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 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 CLAUSE IN SECTION 6101(9) (a) OF THE GAR.</p>				40000.00	0200280182

<p>SPECIAL INSTRUCTIONS TO VENDOR:</p> <p>B. SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACCOUNTS, DEPARTMENT OF ADMINISTRATION, GOVERNMENT OF GUAM, P.O. BOX 884, AGANA, GUAM 96910.</p> <p>C. PAYMENT IN THIRTY (30) DAYS UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION.</p> <p>D. THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE.</p> <p>E. * THIS ORDER IS SUBJECT TO THE SPECIAL PROVISIONS, AND BID GENERAL TERMS AND CONDITIONS SPECIFIED ON THIS BID.</p> <p>F. * ON ALL AIR SHIPMENTS HAVE AIR FREIGHT COMPANY CALL THIS NUMBER UPON ARRIVAL OF GOODS IN GUAM.</p>	XXXXXXXXXX	<p>A. DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL.</p> <p>INSERT CHANGES AND RETURN THIS ORDER FOR AMENDMENT.</p>
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<p>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 ORDER NUMBER SHOWN ABOVE.</p> <p>SEE REVERSE SIDE FOR PURCHASE ORDER TERMS AND CONDITIONS.</p>	<p>ADVANCE PAYMENT AUTHORIZATION</p> <p>PAYMENT ENCLOSED <input type="checkbox"/></p>	<p>SIGNATURE: <i>C. Acalle</i></p> <p>NAME: Claudia Acalle Chief Procurement Officer</p>
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PURCHASE ORDER
 GENERAL SERVICES AGENCY
 DEPARTMENT OF ADMINISTRATION
 GOVERNMENT OF GUAM

148 Route 1
 Marine Drive
 P.H. Guam 96925

TRAN CODE

THIS PURCHASE ORDER NUMBER

No. P206E00342

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

F.O.A.

* AIR FREIGHT TEL. CONTACT SHIP VIA.

DATE

5/27/2020

JOB ORDER NO.

028020025230

CORREL

230

PREPARE SHIPMENT SHIPPING CHARGES AS SEPARATE ITEM ON INVOICE.

TO:

BRIDGE AINA LE'A, LLC
 PMB 29 BOX 10001
 SAIPAN, MP 96950

VENDOR

B0012601

CONSIGNEE, DESTINATION & MARKING

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

Telephone: Fax:
 Email: CRISTI@GCCNMI.COM

COVID-19 MANDATORY QUARANTINE

AUTHORITY
 3113

** INVITATION NO.

** 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
 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 monies due the Government 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 INSTRUCTIONS TO VENDOR:

- B. SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACCOUNTS, DEPARTMENT OF ADMINISTRATION, GOVERNMENT OF GUAM, P.O. BOX 984, AGANA, GUAM 96910.
- C. PAYMENT IN THIRTY (30) DAYS UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION.
- D. THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE.
- E. * THIS ORDER IS SUBJECT TO THE SPECIAL PROVISIONS, 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 IN GUAM.

40000.00

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

IF CHANGES ARE RETURN THE ORDER FOR AMENDMENT.

↑ TOTAL ↑

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

ADVANCE PAYMENT AUTHORIZATION

PAYMENT ENCLOSED

SIGNATURE:

C. Achille

NAME: Claudia S. Achille Chief Procurement Officer



PURCHASE ORDER
 GENERAL SERVICES AGENCY
 DEPARTMENT OF ADMINISTRATION
 GOVERNMENT OF GUAM

148 Route 1
 Marine Drive
 P.H., Guam 96925

TRAN CODE

THIS PURCHASE ORDER NUMBER
No. P206E00342

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

FOB	AIR FREIGHT TEL. CONTACT	SHIP VIA	DATE 5/27/2020	JOB ORDER NO. 02B020025230	OFFICE 230
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PLEASE SHOW NETTAS CHARGES AS SEPARATE ITEM ON INVOICE

RECEIVED	TO: BRIDGE AINA LE'A, LLC PMB 29 BOX 10001 SAIPAN, MP 96950 Telephone: Fax: Email: CRISTI@GCCNMI.COM	VENDOR E0012601	CONSIGNEE, DESTINATION & MARKING GOVERNORS OFFICE P.O. BOX 2950 HAGATNA, GU 96932-0000 COVID-19 MANDATORY QUARANTINE
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AUTHORITY 3113	** INVITATION NO.	** CONTRACTING NO.	TIME FOR DELIVERY SEE BELOW	EXPIRING	DISCOUNT TERMS
-------------------	-------------------	--------------------	--------------------------------	----------	----------------

<p>THIS ORDER IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:</p> <ol style="list-style-type: none"> 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 returned 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 invoice or voucher is received in the office specified by the Government of Guam, if the latter is later than 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. 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. 					
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<p>SPECIAL INSTRUCTIONS TO VENDOR:</p> <p>B. SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACCOUNTS, DEPARTMENT OF ADMINISTRATION, GOVERNMENT OF GUAM, P.O. BOX 984, AGANA, GUAM 96910.</p> <p>C. PAYMENT IN THIRTY (30) DAYS UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION.</p> <p>D. THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE.</p> <p>E. * THIS ORDER IS SUBJECT TO THE SPECIAL PROVISIONS, AND BID GENERAL TERMS AND CONDITIONS SPECIFIED ON THIS BID.</p> <p>F. * ON ALL AIR SHIPMENTS HAVE AIR FREIGHT COMPANY CALL THIS NUMBER UPON ARRIVAL OF GOODS IN GUAM.</p>	<p>40000.00</p> <p>↑ TOTAL ↑</p>	<p>A. DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL.</p> <p>QUEST CHANGES AND RETURN THIS ORDER FOR AMENDMENT.</p>
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<p>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 ORDER NUMBER SHOWN ABOVE.</p> <p>SEE REVERSE SIDE FOR PURCHASE ORDER TERMS AND CONDITIONS.</p>	<p>ADVANCE PAYMENT AUTHORIZATION</p> <p>PAYMENT ENCLOSED <input type="checkbox"/></p>	<p>SIGNATURE: <i>C. Achalle</i></p> <p>NAME: Claudia S. Achalle Chief Procurement Officer</p>
---	---	---

Control No.

ORIGINAL/VENDOR'S COPY



PURCHASE ORDER
 GENERAL SERVICES AGENCY
 DEPARTMENT OF ADMINISTRATION
 GOVERNMENT OF GUAM

148 Route 1
 Marine Drive
 PHL, Guam 96925

TRAN CODE

THIS PURCHASE ORDER NUMBER

No. **206200342**

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

F.O.B.

AIR FREIGHT TEL. CONTACT

SHIP VIA

DATE

5/27/2020

JOB ORDER NO.

028020025230

QUANTITY

230

CONTAINER/SHIPMENT CHARGES AND SERVICES SEPARATE INVOICE

RECEIVED

TO:

BRIDGE AINA LE'A, LLC
 PMB 29 BOX 10001
 SAIPAN, MP 96950

Telephone:
 Email: CRISTI@BOCNMI.COM

Fax:

VENDOR

B0012601

CONSIGNEE, DESTINATION & MARKING

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

COVID-19 MANDATORY QUARANTINE

AUTHORITY
 3113

** INVITATION NO.

** CONTRACT NO.

TIME FOR DELIVERY
 SEE BELOW

EXPIRING

DISCOUNT TERMS

VENDOR ACKNOWLEDGMENT

RETURN TO SUPPLY MANAGEMENT DIVISION

DATE OF RECEIPT OF THIS ORDER 5/27/2020

SIGNATURE Mam Bratts

RECEIVING REPORT COPY

I CERTIFY THE ABOVE ARTICLES AND/OR SERVICES HAVE/HAS BEEN
 RECEIVED AND/OR RENDERED AND THE SAME HAS BEEN INSPECTED
 AND ACCEPTED EXCEPT AS OTHERWISE NOTED HEREIN.

DATE RECEIVED: _____

SIGNATURE: _____

SPECIAL INSTRUCTIONS TO VENDOR:

- B. SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACCOUNTS, DEPARTMENT OF ADMINISTRATION, GOVERNMENT OF GUAM, P.O. BOX 584, AGANA, GUAM 96910.
- C. PAYMENT IN THIRTY (30) DAYS UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION.
- D. THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE.
- E. * THIS ORDER IS SUBJECT TO THE SPECIAL PROVISIONS, 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 IN GUAM.

40000.00

↑ TOTAL ↑

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

INSERT CHARGES AND RETURN THIS ORDER FOR AMENDMENT

SIGNATURE:

C. Acalle

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

ADVANCE PAYMENT AUTHORIZATION
 PAYMENT ENCLOSED

NAME Claudia S. Acalle Chief Procurement Officer

Lourdes A. Leon Guerrero
Governor

GSA GENERAL SERVICES AGENCY
(Ahensian Setbision Hinirat)
Government of Guam

Joshua F. Tenorio
Lt. Governor

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

Edward M. Birn
Director, DOA

Edith C. Pangelinan
Deputy Director, DOA

5/27/2020
ISSUE DATE

VENDOR: PERLAS COURTE HOMEOWNERS ASSN.
AND THE OFFICE OF THE ATTORNEY
GENERAL, 287 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. P206E06334 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:

- 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
- Others: (as stated below)

CANCEL IN ITS ENTIRETY DUE TO WRONG VENDOR NAME AND NUMBER

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

Sincerely yours,

Claudia S. Acfaile
Chief Procurement Officer

DOA 273
Please fax or email back to GSA

ACKNOWLEDGMENT COPY
(PLEASE PRINT)

Received by: Maria Branta

Date: May 25, 2020

Vendor Name: Bridge America, LLC

Fax: 671-472-4217
Email: gsaprocurment@gsadoa.guam.gov

COMMITTED TO EXCELLENCE

COMMITTED TO EXCELLENCE

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

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 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 Date. This Agreement shall 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 August 16, 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), GHS/OCD shall be allowed a decontamination period to last fifteen (15) days, at no cost to GHS/OCD, 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 favor 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;
3. 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 *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 GHS/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:

BRIDGE AINA LE^{NA}, 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.

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 GHS/OCD, 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:

A. 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 three-year 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 GHS/OCD, 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 GHS/OCD, 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 Whistleblower Act applies to this Agreement and to all Hotel's actions pertaining to this Agreement. The False Claims and Whistleblower 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.

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 pay or 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, 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.

A. **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 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.

XXXIX. Federal Debarment. Debarment and Suspension (Executive Orders 12549 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.

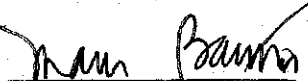
XLIII. Indemnification. To the fullest extent permitted by law the Hotel shall indemnify and hold harmless the government of Guam, GHS/OCD, its Contractors and Subcontractors, if any, and the agents and employees of any of them, from and against claims, damages, losses, expenses, actions, recoveries, 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)

gsaprourement

From: Anita Cruz
Sent: Friday, May 15, 2020 10:01 AM
To: 'MARIA.BARRETTO@BCCNMI.COM'
Cc: gsaprourement; 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

Anita T. Cruz
Buyer Supervisor II



ONWARD AGANA BEACH HOTEL
RESPONSE

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

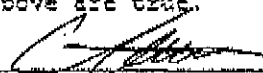
Please respond as soon possible; Requisition Number: Q20Q280164 Date: 5/12/2020
but no later than: 5/15/2020 RFQ #: RFR20001593

VENDOR: ONWARD AGANA BEACH HOTEL PLEASE FURNISH PRICE QUOTE, DELIVERY TIME
02336001 945 GOV. C. CARLOS CARMACHO RD. AND TERMS BASED ON P.O.B. DESTINATION FOR
TAMUNING, GU 96913 THE ITEMS LISTED BELOW. PLEASE RESPOND BY
THE ABOVE DATE.

Phone (671) 647-7777 Fax (671) 646-1724
Note: No Quotation provided due to ongoing repairs/upgrade to elevators and opening of Hair Salon

Quoted by Print/Signature: No Quote Quote Date: No Quote Phone Number: No Quote

Delivery Date Required: The party making the foregoing bid is genuine and that said bidder agrees, that they are fully aware and is in compliance with Title 5 G.C.A. Chapter 5 - 5301 and 5302 Wage Determination, and that the attached is the most recent issued by U.S. D.O.L. for the positions required to implement the required service as per the following specification.

Terms: N/A
Prices good for: N/A Days
Therefore, under penalty of perjury, I certify that the facts stated above are true.
Signature *  Date: 5/19/2020

1. Offering Recycle Products () YES () NO n/a
2. Offering Biodegradable Products () YES () NO
Please separate your offer of recyclable and/or biodegradable products from regular products.

THIS IS NOT AN ORDER

ITEM	DESCRIPTION - OR EQUAL	QTY	UOM	UNIT PRICE	TOTAL PRICE	AVAILABILITY
1	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..	1	JOB			

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 Number: Q200280164 | Date:
but no later than: 5/15/2020 | RFQ #: RFQ20001593 | 5/12/2020

VENDOR: ONWARD AGANA BEACH HOTEL | PLEASE FURNISH PRICE QUOTE, DELIVERY TIME
O2336001 445 GOV. C.CARLOS CAMACHO RD. | AND TERMS BASED ON F.O.B. DESTINATION FOR
TAMUNING, GU 96913 | THE ITEMS LISTED BELOW. PLEASE RESPOND BY
THE ABOVE DATE.
Phone (671) 647-7777 Fax (671) 646-1724

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

** 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
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.

T H I S I S N O T A N O R D E R

ITEM	DESCRIPTION - OR EQUAL	QTY	UOM	UNIT PRICE	TOTAL PRICE	AVAILABILITY
1	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..	1	JOB			

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 Number: Q200280164 | Date:
but no later than: 5/15/2020 | RFQ #: RFQ20001593 | 5/12/2020

VENDOR: ONWARD AGANA BEACH HOTEL | PLEASE FURNISH PRICE QUOTE, DELIVERY TIME
O2336001 445 GOV. C.CARLOS CAMACHO RD. | AND TERMS BASED ON F.O.B. DESTINATION FOR
TAMUNING, GU 96913 | THE ITEMS LISTED BELOW. PLEASE RESPOND BY
THE ABOVE DATE.

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

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

** 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

Terms: | Wage Determination, and that the attached is the most
recent issued by U.S. D.O.L. for the positions required
to implement the required service as per the following
specification.

Prices good for: _____ Days |
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.

T H I S I S N O T A N O R D E R

ITEM	DESCRIPTION - OR EQUAL	QTY	UOM	UNIT PRICE	TOTAL PRICE	AVAILABILITY
	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					

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 Number: Q200280164 | Date:
but no later than: 5/15/2020 | RFQ #: RFQ20001593 | 5/12/2020

VENDOR: ONWARD AGANA BEACH HOTEL | PLEASE FURNISH PRICE QUOTE, DELIVERY TIME
02336001 445 GOV. C.CARLOS CAMACHO RD. | AND TERMS BASED ON F.O.B. DESTINATION FOR
TAMUNING, GU 96913 | THE ITEMS LISTED BELOW. PLEASE RESPOND BY
THE ABOVE DATE.

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

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

** 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

Terms: | recent issued by U.S. D.O.L. for the positions required
to implement the required service as per the following
specification.

Prices good for: _____ Days |
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.

T H I S I S N O T A N O R D E R

ITEM	DESCRIPTION - OR EQUAL	QTY	UOM	UNIT PRICE	TOTAL PRICE	AVAILABILITY
	\$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					

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 Number: Q200280164 | Date:
but no later than: 5/15/2020 | RFQ #: RFQ20001593 | 5/12/2020

VENDOR: ONWARD AGANA BEACH HOTEL | PLEASE FURNISH PRICE QUOTE, DELIVERY TIME
O2336001 445 GOV. C.CARLOS CAMACHO RD. | AND TERMS BASED ON F.O.B. DESTINATION FOR
TAMUNING, GU 96913 | THE ITEMS LISTED BELOW. PLEASE RESPOND BY
THE ABOVE DATE.

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

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

** 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

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.

T H I S I S N O T A N O R D E R

ITEM	DESCRIPTION - OR EQUAL	QTY	UOM	UNIT PRICE	TOTAL PRICE	AVAILABILITY
	CLEANER AND 2 RAGS.					
	AUTHORIZED PERSONNEL:					
	CHARLES ESTEVES 687-4821					
	LEO ESPIA 483-0361					
	PATRICK LEON GUERRERO 687-6864					
	MARIE QUENGA 489-4742					
	DENILLE CALVO 489-0581					
	MICHAEL TAIJERON 929-1070					

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

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

REQUEST FOR QUOTATION

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

Please respond as soon possible but no later than: 5/15/2020
Requisition Number: Q200280164
RFQ #: RFQ20001593
Date: 5/12/2020

VENDOR: ONWARD AGANA BEACH HOTEL
02336001 445 GOV. C.CARLOS CAMACHO RD.
TAMUNING, GU 96913
PLEASE FURNISH PRICE QUOTE, DELIVERY TIME AND TERMS BASED ON F.G.B. DESTINATION FOR THE ITEMS LISTED BELOW. PLEASE RESPOND BY THE ABOVE DATE.

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

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

** Delivery Date Required: The party making the foregoing bid is genuine and that said bidder agrees, that they are fully aware and is in 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 to implement the required service as per the following specification.
** Delivery Date Offered: Therefore, under penalty of perjury, I certify that the facts stated above are true.
Terms: Signature Date:
Prices good for: _____ Days

- 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 IS NOT AN ORDER

ITEM	DESCRIPTION - OR EQUAL	QTY	UOM	UNIT PRICE	TOTAL PRICE	AVAILABILITY
	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					

All correspondences for this RFQ must reference the Requisition Number. Please send any correspondences to gsaprourement@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 Number: Q200280164 | Date: |
but no later than: 5/15/2020 | RFQ #: RFQ20001593 | 5/12/2020 |

VENDOR: ONWARD AGANA BEACH HOTEL | PLEASE FURNISH PRICE QUOTE, DELIVERY TIME |
02336001 445 GOV. C.CARLOS CAMACHO RD. | AND TERMS BASED ON F.O.B. DESTINATION FOR |
TAMUNING, GU 96913 | THE ITEMS LISTED BELOW. PLEASE RESPOND BY |
THE ABOVE DATE. |

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

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

** Delivery Date Required: | The party making the foregoing bid is genuine and that |
said bidder agrees, that they are fully aware and is in |
compliance with Title 5 G.C.A. Chapter 5 - 5801 and 5802 |

** Delivery Date Offered: | 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 |
specification. |

Prices good for: _____ Days |
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.

T H I S I S N O T A N O R D E R

ITEM	DESCRIPTION - OR EQUAL	QTY	UOM	UNIT PRICE	TOTAL PRICE	AVAILABILITY
	REFERENCE THE FOLLOWING:					
	Q20-0280-164 QUARANTINE FAC.					
	Q20-0280-165 ISOLATION FAC.					
	Q20-0280-166					
	MEDICAL STAFF LODGING					

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 non-resident 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 unutilized rooms at a rate less than the room rate to include meals and laundry services.

Occupied Room Rate \$ _____

Unoccupied Holding (Reserve) Room Rate \$ _____

2. HOTEL ISOLATION FACILITY. Isolation of asymptomatic COVID-19 positive patients. For future isolation operations, will require 36 ± 11 rooms for surge.

OPTION 1

- Open purchase order. Holding fee will be paid for unutilized rooms at a rate less than the room rate to include meals, laundry services and decontamination services.

Occupied Room Rate \$ _____

Unoccupied Holding (Reserve) Room Rate \$ _____

OPTION 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 to include meals, laundry services, and decontamination services.

Occupied Room Rate \$ _____

Unoccupied Holding (Reserve) Room Rate \$ _____

OPTION 3

- Is to combine the Quarantine Facility and Isolation Facility in a single facility with dedicated floors and/or wings. Create zones within the facility similar to a hospital. Site would require DPHSS and GMH assessment to determine feasibility.

Occupied Room Rate \$ _____

Unoccupied Holding (Reserve) Room Rate \$ _____

3. MEDICAL STAFF LODGING. To provide for Housing medical staff who have sustained interactions with COVID-19 positive patients. Medical staff housing operations, require 135 ± 25 rooms.

Occupied Room Rate \$ _____

Unoccupied Holding (Reserve) Room Rate \$ _____

NOTE PREFERENCE: To secure one (1) facility with multiple wings to house Isolation Patients, 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).

Anita Cruz

From: Anita Cruz
Sent: Tuesday, May 12, 2020 6:02 PM
To: 'marilynquenga@onwardbeach.com'
Cc: gsaprourement
Subject: 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'	
	gsaprourement	Delivered: 5/12/2020 6:02 PM

REQUEST FOR QUOTE REVISION FOR THE HOTEL NON-CONGREGATE 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
Buyer Supervisor II



Transmission Report

Date/Time	05-18-2020	01:20:42 p.m.	Transmit Header Text		
Local ID 1	6714751727		Local Name 1		GSA PURCHASING
Local ID 2	0000000		Local Name 2		GSA
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 gsaprocurement@gsadaa.guam.gov

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

REQUISITION FOR QUOTATION

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

Please respond as soon possible; Requisition Number: Q200280164 Date: 5/12/2020
but no later than: 5/15, 2020 RFQ #: RFQ20001593

VENDOR: ONWARD AGANA BEACH HOTEL PLEASE FURNISH PRICE QUOTE, DELIVERY TIME
02826001 945 GOV. C. CARLOS CAMACHO RD. AND TERMS BASED ON F.O.B. DESTINATION FOR
TAMUNING, GU 96913 THE TERMS LISTED BELOW. PLEASE RESPOND BY
THE ABOVE DATE.

Phone (671) 647-3777 Fax (671) 646-4724

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

Delivery Date Required: The party making the foregoing bid is guaranteed and that
said bidder agrees, that they are fully aware and is in
compliance with Title 5 G.C.M. Chapter 5 - 5101 and 5502
Delivery Date Offered: Wage Determination, and that the attached is the most
recent issued by U.S. D.C.I. for the positions required
Terms: to implement the required service as per the following
specification.
Bids open for: Days
Therefore, under penalty of perjury, I declare that the
facts stated above are true.
Signature Date:

- 1. Offering Recyclable Products () YES () NO
 - 2. Offering Biodegradable Products () YES () NO
- Please separate your offer of recyclable and/or biodegradable products from regular products.

THIS IS NOT AN ORDER

ITEM	DESCRIPTION - OR EQUAL	QTY	UNIT	PRICE	TOTAL PRICE	AVAILABILITY
1	(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 PASSENGERS FROM A COVID-19 AFFECTED AREA..		1	JOB		

Total Pages : 34

Total Pages Confirmed : 34

No.	Job	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

Abbreviations:

HS: Host send	PL: Polled local	MP: Mailbox print	CP: Completed	TS: Terminated by system
HR: Host receive	PR: Polled remote	RP: Report	FA: Fail	G3: Group 3
WS: Waiting send	MS: Mailbox save	FF: Fax Forward	TU: Terminated by user	EC: Error Correct

HOTEL NIKKO GUAM
RESPONSE

Anita Cruz

From: Marilyn Palarca <marilyn.palarca@nikkoguam.com>
Sent: Thursday, May 14, 2020 9:20 AM
To: Anita Cruz
Cc: gsaprourement
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: gsaprourement
Subject: REVISED REQUEST FOR QUOTE HOTEL NON-CONGREGATE SHELTERS

REQUEST FOR QUOTE REVISION FOR THE HOTEL NON-CONGREGATE 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
Buyer Supervisor II

Anita Cruz

From: Anita Cruz
Sent: Tuesday, May 12, 2020 5:49 PM
To: 'rmrsvn@nikkoguam.com'
Cc: gsaprocurment
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'		
	gsaprocurment	Delivered: 5/12/2020 6:01 PM	Read: 5/13/2020 9:43 AM

REQUEST FOR QUOTE REVISION FOR THE HOTEL NON-CONGREGATE 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
Buyer Supervisor II



Anita Cruz

From: Anita Cruz
Sent: Tuesday, May 12, 2020 10:32 AM
To: 'mrsvn@nikkoguam.com'
Cc: gsaprourement
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-ISO FAC-ACF.docx; TERMS & CONDITIONS HOTEL SERVICES.doc

Tracking:	Recipient	Delivery
	'mrsvn@nikkoguam.com'	
	gsaprourement	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.

Anita T. Cruz
Buyer Supervisor II



Anita Cruz

From: Marilyn Palarca <marilyn.palarca@nikkoguam.com>
Sent: Wednesday, May 13, 2020 9:23 AM
To: Anita Cruz
Cc: gsaprourement
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: gsaprourement
Subject: REVISED REQUEST FOR QUOTE HOTEL NON-CONGREGATE SHELTERS

REQUEST FOR QUOTE REVISION FOR THE HOTEL NON-CONGREGATE 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	05-12-2020	08:47:25 a.m.	Transmit Header Text	
Local ID 1	6714751727		Local Name 1	GSA PURCHASING
Local ID 2	0000000		Local Name 2	GSA
Name	Q200280164 - RFQ20001593 - To HOTEL NIK		Owner	anlta.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 gsaprocurement@gsadon.guam.gov

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

REQUEST FOR QUOTATION

BUYER : Cruz, Anlta F - GSA
TELEPHONE: 475-1713 FAX NO: 475-1107

Please respond as soon possible. Requisition Number: Q200280164		Date:
but no later than: 5/16/2020 RFQ #: RFQ2001593		5/12/2020
VENDOR: HOTEL NIKKO GUAM ATTN: THE SCHRIELER P O BOX 12839 TANKING, GU 96931 Phone (671) 642-8815 Fax (671) 646-0850	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 Print Signature:	Quote Date:	Phone Number:
** Delivery Date Required: The party making the foregoing bid is genuine and that said bidder agrees, who they are fully aware and is in compliance with Title 5 U.S.C. Chapter 5 - 5411 and 5502 Wage Determination, and that the attached is the most recent issued by U.S. D.O.L. for the positions required to implement the required service as per the following specification. Prices good for: _____ Days 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 IS NOT AN ORDER		
ITEM:	DESCRIPTION - OR EQUAL	UNIT PRICE TOTAL PRICE AVAILABILITY
1	RELAYED PURCHASE AGREEMENT (DRAN) ON AS NEEDED BASIS IN RESPONSE TO THE GOVERNMENT OF GUAM REACHING OUT TO OWNERS AND OPERATORS OF VARIOUS SEAL ESTATE FACILITIES IN ORDER TO UTILIZE AND REPAIR/SUCH FACILITIES FOR COVID-19 MANAGEMENT AND TREATMENT FACILITIES SUCH AS "ROOF	1/1000

Total Pages : 3

Total Pages Confirmed : 3

No.	Job	Remote Station	Start Time	Duration	Pages	Line	Made	Job Type	Results
001	099	6460030	08:43:32 a.m. 05-12-2020	00:03:15	3/3	1	EC	HS	CP9600

Abbreviations:

HS: Host send	PL: Polled local	MP: Mailbox print	CP: Completed	TS: Terminated by system
HR: Host receive	PR: Polled remote	RP: Report	FA: Fall	G3: Group 3
WS: Waiting send	MS: Mailbox save	FF: Fax Forward	TU: Terminated by user	EC: Error Correct

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 but no later than: 5/15/2020
Requisition Number: Q200280164
RFQ #: RFQ20001593
Date: 5/12/2020

VENDOR: HOTEL NIKKO GUAM
N8226701 ATTN: THE CONTROLLER
P O BOX 12819
TAMUNING, GU 96931
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.

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

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

** Delivery Date Required: _____
** Delivery Date Offered: _____
Terms: _____
Prices good for: _____ Days

The party making the foregoing bid is genuine and that said bidder agrees, that they are fully aware and is in 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 to implement the required service as per the following 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.

T H I S I S N O T A N O R D E R

ITEM	DESCRIPTION - OR EQUAL	QTY	UOM	UNIT PRICE	TOTAL PRICE	AVAILABILITY
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 FACILIIES IN ORDER TO UTILIZE AND REPURPOSE SUCH FACILITIES FOR COVI9-19 MANAGEMENT AND TREATMENT FACILTIES SUCH AS "HOTEL	1	JOB			

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

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

REQUEST FOR QUOTATION

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

Please respond as soon possible but no later than: 5/15/2020
Requisition Number: Q200280164
RFQ #: RFQ20001593
Date: 5/12/2020

VENDOR: HOTEL NIKKO GUAM
N8226701 ATTN: THE CONTROLLER
P O BOX 12819
TAMUNING, GU 96931
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.

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

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

** Delivery Date Required: _____
** Delivery Date Offered: _____
Terms: _____
Prices good for: _____ Days
The party making the foregoing bid is genuine and that said bidder agrees, that they are fully aware and is in 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 to implement the required service as per the following 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.

T H I S I S N O T A N O R D E R

ITEM	DESCRIPTION - OR EQUAL	QTY	UOM	UNIT PRICE	TOTAL PRICE	AVAILABILITY
	QUARANTINE FACILTY" FOR THE 14 DAY MANADATORY QUARANTINE FOR ALL ARRIVING PASSENGER FROM A COVID-19 AFFECTED AREA. TO CONTINUE QUARANTINE OPERATIONS					
	SEE ATTACHMENTS					
	1. SPECIFICATION					
	2. TERMS AND CONDITIONS					

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 but no later than: 5/15/2020
Requisition Number: Q200280164
RFQ #: RFQ20001593
Date: 5/12/2020

VENDOR: HOTEL NIKKO GUAM
N8226701 ATTN: THE CONTROLLER
P O BOX 12819
TAMUNING, GU 96931
Phone (671) 649-8815 Fax (671) 646-0030

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 Print/Signature: _____ Quote Date: _____ Phone Number: _____

** Delivery Date Required: _____
** Delivery Date Offered: _____
Terms: _____
Prices good for: _____ Days

The party making the foregoing bid is genuine and that said bidder agrees, that they are fully aware and is in 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 to implement the required service as per the following 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.

T H I S I S N O T A N O R D E R

ITEM	DESCRIPTION - OR EQUAL	QTY	UOM	UNIT PRICE	TOTAL PRICE	AVAILABILITY
	REFERENCE THE FOLLOWING:					
	Q20-0280-164 QUARANTINE FAC.					
	Q20-0280-165 ISOLATION FAC.					
	Q20-0280-166					
	MEDICAL STAFF LODGING					

LP REALTY - RESPONSE

Anita Cruz

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.lprealty@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: 'lp Realty <lp.lprealty@gmail.com>' <lp.lprealty@gmail.com>

Anita Cruz

From: Anita Cruz
Sent: Tuesday, May 12, 2020 5:47 PM
To: 'lprealty@gmail.com'
Cc: gsaprourement
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'		
	gsaprourement	Delivered: 5/12/2020 5:48 PM	Read: 5/13/2020 9:41 AM

REQUEST FOR QUOTE REVISION FOR THE HOTEL NON-CONGREGATE 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
Buyer Supervisor II



Anita Cruz

From: Anita Cruz
Sent: Tuesday, May 12, 2020 11:57 AM
To: 'lprealty@gmail.com'
Cc: gsaprocurment
Subject: FW: REQUEST FOR QUOTE HOTEL NON-CONGREGATE SHELTERS
Attachments: HOTEL NON-CONGREGATE SHELTERS SPECIFICATIONS & TERMS AND CONDITIONS.PDF

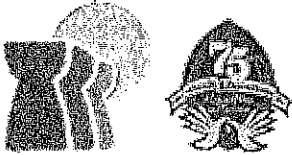
Importance: High

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: gsaprocurment <gsaprocurment@gsadoa.guam.gov>
Subject: REQUEST FOR QUOTE HOTEL NON-CONGREGATE SHELTERS

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

Anita T. Cruz
Buyer Supervisor II



CORE TECH INTERNATIONAL
PRICE QUOTATION

HOTEL NON-CONGREGATE SHELTERS

Specification: Revised 5/12/20

1. HOTEL QUARANTINE FACILITY. 14 day 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.

Occupied Room Rate	\$ <u>140</u> , additional occupant \$30/person
Unoccupied Holding (Reserve) Room Rate	\$ <u>90</u> hotel occupancy tax not included

OPTION 2

- Lease the entire facility. Holding fee will be paid for unutilized rooms at a rate less than the room rate to include meals and laundry services.

Occupied Room Rate	\$ _____
Unoccupied Holding (Reserve) Room Rate	\$ _____

2. HOTEL ISOLATION FACILITY. Isolation of asymptomatic COVID-19 positive patients. For future isolation operations, will require 36 ± 11 rooms for surge.

OPTION 1

- Open purchase order. Holding fee will be paid for unutilized rooms at a rate less than the room rate to include meals, laundry services and decontamination services.

Occupied Room Rate	\$ _____
Unoccupied Holding (Reserve) Room Rate	\$ _____

OPTION 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 to include meals, laundry services, and decontamination services.

Occupied Room Rate	\$ _____
Unoccupied Holding (Reserve) Room Rate	\$ _____

OPTION 3

- Is to combine the Quarantine Facility and Isolation Facility in a single facility with dedicated floors and/or wings. Create zones within the facility similar to a hospital. Site would require DPHSS and GMH assessment to determine feasibility.

Occupied Room Rate \$ _____

Unoccupied Holding (Reserve) Room Rate \$ _____

3. MEDICAL STAFF LODGING. To provide for Housing medical staff who have sustained interactions with COVID-19 positive patients. Medical staff housing operations, require 135 ± 25 rooms.

Occupied Room Rate \$ 140 additional occupant \$30/person

Unoccupied Holding (Reserve) Room Rate \$ 90 hotel occupancy tax not included

NOTE PREFERENCE: To lease one (1) hotel with dedicated floors on separated wings to accommodate alternate Care Facilities.

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. disinfectant spray, toilet brush, toilet cleaner, and two (2) rags).



PURCHASE ORDER
 GENERAL SERVICES AGENCY
 DEPARTMENT OF ADMINISTRATION
 GOVERNMENT OF GUAM

148 Route 1
 Marine Drive
 Piti, Guam 96925

TRAN CODE

THIS PURCHASE ORDER NUMBER

No. 2206E00326

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

F.O.B. *AIR FREIGHT CONTACT SHIP VIA

DATE 5/21/2020 JOB ORDER NO. 026020025230 OBJECT 230

ROUNDEV

TO:

CORE TECH INTERNATIONAL
 383 SOUTH MARINE CORPS DRIVE
 SUITE 400
 TAMUNING, GU 96913
 Telephone: 671 473-5000 Fax: 671 473-5500
 Email:

VENDOR

0098647

SHIP TO

CONSIGNEE DESTINATION & MARKING

GOVERNORS OFFICE
 P.O. BOX 2350
 HAGATNA, GU 96932-0000

COVID-19 MANDATORY QUARANTINE

AUTHORITY 3113

** INVITATION NO.

** CONTRACTING NO.

TIME FOR DELIVERY
 SEE BELOW

EXPIRING

DISCOUNT TERMS

ITEM	ARTICLES OF SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT	DOCUMENT NUMBER	TAQ
	<p>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 FACILITIES FOR COVID 19 FOR 14 DAY MANDATORY QUARANTINE FOR ARRIVING PASSENGERS FROM A COVID 19 AFFECTED AREA...</p> <p>TO BE DRAWN ON AN AS NEEDED BASIS COMMENCING UPON RECEIPT OF PURCHASE ORDER AND EXPIRING ON 5/18/20 OR UPON EXHAUSTION OF FUNDS WHICHEVER OCCURS FIRST.</p> <p>QUARANTINE RATE: EST. 270 RMS. OCEANVIEW/BAYVIEW HOTEL:</p> <p>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 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 agency and vendor ALL LATE DELIVERIES AND ACCEPTANCES ARE SUBJECT TO THE LIQUIDATED DAMAGES CLAUSE IN SECTION 6101(9) (a) OF THE GAR.</p>				10000.00	0200280175	

SPECIAL INSTRUCTIONS TO VENDOR:

- B. SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACCOUNTS, DEPARTMENT OF ADMINISTRATION, GOVERNMENT OF GUAM, P.O. BOX 884, AGANA, GUAM 96910.
- C. PAYMENT IN THIRTY (30) DAYS UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION
- D. THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE.
- E. * THIS ORDER IS SUBJECT TO THE SPECIAL PROVISIONS, 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 IN GUAM.

XXXXXXXXXXXX

A. DO NOT FULFILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL.

↑ TOTAL ↑

SWIFT CASHIER AND RETURN TO THE OFFICE FOR AMENDMENTS

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

ADVANCE PAYMENT AUTHORIZATION

PAYMENT ENCLOSED

SIGNATURE:

C. Acaballe

NAME: Claudia S. Acaballe TITLE: Chief Procurement Officer



PURCHASE ORDER
 GENERAL SERVICES AGENCY
 DEPARTMENT OF ADMINISTRATION
 GOVERNMENT OF GUAM

148 Route 1
 Marine Drive
 Piti, Guam 96925

TRAN CODE

THIS PURCHASE ORDER NUMBER

No. 2206E00326

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

FOR	* AIR FREIGHT CONTACT	SHIP VIA	DATE	JOB ORDER NO	OBJECT
			5/21/2020	028020025230	230

RODNEY	TO:	VENDOR	CONSIGNEE DESIGNATION & MARKING
	CORE TECH INTERNATIONAL 388 SOUTH MARINE CORPS DRIVE SUITE 400 TAMUNING, GU 96913 Telephone: 671 473-5000 Fax: 671 473-5500 Email:	00096647	GOVERNORS OFFICE P.O. BOX 2350 HAGATPA, GU 96932-0000 COVID-19 MANDATORY QUARANTINE

AUTHORITY 3113	** INVITATION NO	** CONTRACTING NO.	TIME FOR DELIVERY SEE BELOW	EXPIRING	DISCOUNT TERMS
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ARTICLES OF SERVICES	QTY.	UNIT	UNIT PRICE	AMOUNT	DOCUMENT NUMBER	TAX
<p>\$140.00 PER PERSON + \$30.00 PER PERSON ADDITIONAL FOR OCCUPIED ROOM RATE.</p> <p>UNOCCUPIED HOLDING (RESERVED) ROOM RATE: \$90.00 PER PERSON (HOTEL OCCUPANCY TAX NOT INCLUDED.</p> <p>FULLY FURNISHED ROOMS INCLUSIVE OF THREE (3) MEALS: BREAKFAST/LUNCH/DINNER; AND LAUNDRY SERVICES;</p> <p>EACH ROOM TO BE PROVIDED WITH PHONE SERVICES FOR LOCAL CALLS ONLY; CLEANING SUPPLIES FOR EACH ROOM SUCH AS DISINFECTANT SPRAY, TOILET CLEANER, TOILET BRUSH, AND 2 RAGS.</p> <p>NOTE: THE GOVERNMENT OF GUAM WILL NOT BE RESPONSIBLE FOR 'UNAUTHORIZED' PURCHASES OR SERVICES. Note: Amounts due this Purchase Order may be set for monies due the Government 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 agency and vendor. ALL LATE DELIVERIES AND ACCEPTANCES ARE SUBJECT TO THE LIQUIDATED DAMAGES CLAUSE IN SECTION 6101(9)(a) OF THE GAR.</p>						

<p>SPECIAL INSTRUCTIONS TO VENDOR:</p> <p>B. SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACCOUNTS, DEPARTMENT OF ADMINISTRATION, GOVERNMENT OF GUAM, P.O. BOX 884, AGANA, GUAM 96910.</p> <p>C. PAYMENT IN THIRTY (30) DAYS UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION.</p> <p>D. THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE.</p> <p>E. * * THIS ORDER IS SUBJECT TO THE SPECIAL PROVISIONS, AND BID GENERAL TERMS AND CONDITIONS SPECIFIED ON THE BID.</p> <p>F. * ON ALL AIR SHIPMENTS HAVE AIR FREIGHT COMPANY CALL THIS NUMBER UPON ARRIVAL OF GOODS IN GUAM.</p>	XXXXXXXXXX	<p>A. DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL</p> <p>QUESTIONS AND RETURN THIS ORDER FOR AMENDMENT</p>
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<p>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 ORDER NUMBER SHOWN ABOVE. SEE REVERSE SIDE FOR PURCHASE ORDER TERMS AND CONDITIONS.</p>	<p>ADVANCE PAYMENT AUTHORIZATION</p> <p>PAYMENT ENCLOSED <input type="checkbox"/></p>	<p>SIGNATURE: <i>C. Acfalle</i></p> <p>NAME: Claudia S. Acfalle TITLE: Chief Procurement Officer</p>
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Control No.

ORIGINAL/VENDOR'S COPY

Digitally Approved on: 5/21/2020



PURCHASE ORDER
 GENERAL SERVICES AGENCY
 DEPARTMENT OF ADMINISTRATION
 GOVERNMENT OF GUAM

148 Route 1
 Marine Drive
 Piti, Guam 96925

TRAN CODE

THIS PURCHASE ORDER NUMBER

No. 2206E00326

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

FOR	* AIR FREIGHT TEL. CONTACT SHIP VIA	DATE 5/21/2020	JOB ORDER NO 028020025230	OBJCT 230
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VENDOR	TO: CORE TECH INTERNATIONAL 388 SOUTH MARINE CORPS DRIVE SUITE 400 TAMUNING, GU 96913 Telephone: 671 473-5000 Fax: 671 473-5500 Email:	VENDOR 00098647	SHIP TO	CONSIGNEE, DESTINATION & MARKING: GOVERNORS OFFICE P.O. BOX 2350 HAGATNA, GU 96932-0000
				COVID-19 MANDATORY QUARANTINE

AUTHORITY 3113	** INVITATION NO	** CONTRACT NO.	TIME FOR DELIVERY SEE BELOW	EXPIRING	DISCOUNT TERMS
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ITEM	ARTICLES OF SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT	DOCUMENT NUMBER	FAC
	<p>AUTHORIZED PERSONNEL: CHARLES ESTEVES 687-4821 LEO ESPINA 483-0301 PATRICK LEON GUERRERO 687-6904 MARIE QUENGA 489-4742 DENILLE CALVO 489-1881 MICHAEL TARTERON 939-1090</p> <p>INCLUSIVE OF THE ATTACHED SPECIFICATIONS & TERMS AND CONDITIONS.</p> <p>EMERGENCY PROCUREMENT EXECUTIVE ORDER 2.23-14 RELATIVE TO COVID-19</p> <p>REF: 10 GSA 19403 PUBLIC HEALTH EMERGENCY NOTICE:</p> <p>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 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 agency and vendor</p> <p>ALL LATE DELIVERIES AND ACCEPTANCES ARE SUBJECT TO THE LIQUIDATED DAMAGES CLAUSE IN SECTION 6101(9)(a) OF THE GAR.</p>						

<p>SPECIAL INSTRUCTIONS TO VENDOR:</p> <p>B. SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACCOUNTS, DEPARTMENT OF ADMINISTRATION, GOVERNMENT OF GUAM, P.O. BOX 884, AGANA, GUAM 96910.</p> <p>C. PAYMENT IN THIRTY (30) DAYS UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION</p> <p>D. THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE.</p> <p>E. * THIS ORDER IS SUBJECT TO THE SPECIAL PROVISIONS, AND BID GENERAL TERMS AND CONDITIONS SPECIFIED ON THIS BID.</p> <p>F. * ON ALL AIR SHIPMENTS HAVE AIR FREIGHT COMPANY CALL THIS NUMBER UPON ARRIVAL OF GOODS IN GUAM.</p>	<p>100000.00</p> <p>↑ TOTAL ↑</p>	<p>A. DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL</p> <p>INVEST IN GUAM AND RETURN TO THE GOVERNMENT OF GUAM</p>
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<p>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 ORDER NUMBER SHOWN ABOVE. SEE REVERSE SIDE FOR PURCHASE ORDER TERMS AND CONDITIONS.</p>	<p>ADVANCE PAYMENT AUTHORIZATION</p> <p>PAYMENT ENCLOSED <input type="checkbox"/></p>	<p>SIGNATURE: <i>C. Acalle</i></p> <p>NAME: Claudia S. Acalle TITLE: Chief Procurement Officer</p>
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PURCHASE ORDER
 GENERAL SERVICES AGENCY
 DEPARTMENT OF ADMINISTRATION
 GOVERNMENT OF GUAM

148 Route 1
 Marine Drive
 Piti, Guam 96925

TRAN CODE

THIS PURCHASE ORDER NUMBER

No. 2206E00326

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

FOR	* AIR FREIGHT INL. CONTACT	SHIP VIA	DATE	JOB ORDER NO	ORJCL
			5/21/2020	028020025230	250

ORDER	TO:	VENDOR	SHIP TO	CONSIGNEE DESTINATION & MARKING
	CORE TECH INTERNATIONAL 388 SOUTH MARINE CORPS DRIVE SUITE 400 TAMUNING, GU 96913 Telephone: 671 473-5000 Fax: 671 473-5500 Email:	C0096647		GOVERNORS OFFICE P.O. BOX 2950 MAGATNA, GU 96932-0050 COVID-19 MANDATORY QUARANTINE

AUTHORITY	** INVITATION NO.	** CONTRACT INCL.	TIME FOR DELIVERY	EXPIRING	DISCOUNT TERMS
3113			SEE BELOW		

ITEM	ARTICLES OF SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT	DOCUMENT NUMBER	MAC
THIS ORDER 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 returned 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 invoice or voucher is received in the office specified by the Government of Guam, if the latter is later than 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. 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 INSTRUCTIONS TO VENDOR	100000.00	A. DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL
B. SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACCOUNTS, DEPARTMENT OF ADMINISTRATION, GOVERNMENT OF GUAM, P.O. BOX 884, AGANA, GUAM 96910. C. PAYMENT IN THIRTY (30) DAYS UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION. D. THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE. E. * THIS ORDER IS SUBJECT TO THE SPECIAL PROVISIONS, 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 IN GUAM.	↑ TOTAL ↑	* PRINT INVOICES AND INSTRUCTIONS TO VENDOR FROM ADMINISTRATION

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 ORDER NUMBER SHOWN ABOVE. SEE REVERSE SIDE FOR PURCHASE ORDER TERMS AND CONDITIONS.	ADVANCE PAYMENT AUTHORIZATION PAYMENT ENCLOSED <input type="checkbox"/>	SIGNATURE: <i>C. Acalle</i> NAME: Claudia S. Acalle TITLE: Chief Procurement Officer
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Control No.

ORIGINAL/VENDOR'S COPY



PURCHASE ORDER
 GENERAL SERVICES AGENCY
 DEPARTMENT OF ADMINISTRATION
 GOVERNMENT OF GUAM

148 Route 1
 Marine Drive
 Piti, Guam 96925

TRAN CODE

THIS PURCHASE ORDER NUMBER

No. P206E00326

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

C.O.R.	** AIR FREIGHT TEL. CONTACT	SHIP VIA	DATE	JOB ORDER NO	OBJCT
			5/21/2020	028020025230	230

RODNEY	TO:	VENDOR	SHIP TO	CONSIGNEE DESTINATION & MARKING
	CORE TECH INTERNATIONAL 388 SOUTH MARINE CORPS DRIVE SUITE 400 TAMUNING, GU 96913 Telephone: 671 473-5000 Fax: 671 473-5500 Email:	C0096647		GOVERNORS OFFICE P.O. BOX 2850 HAGATNA, GU 96932-0000 COVID-19 MANDATORY QUARANTINE

AUTHORITY	** INVITATION NO	** CONTRACTING NO.	TIME FOR DELIVERY	EXPIRING	DISCOUNT TERMS
3113			SEE BELOW		

ARTICLES OF SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT	DOCUMENT NUMBER	PAC
* * * * * VENDOR ACKNOWLEDGMENT * * * * *						
RETURN TO SUPPLY MANAGEMENT DIVISION						
DATE OF RECEIPT OF THIS ORDER						
SIGNATURE _____						
* * * * * RECEIVING REPORT COPY * * * * *						
I CERTIFY THE ABOVE ARTICLES AND/OR SERVICES HAVE/HAS BEEN RECEIVED AND/OR RENDERED AND THE SAME HAS BEEN INSPECTED AND ACCEPTED EXCEPT AS OTHERWISE NOTED HEREIN.						
DATE RECEIVED: _____ SIGNATURE: _____						

SPECIAL INSTRUCTIONS TO VENDOR B. SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACCOUNTS, DEPARTMENT OF ADMINISTRATION, GOVERNMENT OF GUAM, P.O. BOX 884, AGANA, GUAM 96916. C. PAYMENT IN THIRTY (30) DAYS UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION D. THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE E. * THIS ORDER IS SUBJECT TO THE SPECIAL PROVISIONS, 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 IN GUAM.		100000.00 ↑ TOTAL ↑	A. DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL. PREPARE CHECKS AND RETURN THEM TO THE OFFICE FOR DEPOSITMENT
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 ORDER NUMBER SHOWN ABOVE. SEE REVERSE SIDE FOR PURCHASE ORDER TERMS AND CONDITIONS.		ADVANCE PAYMENT AUTHORIZATION PAYMENT ENCLOSED <input type="checkbox"/>	SIGNATURE: <i>C. Acalle</i> Claudia S. Acalle, Chief Procurement Officer

Control No.

ORIGINAL/VENDOR'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 Date. This Agreement shall be effective starting 5/21/2020. 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 _____.

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), GHS/OCD shall be allowed a decontamination period to last fifteen (15) days, at no cost to GHS/OCD, 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 favor 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 *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..

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:

A. 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 three-year 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 GHS/OCD, 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 GHS/OCD, 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 Whistleblower Act applies to this Agreement and to all Hotel's actions pertaining to this Agreement. The False Claims and Whistleblower 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 11GCA § 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 tortious 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 pay or 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, 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.

A. **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 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.

XXXIX. Federal Debarment. Debarment and Suspension (Executive Orders 12549 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)(1) 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, 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.

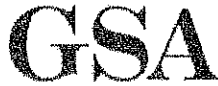
XLV. Computation of Time. Whenever this Agreement provides for a time period of ten (10) days or less days, weekends and Government of Guam holidays are not included in the computation. When this Agreement provides for a time period of over ten (10) days, weekends and Government of Guam holidays are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

ABSTRACT

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: gsaprocurment@gsadoa.guam.gov

Joshua F. Tenorio
Lt. Governor

Edward M. Birn
Director, DOA

Edith C. Pangelinan
Deputy Director, DOA

5/27/2020
ISSUE DATE

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

Amendment No.: 2020000001

VENDOR NO.: H0097179 PHONE: 671 647-6855 FAX: 671 647-6860
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

DOA 273
Please fax or email back to GSA

ACKNOWLEDGMENT COPY
(PLEASE PRINT)

Received by: _____

Date: _____

Vendor Name: _____

Fax: 671-472-4217
Email: gsaprocurment@gsadoa.guam.gov

COMMITTED TO EXCELLENCE

COMMITTED TO EXCELLENCE

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 non-resident 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 unutilized rooms at a rate less than the room rate to include meals and laundry services.

Occupied Room Rate \$ _____

Unoccupied Holding (Reserve) Room Rate \$ _____

2. HOTEL ISOLATION FACILITY. Isolation of asymptomatic COVID-19 positive patients. For future isolation operations, will require 36 ± 11 rooms for surge.

OPTION 1

- Open purchase order. Holding fee will be paid for unutilized rooms at a rate less than the room rate to include meals, laundry services and decontamination services.

Occupied Room Rate \$ _____

Unoccupied Holding (Reserve) Room Rate \$ _____

OPTION 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 to include meals, laundry services, and decontamination services.

Occupied Room Rate \$ _____

Unoccupied Holding (Reserve) Room Rate \$ _____

OPTION 3

- Is to combine the Quarantine Facility and Isolation Facility in a single facility with dedicated floors and/or wings. Create zones within the facility similar to a hospital. Site would require DPHSS and GMH assessment to determine feasibility.

Occupied Room Rate \$ _____

Unoccupied Holding (Reserve) Room Rate \$ _____

3. MEDICAL STAFF LODGING. To provide for Housing medical staff who have sustained interactions with COVID-19 positive patients. Medical staff housing operations, require 135 ± 25 rooms.

Occupied Room Rate \$ _____

Unoccupied Holding (Reserve) Room Rate \$ _____

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).

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 Date. This Agreement shall be effective starting _____ 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 _____.

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), GHS/OCD shall be allowed a decontamination period to last fifteen (15) days, at no cost to GHS/OCD, 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 favor 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;
3. 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 *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 GHS/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..

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 GHS/OCD, 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:

A. **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 three-year 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 GHS/OCD, 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 GHS/OCD, 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 Whistleblower Act applies to this Agreement and to all Hotel's actions pertaining to this Agreement. The False Claims and Whistleblower 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.

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 pay or 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, 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, 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.

**COPY OF OTHER
CORRESPONDENCE**

HOTEL
SANTAFE
GUAM

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

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 you and kind regards,

Bart Jackson



HOTEL
SANTA FE
GUAM

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

- 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.
- I. 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

HOTEL
SANTAFE
GUAM

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

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 regards,



Bart Jackson
President
Beach Resorts LLC
Diva Hotel Santa Fe Guam

Transmission Report

Date/Time 05-27-2020 11:58:28 a.m. Transmit Header Text
 Local ID 1 6714724217 Local Name 1 GSA

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



**DEPARTMENT OF
 ADMINISTRATION**
 DIPATAMENON ADMINISTRASION
 GENERAL SERVICES AGENCY
 (Aberian Seibislon Hinirai)
 Telephone (Tel/Fon): (671) 473-4707/1720 • Fax (Faks): (671) 472-5217/1727



May 27, 2020

Mr. Bart Jackson
 Hotel Santa Fe
 Attn: Miki Yokozaki
 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 Towel Service
 - d. Basic Housekeeping supplies, not being provided.
 - e. Lobby Area not being adequately air conditioned.
 - f. Failure to provide adequate meals for incoming passengers
 - g. No food handling transfer equipment being used nor temperature-controlled water per meal period when meals were delivered.
 - h. You did not provide enough food transport equipment to meet 100+ meals plus water per meal period for five floors.
 - i. You did not provide hand sanitation, sanitizer sprays/wipes and gloves to properly handle food preparations and deliveries.
 - j. Hotel's fire alarm is not operable putting our staff and guests in a potential fire risk, which does not meet safety and protection standards.

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

Claudia S. Acfalle
CLAUDIA S. ACFALLE
 Chief Procurement Officer

590 South Marine Corps Drive, ITC Building, Suite 219, Tamuning, Guam • P. O. Box 884, Hagåtña, Guam 96932

Total Pages Scanned : 1 Total Pages Confirmed : 0

No.	Job	Remote Station	Start Time	Duration	Pages	Line	Mode	Job Type	Results
001	027	671-6478860	11:46:01 a.m. 05-27-2020	00:00:07	0/1	1	EC	HS	TU14400

Abbreviations:

HS: Host send	PL: Polled local	MP: Mailbox print	CP: Completed	TS: Terminated by system
HR: Host receive	PR: Polled remote	RP: Report	FA: Fail	G3: Group 3
WS: Waiting send	MS: Mailbox save	FF: Fax Forward	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

TRANSACTION CODE:	220
DOCUMENT NUMBER * <i>(PO, Work Req, Req. or Non-registered Contract No.)</i>	Q200280164
ACCOUNT <u>or</u> JOB ORDER NUMBER:	5100G20280EO025-230
AMOUNT TO LIQUIDATE / DEOBLIGATE:	{ 100,000.00 }
EFFECTIVE DATE <i>(Date Liquidation takes effect):</i>	05/27/20
VENDOR NAME: <i>(BLANK for Requisitions)</i>	HOTEL SANTEFE
VENDOR NUMBER: <i>(BLANK for Requisitions)</i>	H0097179

* NOTE: A copy of the document being de-obligated and a screen print of the year-to-date balance from the AS400 must be attached.

JUSTIFICATION: PLEASE LIQUIDATE ABOVE PURCHASE AGREEMENT IN ITS ENTIRETY VENDOR FAILED TO MEET THE REQUIREMENTS ON SIGNED CONTRACT/PO THEREFORE CONTRACT AND PURCHASE AGREEMENT WILL BE CLOSED.

PREPARED BY:

MARIE T. QUENGA, Administrative Officer
Name & Title

Signature

5/26/20
Date

APPROVED BY:

CHARLES V. ESTEVES
Name & Title

Signature

5/26/20
Date

FOR DIVISION OF ACCOUNTS ONLY

Received By / Date

= Reviewed = Deobligated

Processed By / Date

Anita Cruz

From: Anita Cruz
Sent: Tuesday, May 12, 2020 12:02 PM
To: 'nsablan@remaxguam.com'
Cc: gsaprocurment
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'		
	gsaprocurment	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

Anita T. Cruz
Buyer Supervisor II



gsaprourement

From: Anita Cruz
Sent: Tuesday, May 12, 2020 5:46 PM
To: 'nsablan@remaxguam.com'
Cc: gsaprourement
Subject: REVISED REQUEST FOR QUOTE HOTEL NON-CONGREGATE SHELTERS
Attachments: REVISED 5-12-20 SPECIFICATIONS FOR HOTEL NON-CONGREGATE SHELTERS.PDF

REQUEST FOR QUOTE REVISION FOR THE HOTEL NON-CONGREGATE 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
Buyer Supervisor II



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-CONGREGATE 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
Buyer Supervisor II



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

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

REQUEST FOR QUOTATION

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

Please respond as soon possible| Requisition Number: Q200280164 | Date:
but no later than: 5/15/2020 | RFQ #: RFQ20001593 | 5/12/2020

VENDOR: GUAM REEF HOTEL | PLEASE FURNISH PRICE QUOTE, DELIVERY TIME
G1476001 1317 PALE SAN VITORES RD. | AND TERMS BASED ON F.O.B. DESTINATION FOR
TUMON, GU 96911 | THE ITEMS LISTED BELOW. PLEASE RESPOND BY
THE ABOVE DATE.

Phone (671) 648-1634 Fax (671) 649-0130

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

** 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
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.

T H I S I S N O T A N O R D E R

ITEM	DESCRIPTION - OR EQUAL	QTY	UOM	UNIT PRICE	TOTAL PRICE	AVAILA- BILITY
	REFERENCE THE FOLLOWING:					
	Q20-0280-164 QUARANTINE FAC.					
	Q20-0280-165 ISOLATION FAC.					
	Q20-0280-166					
	MEDICAL STAFF LODGING					

Anita Cruz

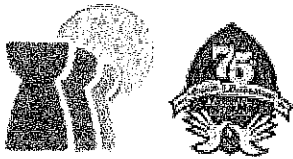
From: Anita Cruz
Sent: Tuesday, May 12, 2020 5:47 PM
To: 'lotteguamreservation@lotte.net'
Cc: gsaprourement
Subject: REVISED REQUEST FOR QUOTE HOTEL NON-CONGREGATE SHELTERS
Attachments: REVISED 5-12-20 SPECIFICATIONS FOR HOTEL NON-CONGREGATE SHELTERS.PDF

Tracking:	Recipient	Delivery	Read
	'lotteguamreservation@lotte.net'		
	gsaprourement	Delivered: 5/12/2020 5:47 PM	Read: 5/13/2020 9:40 AM

REQUEST FOR QUOTE REVISION FOR THE HOTEL NON-CONGREGATE 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
Buyer Supervisor II

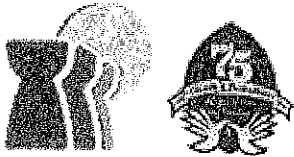


gsaprourement

From: Anita Cruz
Sent: Tuesday, May 12, 2020 10:22 AM
To: 'lotteguamreservation@lotte.net'
Cc: gsaprourement
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.

Anita T. Cruz
Buyer Supervisor II



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 but no later than: 5/15/2020 Requisition Number: Q200280164 Date: 5/12/2020
RFQ #: RFQ20001593

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, 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 making the foregoing bid is genuine and that said bidder agrees, that they are fully aware and is in 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 to implement the required service as per the following specification.

** Delivery Date Offered: _____

Terms: _____

Prices good for: _____ Days

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.

T H I S I S N O T A N O R D E R

ITEM	DESCRIPTION - OR EQUAL	QTY	UOM	UNIT PRICE	TOTAL PRICE	AVAILABILITY
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 REPURPOSE SUCH FACILITIES FOR COVI9-19 MANAGEMENT AND TREATMENT FACILTIES SUCH AS "HOTEL	1	JOB			

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
SI YU' US MA' ASE

REQUEST FOR QUOTATION

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

Please respond as soon possible but no later than: 5/15/2020
Requisition Number: Q200280164
RFQ #: RFQ20001593
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, 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: _____
** Delivery Date Offered: _____
Terms: _____
Prices good for: _____ Days

The party making the foregoing bid is genuine and that said bidder agrees, that they are fully aware and is in 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 to implement the required service as per the following 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.

T H I S I S N O T A N O R D E R

ITEM	DESCRIPTION - OR EQUAL	QTY	UOM	UNIT PRICE	TOTAL PRICE	AVAILABILITY
	QUARANTINE FACILITY" FOR THE 14 DAY MANADATORY QUARANTINE FOR ALL ARRIVING PASSENGER FROM A COVID-19 AFFECTED AREA. TO CONTINUE QUARANTINE OPERATIONS					
	SEE ATTACHMENTS					
	1. SPECIFICATION					
	2. TERMS AND CONDITIONS					

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
SI YU' US MA' ASE

REQUEST FOR QUOTATION

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

Please respond as soon possible but no later than: 5/15/2020
Requisition Number: Q200280164 RFQ #: RFQ20001593
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, 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: _____
** Delivery Date Offered: _____
Terms: _____
Prices good for: _____ Days

The party making the foregoing bid is genuine and that said bidder agrees, that they are fully aware and is in 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 to implement the required service as per the following 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.

T H I S I S N O T A N O R D E R

ITEM	DESCRIPTION - OR EQUAL	QTY	UOM	UNIT PRICE	TOTAL PRICE	AVAILABILITY
	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: gsaprourement
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'		
	gsaprourement	Delivered: 5/12/2020 5:43 PM	Read: 5/13/2020 9:37 AM

REQUEST FOR QUOTE REVISION FOR THE HOTEL NON-CONGREGATE 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
Buyer Supervisor II

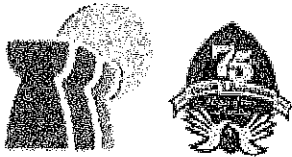


gsaprocurment

From: Anita Cruz
Sent: Tuesday, May 12, 2020 10:29 AM
To: 'reservation@royalorchidguam.com'
Cc: gsaprocurment
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.

Anita T. Cruz
Buyer Supervisor II



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.

Anita T. Cruz
Buyer Supervisor II



Transmission Report

Date/Time	05-12-2020	09:22:25 a.m.	Transmit Header Text		
Local ID 1	6714751727		Local Name 1		GSA PURCHASING
Local ID 2	0000000		Local Name 2		GSA
Name	Q200280164 - RFQ20001593 - To ROYAL ORC		Owner		anita.cruz

This document : Failed
(reduced sample and details below)

Document size : 8.5"x11"

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

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

REQUEST FOR QUOTATION

COVER : 1 Copy, Anita C - GSA
TELEPHONE: 478-2713 FAX NO.: 478-2727

Please respond as soon possible! Requisition Number: Q200280164 Date: 5/12/2020
but no later than: 5/18/2020 RFQ #: RFQ20001593

VENDOR: ROYAL ORCHID SEAM HOTEL 616 PACE SAN VICERES RD TUMON, GU 96911 Phone (671) 642-2000 Fax (671) 642-2050	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 Print Signature:	Quote Date:	Form Number:
----------------------------	-------------	--------------

**** Delivery Date Required:** The party making the foregoing bid is guarantee and that said bidder agrees, that they are fully aware and in compliance with Title 5 C.G.R. Chapter 5 - 3471 and 5902 Wage Determination, and that the attached is not more recent issued by U.S. D.O.L. for the positions required to implement the required service as per the following specification.

**** Delivery Date Offered:** _____ Days

Terms: 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 IS NOT AN ORDER

ITEM DESCRIPTION - OR EQUAL	QTY	UNIT	UNIT PRICE	TOTAL PRICE	AVAILABILITY
1. BULKY PURCHASE AGREEMENT (DRAWN ON AS NEEDED BASIS IN RESPONSE TO THE GOVERNMENT IF GUMM READING OUT TO OWNERS AND OPERATORS OF VARIOUS REAR ESCAPE FACILITIES IN ORDER TO UTILIZE AND REPURPOSE SUCH FACILITIES FOR COMB-16 MANAGEMENT AND TREATMENT FACILITIES SUCH AS "HOTEL"		1 JOB			

Total Pages : 3

Total Pages Confirmed : 0

No.	Job	Remote Station	Start Time	Duration	Pages	Line	Mode	Job Type	Results
001	097	6716493053	08:40:29 a.m. 05-12-2020	00:00:48	0/3	1	EC	HS	FA14400

Abbreviations:

HS: Host send	PL: Polled local	MP: Mailbox print	CP: Completed	TS: Terminated by system
HR: Host receive	PR: Polled remote	RP: Report	FA: Fail	G3: Group 3
WS: Waiting send	MS: Mailbox save	FF: Fax Forward	TU: Terminated by user	EC: Error Correct

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

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

REQUEST FOR QUOTATION

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

Please respond as soon possible but no later than: 5/15/2020
Requisition Number: Q200280164 RFQ #: RFQ20001593
Date: 5/12/2020

VENDOR: ROYAL ORCHID GUAM HOTEL
R0098889 626 PALE SAN VITORES RD
TUMON, GU 96911
Phone (671) 649-2000 Fax (671) 649-3053

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 Print/Signature: _____ Quote Date: _____ Phone Number: _____

** Delivery Date Required: _____
** Delivery Date Offered: _____
Terms: _____
Prices good for: _____ Days

The party making the foregoing bid is genuine and that said bidder agrees, that they are fully aware and is in 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 to implement the required service as per the following 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.

T H I S I S N O T A N O R D E R

ITEM	DESCRIPTION - OR EQUAL	QTY	UOM	UNIT PRICE	TOTAL PRICE	AVAILABILITY
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 FACILTIES SUCH AS "HOTEL	1	JOB			

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

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

REQUEST FOR QUOTATION

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

Please respond as soon possible but no later than: 5/15/2020
Requisition Number: Q200280164 RFQ #: RFQ20001593
Date: 5/12/2020

VENDOR: ROYAL ORCHID GUAM HOTEL
R0098889 626 PALE SAN VITORES RD
TUMON, GU 96911
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.

Phone (671) 649-2000 Fax (671) 649-3053

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

** Delivery Date Required: The party making the foregoing bid is genuine and that said bidder agrees, that they are fully aware and is in 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 to implement the required service as per the following specification.
** Delivery Date Offered:
Terms:
Prices good for: _____ Days
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.

T H I S I S N O T A N O R D E R

ITEM	DESCRIPTION - OR EQUAL	QTY	UOM	UNIT PRICE	TOTAL PRICE	AVAILABILITY
	QUARANTINE FACILITY" FOR THE 14 DAY MANADATORY QUARANTINE FOR ALL ARRIVING PASSENGER FROM A COVID-19 AFFECTED AREA. TO CONTINUE QUARANTINE OPERATIONS					
	SEE ATTACHMENTS					
	1. SPECIFICATION					
	2. TERMS AND CONDITIONS					

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
SI YU ' US MA ' ASE

REQUEST FOR QUOTATION

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

Please respond as soon possible but no later than: 5/15/2020
Requisition Number: Q200280164
RFQ #: RFQ20001593
Date: 5/12/2020

VENDOR: ROYAL ORCHID GUAM HOTEL
ROD98889 626 PALE SAN VITORES RD
TUMON, GU 96911
Phone (671) 649-2000 Fax (671) 649-3053
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 Print/Signature: _____
Quote Date: _____ Phone Number: _____

** Delivery Date Required: _____
** Delivery Date Offered: _____
Terms: _____
Prices good for: _____ Days
The party making the foregoing bid is genuine and that said bidder agrees, that they are fully aware and is in 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 to implement the required service as per the following 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 IS NOT AN ORDER

ITEM	DESCRIPTION - OR EQUAL	QTY	UOM	UNIT PRICE	TOTAL PRICE	AVAILABILITY
	REFERENCE THE FOLLOWING:					
	Q20-0280-164 QUARANTINE FAC.					
	Q20-0280-165 ISOLATION FAC.					
	Q20-0280-166					
	MEDICAL STAFF LODGING					

ASSIGNED BUYER: GSATEDTC

REQUISITION EMERGENCY

REQUISITION #: Q200280164
APPROPRIATION: 5100G200280E0025230

TO: PROCUREMENT FACILITIES MGMT.DIVISION ADMINISTRATOR | ENCUMBERED DATE
| 5/09/2020

SUBMITTED BY:

Quenga, Maria 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
1	BLANKET PURCHASE AGREEMENT TO DRAW ON AS NEEDED BASIS IN RESPONSE TO THE GOVERNEMENT OF GUAM REACHING OUT TO OWNERS AND OPERATORS OF VARIOUS REAL ESTATE FACILITIES IN ORDER TO UTILIZE AND REPURPOSE SUCH FACILITIES FOR COVID-19 MANAGEMENT AND TREATMENT FACILITIES SUCH AS "HOTEL QUARANTINE FACILITY" FOR THE 14 DAY MANDATORY 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

JUSTIFICATION:
SUGGESTED VENDOR: NONE

** PRINT NAME & SIGN

() APPROVAL () DISAPPROVAL

RECEIVED BY | DATE
(CERTIFYING OFFICER)

APPROVING AUTHORITY (DIRECTOR)

ASSIGNED BUYER: GSATEDTC

REQUISITION EMERGENCY

REQUISITION #: Q200280164
APPROPRIATION: 5100G200280EOG25230

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	UOM	QTY	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

JUSTIFICATION:

SUGGESTED VENDOR: NONE

** PRINT NAME & SIGN

() APPROVAL () DISAPPROVAL

RECEIVED BY DATE
(CERTIFYING OFFICER)

APPROVING AUTHORITY (DIRECTOR)

CONTINUED ON NEXT PAGE

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	UOM	QTY	UNIT PRICE	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 =====> 100000.00

JUSTIFICATION:

SUGGESTED VENDOR: NONE

** PRINT NAME & SIGN

() APPROVAL

() DISAPPROVAL

RECEIVED BY DATE
(CERTIFYING OFFICER)

APPROVING AUTHORITY (DIRECTOR)

ASSIGNED BUYER: GSATEDTC

REQUISITION EMERGENCY

REQUISITION #: Q200280165
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	UOM	QTY	UNIT PRICE	AMOUNT
1	BLANKET PURCHASE AGREEMENT TO BE DRAWN ON AS NEEDED BASIS TO SECURE HOTEL SERVICES FOR ISOLATION FACILITIES DUE TO THE COVID-19 PANDEMIC, THE TERRITORY OF GUAM IS IN NEED OF IMMEDIATE OF ACCOMMODATION FOR PERSONS WHO DO NOT NEED TREATMENT IN HOSPITALS BUT WHO MAY NEED TO BE ISOLATED BECAUSE THEY HAVE CONTRACTED COVID-19 OR QUARANTINED EITHER BECAUSE THEY HAVE BEEN EXPOSED TO PERSONS WITH COVID-19. HOTEL ISOLATION FACILITY. ISOLATION OF ASYMTOMATIC COVID-19 POSIIVE PATIENTS FOR FUTURE ISOLATION OPERATION	JOB	1	100000.00	100000.00

TOTAL =====> 100000.00

JUSTIFICATION:
SUGGESTED VENDOR: NONE

** PRINT NAME & SIGN

() APPROVAL () DISAPPROVAL

RECEIVED BY DATE
(CERTIFYING OFFICER)

APPROVING AUTHORITY (DIRECTOR)

ASSIGNED BUYER: GSATEDTC

REQUISITION EMERGENCY

REQUISITION #: Q200280165
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	UOM	QTY	UNIT PRICE	AMOUNT
	WE WILL NEED 36 PLUS 11 ROOM FOR SURGE.				
	COA 1: LEASE THE ENTIRE FACILTY: HOLDING FEE WILL BE PAID FOR UNUTILIZED ROOMS AT A RATE LESS THAN THE ROOM RATE. MEALS: PROVIDED BY THE HOTEL AND INCLUDED IN THE ROOM FEE LAUNDRY: EXTEND EXISTING LAUNDRY CONTRACT OR START NEW LAUNDRY CONTRACT. BID SPECS MUST MATCH HOSPITAL STANDARDS FOR PATIENT WITH INFECTIOUS DISEASE AND CDC GUIDELINES. DECONTAMINATION: INCLUDED WITH THE ROOM FEE.				
TOTAL =====>					100000.00

JUSTIFICATION:

SUGGESTED VENDOR: NONE

** PRINT NAME & SIGN

() APPROVAL

() DISAPPROVAL

RECEIVED BY DATE
(CERTIFYING OFFICER)

APPROVING AUTHORITY (DIRECTOR)

CONTINUED ON NEXT PAGE

ASSIGNED BUYER: GSATEDTC

REQUISITION EMERGENCY

REQUISITION #: Q200280165
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	UOM	QTY	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				

TOTAL =====> 100000.00

JUSTIFICATION:
SUGGESTED VENDOR: NONE

** PRINT NAME & SIGN

() APPROVAL () DISAPPROVAL

RECEIVED BY DATE
(CERTIFYING OFFICER)

APPROVING AUTHORITY (DIRECTOR)

CONTINUED ON NEXT PAGE

ASSIGNED BUYER: GSATEDTC

REQUISITION EMERGENCY

REQUISITION #: Q200280165
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	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:

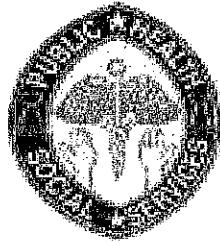
SUGGESTED VENDOR: NONE

** PRINT NAME & SIGN

() APPROVAL () DISAPPROVAL

RECEIVED BY DATE
(CERTIFYING OFFICER)

APPROVING AUTHORITY (DIRECTOR)



GUAM HON
OFFICE O
UFISIN#

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 COVID-19 on Guam. On March 16th, DPHSS recommended and the Governor 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
HAGÁTÑA, 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 Hagátña, Guam, this 16th day of March 2020.

Handwritten signature of Lourdes A. Leon Guerrero.

LOURDES A. LEON GUERRERO
Maga'hågan Guåhan
Governor of Guam

Attested by:

Handwritten signature of Joshua F. Tenorio.

JOSHUA F. TENORIO
Sigundo Maga'låhen Guåhan
Lieutenant Governor of Guam

