



Jerrick Hernandez <jhernandez@guamopa.com>

RE: In the Appeal of Beach Resort LLC dba Hotel Sante Fe, Guam, OPA-PA-20-005

2 messages

Fely Palomo <FELY@guamlaw.net>

Mon, Aug 24, 2020 at 2:15 PM

To: "jhernandez@guamopa.com" <jhernandez@guamopa.com>, "admin@guamopa.com" <admin@guamopa.com>

Cc: Georgette Concepcion <gbc@guamlaw.net>, Clare Leon Guerrero <Clare@guamlaw.net>, Lisa Brooks <Lisa@guamlaw.net>, "Terrence M. Brooks" <tmb@guamlaw.net>, "smiller@oagguam.org" <smiller@oagguam.org>, "gsaprocurment@gsadoa.guam.gov" <gsaprocurment@gsadoa.guam.gov>

Jerrick,

Attached are the following documents for filing on the above subject matter:

- a. Appellant's Witness List
- b. Appellant's List of Issues
- c. Appellant's Exhibit List

Please forward filed copies to this email address.

Thanks,

Felysha S. Palomo**BROOKS CONCEPCION LAW, P.C.****247 Martyr Street, Suite 101****Hagatna, Guam 96910****Phone: (671) 472-6848**

A SMART APPROACH TO LEGAL SERVICE

CONFIDENTIALITY NOTICE: The information contained in this e-mail transmission and any attachments is confidential and remains the property of Brooks Concepcion Law, P.C. until it is received by the intended recipient. If you are not the intended recipient, please note that use, further transmission or disclosure of the communication is strictly prohibited. If you have received this communication in error, please notify our office at 671-472-6848 as soon as possible, and delete it from your computer without retaining any copies. Thank you for your cooperation.

3 attachments

 **Appellant's List of Issues.pdf**
34K

 **Appellant's Witness List.pdf**
43K

 **Appellant's Exhibit List .pdf**
16764K

Jerrick Hernandez <jhernandez@guamopa.com>

Mon, Aug 24, 2020 at 3:53 PM


To: Fely Palomo <FELY@guamlaw.net>


Cc: Office of Public Accountability <admin@guamopa.com>, Georgette Concepcion <gbc@guamlaw.net>, Clare Leon Guerrero <Clare@guamlaw.net>, Lisa Brooks <Lisa@guamlaw.net>, "Terrence M. Brooks" <tmb@guamlaw.net>, "smiller@oagguam.org" <smiller@oagguam.org>, "gsaprocurment@gsadoa.guam.gov" <gsaprocurment@gsadoa.guam.gov>

confirming receipt.

[Quoted text hidden]

2 attachments

 **image001.png**
5K

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5K

1 **BROOKS CONCEPICON LAW, P.C.**
2 **247 Martyr Street, Ste. 101**
3 **Hagatna, Guam 96910**
4 **(671) 472-6848**
5 **(671) 477-5790**

6 **BEFORE THE OFFICE OF PUBLIC ACCOUNTABILITY**

7 **In the Appeal of**) **DOCKET NO. OPA-PA-20-005**
8)
9 **BEACH RESORT LLC dba THE**) **APPELLANT'S**
10 **HOTEL SANTE FE GUAM,**) **EXHIBIT LIST**
11 **Appellant**)
_____)

12 **COMES NOW**, the BEACH RESORT LLC dba The Hotel Santa Fe (“Santa Fe”), by and
13 through its counsel of record, Georgette Bello Concepcion of Brooks Concepcion Law, P.C. and
14 submits its Exhibit List for the August 31, 2020 hearing as follows:
15

- 16 1. Agency Report
- 17 2. Copy of Protest
- 18 3. Protest Response
- 19 4. Hotel Santa Fe – Contract
- 20 5. Wyndam Garden Guam – Price Quotation
- 21 6. Perlas Courte Homeowners Association and Contract
- 22 7. Onward Agana Beach Hotel – Response
- 23 8. LP Realty – Response
- 24 9. Hotel Nikko – Response
- 25 10. Core Tech International – Contract
- 26 11. Abstract
- 27 12. GSA Termination Letter to Santa Fe
- 28 13. Specifications
14. Copy of Other Correspondence included in Procurement Record
15. Santa Fe Fire Alarm System Certification
16. Santa Fe Daily Summary Record (5/16/2020 – 5/29/2020)
17. USPS Receipt
18. HSF Quarantined Guests Inv #0000078
19. HSF Quarantined Guests Inv #0000079
20. HSF Quarantined Guests Inv #0000080


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- 21. HSF Quarantined Guests Inv #0000081.
- 22. HSF Quarantined Guests Inv #0000082
- 23. HSF Quarantined Guests Inv #0000083
- 24. HSF Quarantined Guests Inv #0000084
- 25. HSF Quarantined Guests Inv #0000085
- 26. HSF Quarantined Guests Inv #0000086.
- 27. HSF Quarantined Guests Inv #0000087
- 28. HSF Quarantined Guests Inv #0000088
- 29. HSF Quarantined Guests Inv #0000089
- 30. HSF Quarantined Guests Inv #0000090
- 31. HSF Quarantined Guests Inv #0000091
- 32. GTA Invoice For Cellular Phones
- 33. Coffee Maker Receipt
- 34. Receipts for cleaning products
- 35. SantaFe 520-1
- 36. RFQ 6/5/2020

Appellant reserves the right to introduce Exhibits at the hearing for impeachment or rebuttal.

Respectfully submitted this 24thth day of August, 2020.

BROOKS CONCEPCION LAW, P.C.

By: 

Georgette Bello Concepcion, Esq.
Counsel for Appellant Santa Fe



EDWARD M. BIRN
Director (Direktot)

EDITH C. PANGELINAN
Deputy Director (Sigunda 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'hága)

JOSHUA F. TENORIO
Lt. Governor (Sigunda Maga'háhi)

This Agency Report for OPA-PA-20-005 is submitted as outlined in 2 GAR Div.4, Section 12, Section 12012,

A copy of the protest (Ref to Tab 2)

A copy of the bid or offer submitted by Appellant (None submitted as appeal is on the Solicitation part of the RFP)

A copy of the Solicitation (Ref to Tab 3)

A copy of the Abstract (Tab 4)

A copy of any other document which are relevant: (see all tabs)

GSA's response to protest (Tab 3)

Pursuant to the initial Executive Order 2020-004, the General Services Agency (GSA) was tasked with looking for a Hotel Quarantine and/or Isolation Facility consisting of 154+/- 17 rooms. GSA submitted to several hotels, a Request for Quotations (RFQ) for what they were willing to provide and the terms and conditions that the hotel needed to meet.

The Santa Fe Beach Resorts LLC, submitted an RFQ for these services. As part of their submittal, they agreed to the following terms and conditions:

IX. Early Termination.

A. By GHSiOCD. GHS.00D reserves the right to cancel or terminate this Agreement prior to its completion for any reason, including, but not limited to, the following:
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.

Termination in the Best Interest of the Government of Guam:
OHS .0CD 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 OHS OCD.

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 GHSGCD procurement officer may, when the interests of OffSDCD 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 GIIS/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.

- a. On May 27, 2020, the Government informed the hotel of severe failures of meeting the scope and terms of the agreement. These failures include, but not limited to:

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 inoperable putting our staff and guests in a potential fire risk, which does not meet safety and protection standards.

Based upon the above, and the fact that the need was for an emergency health matter, termination was done immediately.

Your memorandum dated June 9th, 2020, indicated that 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 days 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-011-14'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 even if one was provided, the other termination provisions allowed for the government to immediately terminate the purchase order. 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.

Whether an award was made after receipt of the protest.: No

A statement indicating whether the matter is the subject of a court proceeding. No



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

June 9, 2020

ACKNOWLEDGEMENT COPY

RECEIVED: ISY

Title: (b)(7)(D) - (b)(7)(F)

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

Hafa Adai Ms. Acfalle and Mr. Esteves,

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

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

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

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

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
Db, Hotel Santa Fe Guam



EDWARD M. BIRN
Director (Direktot)

EDITH C. PANGELINAN
Deputy Director (Sigundo Direktot)

**DEPARTMENT OF
ADMINISTRATION**
DIPATTAMENTON ATMENESTRASION

GENERAL SERVICES AGENCY
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LOURDES A. LEON GUERRERO
Governor (Maga'hága)

JOSHUA F. TENORIO
Lt. Governor (Sigundo Maga'áhi)

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.

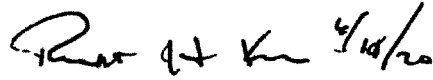
You believe that you have ten (10) days to cure your deficiencies. As stated in *In the Appeal of Basil Industrial Food Services* Appeal No OPA-PA 16-006 and OPA-PA-16-008, the Public Auditor stated:

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-011-1114's contractual terms reveals that the 10 day cure language set forth in 2 G.A.R., Div.4, Chap.6, Section 6101(8)(a) is absent. Hence Guam procurement regulations did not require GSA to provide Basil a 10 day cure period after its May 31, 2016 breach.

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

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

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


/ CLAUDIA S. ACFALLE
Chief Procurement Officer

Hotel Santa Fe - 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

\$ _____

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.

103 rooms

Occupied Room Rate

\$ 99.00

Unoccupied Holding (Reserve) Room Rate

\$ 90.00

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.

** min.*

Occupied Room Rate

\$ 99.00

60

Unoccupied Holding (Reserve) Room Rate

\$ 90.00

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 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).**



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.

F.O.B.	AR FREIGHT TEL CONTACT	SHIP VIA	DATE 5/16/2020	JOB ORDER NO. 028020025230	OBJCT 230
PREPAID-SHOW 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	INVTATION NO.	CONTRACT NO.	TIME FOR DELIVERY SEE BELOW	EXPIRING	DISCOUNT TERMS
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ITEM	DESCRIPTION OF MATERIALS	QTY	UNIT	UNIT PRICE	AMOUNT	ORDER NO.
	<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 RESTRICTIONS 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 THE 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 THIS TOTAL.</p> <p>←</p> <p>INDICATE 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. Acfalle</i></p> <p>NAME: Claudia S. Acfalle TITLE: 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.O. Box 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	OS/CL 230
PREPAID SHIPMENT SHIPPING CHARGES AS SEPARATE ITEM ON INVOICE					

ROOMS	TO: HOTEL SANTA FE BEACH RESORTS, LLC 132 LAGOON DRIVE TAMUNING, GU 96913 Telephone: 671 647-8855 Fax: 671 647-8860 Email:	VENDOR E0097179	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	DESCRIPTION	PRICE	TOTAL PRICE
		<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 ESPIA 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>		

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 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: Claudia S. Acfalle 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 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 REGISTER TEL CONTACT	SHIP VIA	DATE 5/16/2020	JOB ORDER NO. 028020025230	OBJCT 230
PREPAID-SHOW SHIPPING CHARGES AS SEPARATE ITEM ON INVOICES					

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
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<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 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>					
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<p>SPECIAL INSTRUCTIONS TO VENDOR</p> <p>B. SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACQUISITION, 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 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 96926

TRAN CODE

THIS PURCHASE ORDER NUMBER
No. 2206E00310

**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 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
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ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
<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. 					

SPECIAL INSTRUCTIONS TO VENDOR: A. SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACCOUNTS, DEPARTMENT OF ADMINISTRATION, GOVERNMENT OF GUAM, P.O. BOX 1114, AGANA, GUAM 96910. B. PAYMENT IN THIRTY (30) DAYS UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION. C. THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE. D. THIS ORDER IS SUBJECT TO THE SPECIAL PROVISIONS, AND BID GENERAL TERMS AND CONDITIONS SPECIFIED ON THIS BID. E. 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 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 96926

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-DIY/DW SHIPPING CHARGES AS SEPARATE ITEM ON INVOICE					

WARRANTY	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
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QTY	DESCRIPTION OF MATERIALS	UNIT	UNIT PRICE	AMOUNT	DISCOUNT NUMBER
***** 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 ↑ 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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GENERAL SERVICES AGENCY
DEPARTMENT OF ADMINISTRATION
GOVERNMENT OF GUAM

TRAN CODE

No. P20600010

DATE MADE
NOV 11 2019
10:00:00 AM

10/16/2019 12:28:41

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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 2850
P HAGATNA, GU 96832-0000
T
O COVID-19 MANDATORY QUARANTINE

1113

SEE BELOW

VENDOR ACKNOWLEDGEMENT

RETURN TO SUPPLY MANAGEMENT DIVISION

DATE OF RECEIPT OF THIS ORDER

5/16/2020

SIGNATURE

Barth A. Jackson

RECEIVING DEPARTMENT

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 MATERIALS TO THE PROJECT SITE.
C. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
D. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING TREES AND PLANTS.
E. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING ROADS AND DRIVEWAYS.
F. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING FENCES AND BARRIERS.

101000.00

TOTAL

DATE

SIGNATURE

C. Acfalle

Claudia S. Acfalle Chief Procurement Officer

PAGE 5 OF 5

Anita Cruz

From: Anita Cruz
Sent: Friday, May 15, 2020 10:45 AM
To: 'stay@hotelsantafeguam.com'
Cc: gsaprocurment; Anita Cruz
Subject: REQUEST FOR QUOTE - EMERENCY PROCUREMENT
Attachments: REQ - Requisition Supporting Documents for Requisition Q200280164 - ATTACHMENT TO RFQ - SPECIFICATION AND TERMS CONDITIONS.pdf

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

ATTACHED SPECIFICATIONS.

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

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

ATTACHED SPECIFICATIONS.

Anita 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: gsaprourement; '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'		
	gsaprourement	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 - EMERENCY PROCUREMENT
Attachments: REQ - Requisition Supporting Documents for Requisition Q200280164 - ATTACHMENT TO RFQ - SPECIFICATION AND TERMS CONDITIONS.pdf

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

ATTACHED SPECIFICATIONS.

Anita T. Cruz
Buyer Supervisor II



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 REFERENCE: 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 gsaprocurement@gsadoa.guam.gov

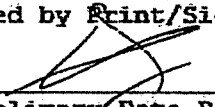
PLEASE RESPOND
BACK WITH QUOTE OR
NO QUOTE
SIYU' US MA' ASE

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
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VENDOR: WYNDHAM GARDEN GUAM W0011287 SENTRY HOSPITALITY CORP. 240 YPAO ROAD TAMUNING, GU 96913 ndecaaastro@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 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.
** Delivery Date Offered: 5/18/2020	
Terms: Prices good for: 30 Days	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 COVI9-19 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@gsadoc.guam.gov

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

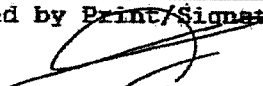
REQUEST FOR QUOTATION

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 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.

THIS IS NOT AN ORDER

ITEM	DESCRIPTION - OR EQUAL	QTY	UOM	UNIT PRICE	TOTAL PRICE	AVAILABILITY
	QUARANTINE FACILITY* FOR THE 14 DAY MANDATORY 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@gsadog.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: 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 [Signature] Signature: SUWARDI LI
Quote Date: 5/15/2020
Phone Number: 777-4764

** Delivery Date Required: 5/18/2020
** Delivery Date Offered: 5/18/2020
Terms:
Prices good for: 30 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: 5/15/2020

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.

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					

gsaprourement

From: valerie.blas@wgguaam.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@wgguaam.com" <valerie.blas@wgguaam.com>
Cc: gsaprourement <gsaprourement@gsadoa.guam.gov>, 'Sunardi Li' <sli@wgguaam.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@wgguaam.com <valerie.blas@wgguaam.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@wgguaam.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@wgguam.com' <valerie.blas@wgguam.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@wgguam.com <valerie.blas@wgguam.com>

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

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

Cc: 'Sunardi Li' <sli@wgguam.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. P206E003...

MUST APPEAR ON ALL INVOICES
 PACKING SLIP, PACKAGES &
 CORRESPONDENCE ETC.

DATE: 5/16/2020
 JOB ORDER NO: 028020029230
 ORIG: 283

VENDOR

TO:

WYNHAM GARDEN GUAM
 SENIORITY HOSPITALITY CORP.
 240 YFAC ROAD
 TAMUNING, GU 96913
 Telephone: 671 640-3000 Fax: 671 640-3059
 Email: NLEMAASTRO@WYGUAM.COM

VENDOR

WY11997

SHIP TO

CONTRACT DESCRIPTION & MARKING

GOVERNORS OFFICE
 P.O. BOX 2450
 HAGATNA, GU 96930-0010

COVID-19 MANDATORY QUARANTINE

AUTHORITY: 2113

ISSUE DATE: 5/16/2020

ISSUE BY: [blank]

DATE FOR DELIVERY: SEE BELOW

STATUS: [blank]

DOC. COUNT: 10

NAME	ARTICLES OF SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT	DOCUMENT NUMBER	FAC
	<p>THIS PURCHASE ORDER IS ISSUED TO COVER THE COST FOR: QUARANTINE FACILITY IN RESPONSE TO GOVERNMENT OF GUAM IN ORDER TO WILLING AND WORTHY OF SUCH FACILITY FOR COVID 19 FOR 14 DAY MANDATORY QUARANTINE FOR ARRIVING PASSENGERS FROM A HIGH RISK AREA.</p> <p>TO BE PAID IN AN AS NEEDED BASIS COMMENCING UPON RECEIPT OF PURCHASE ORDER EXPIRING 12/31/2020 UP UPON EXHAUSTION OF FUNDS WHICHEVER COMES FIRST.</p> <p>QUARANTINE RATE: PWT. 144 PWT. \$11.00 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>				10199777	0280200165	

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 CASH OR CREDIT.
- D. THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE.
- E. THIS ORDER IS SUBJECT TO THE SPECIAL PROVISIONS, AND BY GENERAL TERMS AND CONDITIONS SPECIFIED ON THE BID.
- F. ON ALL AIR SHIPMENTS HAVE AN AIR FREIGHT COMPANY CALL THIS NUMBER UPON ARRIVAL OF GOODS IN GUAM.

XXXXXXXXXXXX

A. SPECIAL INSTRUCTIONS
 IF TOTAL EXCEEDS THIS TOTAL

↑ TOTAL ↑

IF TOTAL EXCEEDS THIS 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. Acalle

Claudia S. Acalle Chief Procurement Officer

Control No.

ORIGINAL VENDOR COPY

Digitally Approved on: 5/16/2020

EXHIBIT 5
Page 008



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. 2206E003

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

DATE: 5/16/2020
 JOB ORDER NO: 02900025230
 OBJCT: 290

RODNEY

TO:

WYNHAM GARTEN GUAM
 SENTRY HOSPITALITY CORP.
 740 YEAO ROAD
 TAMUNING, GU 96913
 Telephone: 671 646-5000 Fax: 671 646-3159
 Email: NDEMASTR@WSSGUAM.COM

VENDOR

WSS1289

SHIP TO

CONTRACT DESTINATION & MARKING

GOVERNORS OFFICE
 P.O. BOX 2450
 HAGATNA, GU 96932-2004

COVID-19 MANDATORY QUARANTINE

AUTHORITY: 3113	ESTIMATE NO:	ISSUE NO:	TIME AND DELIVERY: SEE BELOW	EXPIRES:	EST. COUNTRY:
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ARTICLES OF SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT	DOCUMENT NUMBER	FAC
-38,000 PER DAY (ONE PERSON)						
-38,000 PER DAY (38 PERSON)						
-11 HOTEL COMPANY TAX ONLY						
QUARANTINE PAID FOR UNAUTHORIZED TRIPPING (OFFICE) ROOM:						
18,000 PER DAY 11 HOTEL COMPANY TAX OF BUSINESS TAX TRAPSE.						
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.						Government plus for accordingly

SPECIAL INSTRUCTIONS TO VENDOR

- B. SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO 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 GENERAL TERMS AND CONDITIONS SPECIFIED ON THE ORDER.
- F. ON ALL AIR SHIPMENTS HAVE AIR FREIGHT COMPANY CALL THIS NUMBER UPON ARRIVAL OF GOODS IN GUAM.

XXXXXXXXXX

↑ TOTAL ↑

A. QUOTE THE TOTAL OF THIS ORDER
 IF YOUR TOTAL DOES NOT EQUAL THIS 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. Acalle*
 NAME: Claudia S. Acalle
 TITLE: Chief Procurement Officer

Control No.

ORIGINAL VENDOR & COPY

Digitally Approved on: 5/16/2020

EXHIBIT 5
Page 009



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. 2206E093

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

DATE: 5/16/2020 JOB ORDER NO: 028020025230 OBJID: 230

REVERSE

TO:

WYNHAM COTTAGE GUAM
 SENTRY HOSPITALITY COFF.
 240 YFAG ROAD
 TAMPUNING, GU 96913
 Telephone: 671 640-3000 Fax: 671 640-3059
 Email: NLEDBASTR@GGOAM.COM

VENDOR

W00122PT

SHIP TO

CUSTOMER DESTINATION & MARKING

GOVERNORS OFFICE
 P.O. BOX 245
 HAGATNA, GU 96930 0000

COVID 19 MANDATORY QUARANTINE

AUTHORITY

ISSUE DATE

ISSUE NUMBER

DATE FOR DELIVERY
 SEE BELOW

CURRENCY

UNIT CONTRACT

ARTICLES OF SERVICES

QTY

UNIT

UNIT PRICE

AMOUNT

DOCUMENT NUMBER

TAX

AND CONDITIONS.

INCLUSIVE OF MEALS (BREAKFAST,
 LUNCH, AND DINNER)

FRESH LINEN SERVICES:

PER SHEET & TOWEL ONCE A
 WEEK.

PERSONAL LAUNDRY SERVICES OF
 UP TO 10 LBS. PER PERSON PER
 WEEK.

DECONTAMINATION OF GUEST ROOMS
 UPON CHECK-OUT IS A POSITIVE
 TESTED FOR MANDATORY QUARANTINE
 FEE'S.

AUTHORIZED PERSONNEL:

CHARLES ESTEVES 671-1201

IRVING ENRIKA 493 1361

FAIRLEY LEON GUESBREAD 671-6164

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

Government
 plus for
 accordingly

To be coordinated between the agency and vendor
 ALL LATE DELIVERIES AND ACCEPTANCES ARE SUBJECT TO THE LIQUIDATED DAMAGES CLAUSE IN SECTION
 6101(9) (a) OF THE GAR.

SPECIAL INSTRUCTIONS TO VENDOR

- B. SEND CERTIFIED MAIL AND THREE (3) COPIES OF INVOICE TO DIRECTOR OF ACQUISITION, DEPARTMENT OF ADMINISTRATION, GOVERNMENT OF GUAM, P.O. BOX 245, HAGATNA, GUAM 96930.
- C. PAYMENT IN THIRTY (30) DAYS UPON RECEIPT OF MERCHANDISE IN GOOD CONDITION.
- D. THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE.
- E. THIS ORDER IS SUBJECT TO THE SPECIAL PROVISIONS, AND BY GENERAL TERMS AND CONDITIONS SPECIFIED ON THE BID.
- F. IF 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 DATA CODES
 EXCEEDS TAB TOTAL

↑ TOTAL ↑

XXXXXXXXXXXX

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

Claudia S. Acalle Chief Procurement Officer

PAGE 3 OF 7

Control No.

ORIGINAL VENDOR COPY

Digitally Approved on: 5/16/2020

EXHIBIT 5
Page 010



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. 2206E003...

MUST APPEAR ON ALL ENVELOPES
 PACKING SLIPS, PACKAGES, ETC.
 CORRESPONDENCE ETC.

DATE: 5/16/2020 JOB ORDER NO: 024020025230 ORCL: 250

BEAR FREIGHT & INSURANCE COSTS

RODNEY

TO:

WYNTHAM GARDEN STAM
 SENIORITY HOSPITALITY CORP.
 240 YPAG ROAD
 TAMUNING, GU 96915
 Telephone: 671 640-3060 Fax: 671 646-3059
 Email: NLELAASITR@GSGUAM.COM

VENDOR

WY121287

SHIP TO

CHECK OFF DESTINATION & MARKING

GOVERNORS OFFICE
 P.O. BOX 2480
 HAGATNA, GU 96932-0000

COVID-19 MANDATORY QUARANTINE

AUTHORITY: 2113

** TRAVEL ONLY

** COMMODITIES

DATE OF DELIVERY: SEE BELOW

EXPENSE:

TELECOMM. TERMS:

ITEM	ARTICLES OF SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT	DOCUMENT NUMBER	FAC
	MARIE IWENSA 187-4742 VENTURE DRIVE 449 2591 MICHAEL JACOBSON 920-1100						
	EMERGENCY MANAGEMENT EXECUTIVE ORDER 2020-14 RELATIVE TO COVID 19						
	REF: 187-4742 HEALTH HEALTH EMERGENCY						

NOTE:

THE GOVERNMENT OF GUAM WILL NOT BE RESPONSIBLE FOR 'UNAUTHORIZED' PURCHASES OR SERVICES.

Note: Amounts due this Purchase Order may be set off 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 61.1(9) (a) OF THE GAR.

SPECIAL INSTRUCTIONS TO VENDOR

- B. SEND CERTIFIED MAIL AND THREE (3) COPIES OF INVOICE TO TAVONOR LEALACENTE, DEPARTMENT OF ADMINISTRATION, GOVERNMENT OF GUAM, P.O. BOX 884, HAGATNA, 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 ANY GENERAL TERMS AND CONDITIONS SPECIFIED ON THE BILL.
- F. ON ALL AIR SHIPMENTS HAVE AIR FREIGHT COMPANY CALL THIS NUMBER UPON ARRIVAL OF GOODS IN GUAM.

100000.00

A. THE BUYER WILL PAY FOR THE FREIGHT OF YOUR ORDER IF YOUR ORDER TOTAL EXCEEDS THIS TOTAL

TOTAL

IF YOU HAVE ANY QUESTIONS, PLEASE CALL THE BUYER'S OFFICE

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

Claudia S. Acalle Chief Procurement Officer

PAGE 4 OF 7

Control No.

ORIGINAL VENDOR'S COPY

Digitally Approved on: 5/16/2020

EXHIBIT 5
Page 011



PURCHASE ORDER
GENERAL SERVICES AGENCY
DEPARTMENT OF ADMINISTRATION
GOVERNMENT OF GUAM

148 Route 1
 Marine Drive
 H.H. Guam 96925

TRAN CODE

THIS PURCHASE ORDER NUMBER
No. P206E003

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

DATE: 5/16/2020 JOB ORDER NO: 02002025210 OBJECT: 250

VENDOR

TO:

WYNHAM GARDEN GUAM
 SENTRY HOSPITALITY CORP.
 240 YEAO ROAD
 TAMPUNG, GU 96913
 Telephone: 671 640-3060 Fax: 671 640-3059
 Email: NLEMAASTRO@WGGUAM.COM

VENDOR

W0011297

SHIP TO

DESTINATION & MARKING

GOVERNORS OFFICE
 P.O. BOX 1480
 HAGATNA, GU 96930-0000

COVID 19 MANDATORY QUARANTINE

AUTHORITY: 1119

ISS. DATE: 5/16/2020

ISS. BY: JIMMY PEREZ

TIME FOR DELIVERY: SEE BELOW

REMARKS:

ISS. COMMENTS:

ARTICLES OF SERVICES

QTY

UNIT

UNIT PRICE

AMOUNT

DOCUMENT NUMBER

FAC

THIS ORDER IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. Acknowledgment copy of this order must be secured and returned advising approximate or definite shipping date.
2. No variation of 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 "SPECIAL" or "COMPLETE".
5. Material is subject to buyer's inspection and approval within a reasonable time after delivery; if specific claims 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

- A. TWO COPIES OF ORIGINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACCOUNTS, DEPARTMENT OF ADMINISTRATION, GOVERNMENT OF GUAM, P.O. BOX 884, AGANA, GUAM 96916.
- B. PAYMENT IN THIRTY (30) DAYS UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION.
- C. THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE.
- D. * THIS ORDER IS SUBJECT TO THE SPECIAL PROVISIONS, AND BID GENERAL TERMS AND CONDITIONS SPECIFIED ON THE BID.
- E. * ON ALL AIR SHIPMENTS HAVE AIR FREIGHT COMPANY CALL THIS NUMBER UPON ARRIVAL OF GOODS IN GUAM.

100000.00

A. CHECK FOR THIS ORDER IF WORK IS NOT COMPLETED BY THIS DATE.

TOTAL

PLEASE PRINT AND SIGNATURE

SIGNATURE:

C. Acalle

Claudia S. Acalle Chief Procurement Officer

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:

PAGE 5 OF 6

Control No.

ORIGINAL VENDOR'S COPY

Digitally Approved on: 5/16/2020

EXHIBIT 5
Page 012



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. 2206E003

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

DATE	JOB ORDER NO.	ORIG.
5/16/2020	028-020025230	250

VENDOR

TO:

WYNHAM GARDEN GUAM
 SENTRY HOSPITALITY CORP.
 140 YERO ROAD
 TAYUNING, GU 96913
 Telephone: 671 640-3069 Fax: 671 640-3059
 Email: MLECASTR@WSSGUAM.COM

VENDOR

WSSGUAM

SHIP TO

CONTRACT DESIGNATION & MARKING

GOVERNOR'S OFFICE
 P.O. BOX 1960
 HAGAÑA, GU 96930 0000

COVID-19 MANDATORY QUARANTINE

AUDIT ONLY
 2113

ISSUE/REVISIONS	ISSUE CHARACTER	DATE FOR REVIEW	EXP. DATE	FILE NUMBER
		SEE BELOW		

ARTICLES OF SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT	DOCUMENT NUMBER	FAC
----------------------	-----	------	------------	--------	-----------------	-----

RECEIVED BY THE GOVERNMENT

RETURN TO SUPPLY MANAGEMENT DIVISION

DATE OF RECEIPT OF THIS ORDER: _____

SIGNATURE: _____

RECEIVED BY THE VENDOR

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

DATE RECEIVED: _____ SIGNATURE: _____

SPECIAL INSTRUCTIONS TO VENDOR

- B. SEND CERTIFIED MAIL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACCOUNTS, DEPARTMENT OF ADMINISTRATION, GOVERNMENT OF GUAM, P.O. BOX 894, HAGAÑA, 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 HIS GENERAL TERMS AND CONDITIONS SPECIFIC ON THE FILE.
- F. * ON ALL AIR SHIPMENTS HAVE AIR FREIGHT COMPANY CALL THIS NUMBER UPON ARRIVAL OF GOODS IN GUAM.

100000.00

TOTAL

A. THE TOTAL PRICE FOR THIS ORDER IS YOUR ESTIMATE. IT DOES NOT EXCEED THE 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. Acalle*
 Claudia S. Acalle 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@wgg Guam.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.

1 RFQ Sentry Hospitality

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

3 RFQ Sentry Hospitality

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

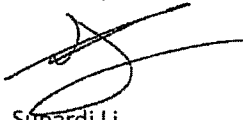


along with heart felt messages that we collected from students and our employee kids to show our appreciation for their heroic deeds.

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@wggum.com. Thank you for your consideration, we look forward to your reply.

Sincerely,



Sunardi Li
President

Sentry Hospitality Corporation, dba:

Cell: 777-4764

Email: sli@wggum.com

Wyndham Garden Guam
240 Ypao Road
Tamuning, Guam 96913
Tel: 646-3060 / Fax: 646-3059

Days Inn
155 Ypao Road
Tamuning, Guam 96913
Tel: 646-3297 / Fax: 646-3298

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

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@gsados.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 #: REQ20001593 Date: 5/12/2020

VENDOR: PERLAS COURTE HOMEOWNERS ASSN. 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.
 P0097932 AND THE OFFICE OF THE ATTORNEY GENERAL, 287 WEST O'BRIEN DR. HAGAFA, GU 96910
 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 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: 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
	QUARANTINE FACILITY FOR THE 14 DAY MANDATORY 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@gsados.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:

Barthley 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
** Delivery Date Offered: | compliance with Title 5 G.C.A. Chapter 5 - 5801 and 5802
Wage Determination, and that the attached is the most
Terms: | recent issued by U.S. D.O.L. for the positions required
to implement the required service as per the following
Prices good for: _____ Days | specification.

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

Signature

Date:

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

THIS 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 gsaprocurement@gsadoa.guam.gov

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: Q200260164 RFQ #: RFQ20001593
 Date: 5/12/2020

VENDOR: PERLAS COURTE HOMEOWNERS ASSN. P0097932
 AND THE OFFICE OF THE ATTORNEY GENERAL, 257 WEST O'BRIEN DR. HAGATNA, GU 96910
 Phone (671) 646-7257 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: _____ 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 - 5501 and 5502 Wage Determination, and that the attached is the most recent issued by U.S. D.C.E. 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 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 gsaprourement@gsadoa.guam.gov

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: Q200250164
 RFQ #: RFQ20001593
 Date: 5/12/2020

VENDOR: PERLAS COURTE HOMEOWNERS ASSN. P0997962
 AND THE OFFICE OF THE ATTORNEY GENERAL, 257 WEST O'BRIEN DR. HAGATNA, GU 96910
 Phone (671) 646-7257 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: _____ 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 - 5501 and 5502 Wage Determination, and that the attached is the most recent issued by U.S. D.C.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
	QUARANTINE FACILITY" FOR THE 14 DAY MANDATORY 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

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

REQUEST FOR QUOTATION

BUYER : Cruz, Anita E - GSA
 TELEPHONE: 475-1718 FAX NO.: 475-1727

Please respond as soon possible Requisition Number: Q200200164 Date: 5/12/2020
 but no later than: 5/15/2020 RFQ #: RFQ20001593

VENDOR: PERLAS COURTE HOMEOWNERS ASSM. 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.

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					



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. P206E00342

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

FOR	PERMIT REL CONTACT	SHIP VIA	DATE	JOB ORDER NO.	GRANT
			5/27/2020	028020025230	250

VENDOR	TO:	VENDOR	CONSIGNEE, DESTINATION & MARKING
	BRIDGE AINA LE'A, LLC PMB 29 BOX 10311 SAIPAN, MP 96950	B0012601	GOVERNORS OFFICE P.O. BOX 2950 HAGATNA, GJ 96932-0000
	Telephone:	Fax:	
	Email: CRISTIE@CCNMI.COM		COVID-19 MANDATORY QUARANTINE

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

<p>THIS PURCHASE ORDER IS ISSUED TO COVER THE COST FOR SECURED LODGING FOR MEDICAL STAFF. HOUSING STAFF WHO HAVE SUSTAINED INFRACTIONS 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</p>	40000.00	0200280162
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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 584, 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>	XXXXXXXXXXXX	<p>A. DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL.</p> <p>↑ TOTAL ↑</p> <p>INSERT CHANGES AND RETURN THIS ORDER FOR AMENDMENT.</p>
<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</p> <p><i>Claudia Acalle</i></p> <p>NAME: Claudia Acalle Chief Procurement Officer</p>

Control No.

ORIGINAL/VENDOR'S COPY



PURCHASE ORDER
GENERAL SERVICES AGENCY
DEPARTMENT OF ADMINISTRATION
GOVERNMENT OF GUAM

128 Route 1
 Marina Drive
 Piti, Guam 96926

TRAN CODE

THIS PURCHASE ORDER NUMBER

No. 2206200342

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

PO NO.	IF AIR FREIGHT IS CONTACT # BY VIA	DATE	JOB ORDER NO.	OBJCT
		5/27/2020	028020025234	230

VENDOR	TO: BRIDGE AINA LE'A, LLC PMB 29 BOX 10091 SAIPAN, MP 96953	VENDOR E0012601	CONSIGNEE, DESTINATION & MARKING GOVERNORS OFFICE P.O. BOX 2950 HAGATNA, GU 96932-0000
	Telephone: Email: CRISTINA@GCCNMI.COM	Fax:	COVID-19 MANDATORY QUARANTINE

AUTHORITY 3113	** INVITATION NO.	** CONTRACT NO.	TIME FOR DELIVERY SEE BELOW	EXPIRING	DISCOUNT TERMS:
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AUTHORIZED PERSONNEL:
 CHARLES ESTEVES 687-4921
 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 of Guam inclusive of but not limited to taxes, fees, and returned checks plus for other damages, penalties, and Attorney's fees, after failure to pay accordingly.
 ALL LATE DELIVERIES AND ACCEPTANCES ARE SUBJECT TO THE LIQUIDATED DAMAGES CLAUSE IN SECTION 6101(9) (a) OF THE GAR.

SPECIAL 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 424, 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 NO GENERAL TERMS AND CONDITIONS SPECIFIED ON THIS BID. F. * ON ALL AIR SHIPMENTS HAVE AIR FREIGHT COMPANY CALL THE NUMBER UPON ARRIVAL OF GOODS IN GUAM.	40000.00	A. DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL. **SEE 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. Achalle</i> Claudia S. Achalle NAME: Achalle 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
 Hll, Guam 96925

TRAN CODE

THIS PURCHASE ORDER NUMBER

No. P296800342

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

FOR	AR/FREIGHT CONTACT	SHIP VIA	DATE	ISS ORDER NO	ORIGL
			5/27/2020	028020025238	230

TO: BRIDGE AINA LE'A, LLC PMB 29 BOX 10001 SAIPAN, MP 96950 Telephone: Email: CRISTIBCCNRMI.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	INVTATION NO.	CONTRACTING NO.	TIME FOR DELIVERY SEE BELOW	EXPIRING	DISCOUNT TERMS
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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 884, ASANA, GUAM 96910. C. PAYMENT IN FULL (30) DAYS UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION. D. THE 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 THE NUMBER UPON ARRIVAL OF GOODS IN GUAM.	40000.00	A. DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL.
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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. Acifalle</i> Claudia S. Acifalle, Chief Procurement Officer
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Control No.

ORIGINAL/VENDOR'S COPY



PURCHASE ORDER
 GENERAL SERVICES AGENCY
 DEPARTMENT OF ADMINISTRATION
 GOVERNMENT OF GUAM

128 Route 1
 Marina Drive
 Piti, Guam 96925

TRAN CODE

THIS PURCHASE ORDER NUMBER

No. **2206200342**

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

F.O.B.	BY AIR FREIGHT E.L. CONTACT	SHIP VIA:	DATE	JOB ORDER NO.	CE/SL
			5/27/2020	028020025230	230

VENDOR	TO:	VENDOR	CONSIGNEE, DESTINATION & MARKING
	BRIDGE AINA LE'A, LLC PMB 29 BOX 10001 SAIPAN, MP 96959 Telephone: Fax: Email: CRISTI@GCCNMI.COM	B0012601	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		

* * * * *	
VENDOR ACKNOWLEDGMENT	
RETURN TO SUPPLY MANAGEMENT DIVISION	
DATE OF RECEIPT OF THIS ORDER	5/27/2020
SIGNATURE	<i>Man Banta</i>
* * * * *	
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 VENDORS: B. SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACCOUNTS, DEPARTMENT OF ADMINISTRATION, GOVERNMENT OF GUAM, P.O. BOX 881, 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. IF THIS ORDER IS SUBJECT TO THE SPECIAL PROMOSION, AND BID GENERAL TERMS AND CONDITIONS SPECIFIED ON THIS BID. F. IF ON ALL AIR SHIPMENTS HAVE AIR FREIGHT COMPANY CALL THE NUMBER UPON ARRIVAL OF GOODS IN GUAM.	40000.00 ↑ TOTAL ↑	A. DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL MAKE 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. Acfalle</i> Claudia S. Acfalle Chief Procurement Officer
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Control No.

ORIGINAL/VENDOR'S COPY

Lourdes A. Leon Guerrero
Governor

GSA GENERAL SERVICES AGENCY (Añensian Setbision Hinirat)

Joshua F. Tenorio
Lt. Governor

Government of Guam

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

Edward M. Birn
Director, DOA

Edith C. Fangelinan
Deputy Director, DOA

5/27/2020
ISSUE DATE

VENDOR: PERLAS COURTE HOMEOWNERS ASSN.
AND THE OFFICE OF THE ATTORNEY
GENERAL, 297 WEST O'BRIEN DR.
MAGATNA, 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.D., Ocean Freight, F.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. Acfalle
Chief Procurement Officer

DKA 273
Please fax or email back to GSA

ACKNOWLEDGMENT COPY
(PLEASE PRINT)

Received by: Maria Branta

Date: May 25, 2020

Vendor Name: Bridge Area Inc, LLC

Fax: 671-472-4217
Email: gsaprocurement@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.

DM
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^{TA}, 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.

Handwritten signature or initials in the bottom right corner of the page.

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.

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

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

A. General Liability. GHS/OCD and the government of Guam assume no liability for any accident or injury that may occur to Hotel, its agents, dependents, or personal property while in execution of duties under this Agreement.

B. Prior Work. GHS/OCD and the government of Guam shall not be liable to Hotel for any services performed by Hotel prior to the approval of this Agreement by the Procurement Officer and the Hotel hereby expressly waives any and all claims for compensation for acts performed in expectation of this Agreement prior to its approval by the Governor of Guam.

C. GHS/OCD not Liable. GHS/OCD assumes no liability for any accident, loss, claim, judgment, action or injury that may occur to the Hotel and/or the Hotel's Partner's, officers, directors, agents, servants, subcontractors and/or employees, and/or to the personal property of any such person or entity, arising out of the performance of services under this Agreement except to the extent caused or contributed to by the negligent act or omission of GHS/OCD.

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

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

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

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

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

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

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

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

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

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

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

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

C. Insurance. Hotel shall maintain at the Hotel's expense all necessary insurance for its employees including but not limited to Workman's Compensation, Errors and Omissions, and liability insurance for each employee as required under U.S. and Guam Law and the mandates of the underlying RFP to this Agreement. Hotel agrees to hold harmless and indemnify GHS/OCD, its officers, directors, employees, agents, representatives, successors and assigns, for any and all claims, demands, costs, losses, fees, penalties, interest, or damages, including attorney's fees, which may be brought or asserted due to: (i) any injury, death, or property damage arising from the negligence or other wrongful or tortuous acts of Hotel or Hotel's employees, officers, contractors, directors, agents, representatives, successors, or assigns; or (ii) Hotel's failure to comply with terms of this subparagraph B.

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.

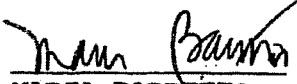
XLIII. Indemnification. To the fullest extent permitted by law the Hotel shall indemnify and hold harmless the government of Guam, GHS/OCD, its Contractors and Subcontractors, if any, and the agents and employees of any of them, from and against claims, damages, losses, expenses, actions, recoveries,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


MARIA BARRETTO
(PROPERTY MANAGER)

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

PLEASE RESPOND
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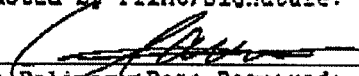
REQUEST FOR QUOTATION

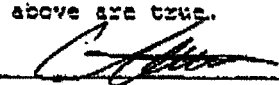
BUYER : Cruz, Anita T - GSA
TELEPHONE: 475-1713 FAX NO.: 475-1727

Please respond as soon possible! Requisition Number: Q200230164 Date: 5/12/2020
but no later than: 5/15/2020 RFQ #: RFQ20001593

VENDOR: ONWARD AGANA BEACH HOTEL | PLEASE FURNISH PRICE QUOTE, DELIVERY TIME
Q2386001 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.
Note: No Quotation provided due to
ongoing repairs/upgrade to elevators and
Opening of Hair Salon

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

Quoted by Print/Signature: | Quote Date: | Phone Number:
 No Quote | No Quote | 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
** Delivery Date Offered: | compliance with Title 5 G.C.A. Chapter 5 - 5501 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.
Terms: | Therefore, under penalty of perjury, I certify that the
facts stated above are true.
N/A | Signature *  Date: 5/19/2020
Prices good for: _____ Days
N/A

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
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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: ONWARD AGANA BEACH HOTEL O2336001 445 GOV. C.CARLOS CAMACHO RD. TAMUNING, GU 96913	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) 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:

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	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 gsaprocurment@gsadoa.guam.gov

PLEASE RESPOND
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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 02336001 445 GOV. C.CARLOS CAMACHO RD. TAMUNING, GU 96913	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) 647-7777 Fax (671) 646-1724	

Quoted by Print/Signature:	Quote Date:	Phone Number:
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** 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
	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
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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
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
	\$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					

EXHIBIT 7

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

PLEASE RESPOND
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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
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** 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 697-4821					
	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
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: 5/12/2020
but no later than: 5/15/2020 RFQ #: RFQ20001593

VENDOR: ONWARD AGANA BEACH HOTEL | PLEASE FURNISH PRICE QUOTE, DELIVERY TIME
02336001 445 GOV. C.CARLOS CAMACHO RD. | AND TERMS BASED ON F.C.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.C.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
	INCLUSIVE OF THE ATTACHED SPECIFICATIONS AND TERMS AND CONDITIONS					
	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
 gsaprocmement@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: ONWARD AGANA BEACH HOTEL O2336001 445 GOV. C.CARLOS CAMACHO RD. TAMUNING, GU 96913	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) 647-7777 Fax (671) 646-1724	

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					

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).

Anita Cruz

From: Anita Cruz
Sent: Tuesday, May 12, 2020 6:02 PM
To: 'marilynquenga@onwardbeach.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
	'marilynquenga@onwardbeach.com'	
	gsaprocurment	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 RFP must reference the Requisition Number. Please send any correspondences to gsaprocurement@gsadea.guam.gov

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

SPECIFIC FOR QUOTATION

OWNER : Cruz, Anita C - GSA
TELEPHONE: 475-1723 FAX NO.: 475-1727

Please respond as soon possible. Requisition Number: Q200280164		Date:
due no later than: 5/18/2020 12:00 PM		5/18/2020
VENDOR: ONWARD AGANA BEACH HOTEL ADDRESS: 945 GOV. CARLOS CAMACHO BL. TINCORPUS, GU 96933	PLEASE FURNISH PRICE QUOTE, DELIVERY TIME AND TERMS BASED ON F.O.B. ESTIMATION FOR THE ITEMS LISTED ABOVE. WEAPY APPROVE IT THE ABOVE QUOTE.	
Phone (671) 647-1727 Fax (671) 646-1724		
Quoted By: Anita C. Cruz	Quote Date:	Phone Number:
Delivery Date Required: Delivery Date Offered: Terms: Prices good for _____ days	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.R. Chapter 5 - 5601 and 5602 Regs. Interpretation, and that the attached is the most recent issued by U.S. D.O.C. for the products required to implement the requested service as per the following specifications. Therefore, under penalty of perjury, I declare, that the facts stated above are true.	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 QUOTE	QTY	UNIT PRICE
1 1000 PURCHASE ORDER IS ISSUED TO COVER THE COST FOR QUARANTINE FACILITY IN RESPONSE TO THE GOVERNMENT OF GUAM IN ORDER TO UTILIZE AND REOPENERS SUCH FACILITY FOR COVID-19 FOR 14 DAY MANDATORY QUARANTINE FOR ARRIVING TRAVELERS FROM A COVID-19 AFFECTED AREA.	1000	

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

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.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: 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
	'lprealty@gmail.com'		
	gsaprocurment	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 REPOOND NO LATER THAN 5/13/20 AT 12:00PM NOON. THIS IS AN EMERGENCY PROCUREMENT

Anita T. Cruz
Buyer Supervisor II



Anita Cruz

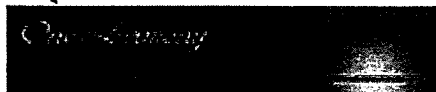
From: Marilyn Palarca <marilyn.palarca@nikkoguam.com>
Sent: Thursday, May 14, 2020 9:20 AM
To: Anita Cruz
Cc: gsaprourement
Subject: RE: REVISED REQUEST FOR QUOTE HOTEL NON-CONGREGATE SHELTERS

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"

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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-CONCREGATE SHELTERS. THIS IS AN EMERGENCY PROCUREMENT. PLEASE RESPOND WITH A "QUOTE" OR "NO QUOTE" BY:

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

Anita T. Cruz
Buyer Supervisor II



Anita Cruz

From: Anita Cruz
Sent: Tuesday, May 12, 2020 10:32 AM
To: 'rmrsvn@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-ISOFAC-ACF.docx; TERMS & CONDITIONS HOTEL SERVICES.doc

Tracking:	Recipient	Delivery
	'rmrsvn@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 gsaprocltment@gsadag.guam.gov

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

REQUEST FOR QUOTATION

BTWER : Cruz, Anita T - GSA
TELEPHONE: 475-2113 FAX: 475-2107

Please respond as soon possible. Requisition Number: Q200280164 but no later than: 5/12/2020 12:00 PM to RFQ20001593		Date: 5/12/2020		
VENDOR: HOTEL NIKEL HOTEL 77006701 ATTN: THE COMPTROLLER P O BOX 13839 TAMMINGO, GT 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: 671-648-2315 Fax: (671) 646-2332				
Quoted by Print Signature:	Quote Dates:	Phone Number:		
** Delivery Date Required: The party making the foregoing bid is genuine and that said bidder agrees, that she, are full, true and in compliance with Title 8 C.G.R. Chapter 5 - 5101 and 5202 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, upon payment of payment, I certify, that the facts stated above are true.				
Price good for: _____ Days				
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 SOCIAL	UNIT PRICE	TOTAL PRICE	AVAILABILITY
-	BLANEST PURCHASE AGREEMENT DRAWN UP AS SETTED BASIS ON RESPONSE TO THE REQUEST BY SUPM REGARDING OUR 10 OWNERS AND OPERATOR OF TRUSS ROAD SOLAR FACILITIES IN TILES 10 LITERS AND REWAPED SLOP FACILITIES FOR OMS-12 MAINTENANCE AND TREATMENT FACILITIES SUCH AS WATER	1,000		

Total Pages : 3

Total Pages Confirmed : 3

No.	Job	Remote Station	Start Time	Duration	Pages	Line	Mode	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: 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 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 | Requisition Number: Q200280164 | Date: |
but no later than: 5/15/2020 | RFQ #: RFQ20001593 | 5/12/2020 |

VENDOR: HOTEL NIKKO GUAM | PLEASE FURNISH PRICE QUOTE, DELIVERY TIME |
NS226701 ATTN: THE CONTROLLER | AND TERMS BASED ON F.O.B. DESTINATION FOR |
P O BOX 12819 | THE ITEMS LISTED BELOW. PLEASE RESPOND BY |
TAMUNING, GU 96931 | THE ABOVE DATE. |

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

Quoted by Print/Signature: | 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 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 gsaprocmurement@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 gsaprocmurement@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
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					

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. 2206E0332E

MUST APPEAR ON ALL INVOICES
 PACKING SLIPS PACKAGES BY
 CORRESPONDENCE ETC

DATE: 5/21/2020 JOB ORDER NO: 025020125233
 OBJ: 230

* ALL PRICES IN CONTACT SHEET

VENDOR

TO:

CORE TECH INTERNATIONAL
 389 SOUTH MARINE CORPS DRIVE
 SUITE 400
 TAMPUNING, GU 96913
 Telephone: 671 473-3000 Fax: 671 473-5500
 Email:

VENDOR

0796647

SHIP TO

CONSIGNEE IDENTIFICATION & MARKING

GOVERNORS OFFICE
 P.O. BOX 2460
 HAGATNA, GU 96930-0060

COVID-19 MANDATORY QUARANTINE

AMOUNT: 3112

** UNPAID

** CONTRACT

TIME FOR DELIVERY
 SEE BELOW

EXPIRES:

DISCOUNTS:

ARTICLES OF SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT	DOCUMENT NUMBER	FAC
<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 REINFORCE SUCH FACILITIES FOR COVID 19 FOR 14 DAY MANDATORY QUARANTINE FOR ARRIVING PASSENGERS FROM A COVID 19 Affected Areas...</p> <p>TO BE PAID ON AN AS NEEDED BASIS DEPENDS UPON RECEIPT OF PURCHASE ORDER AND EXISTING BALANCE OR UPON EXHAUSTION OF FUNDS WHICHEVER OCCURS FIRST.</p> <p>QUARANTINE RATE: EST. 177 PER. OCEANVIEW/HAYVIEW 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>				100,000.00	025020125	

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, HAGATNA, 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. IF THIS ORDER IS SUBJECT TO THE SPECIAL PROVISIONS, AND BY GENERAL TERMS AND CONDITIONS SPECIFIED ON THE BID.
- F. IF ON ALL AIR SHIPMENT HAVE AIR FREIGHT COMPANY CALL THIS NUMBER UPON ARRIVAL OF GOODS IN GUAM.

XXXXXXXXXX

A. DEDUCTIBLE THIS ORDER IF YOUR TOTAL COST EXCEEDS THE TOTAL

↑ TOTAL ↑

SEE REVERSE SIDE FOR DETAILS

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. Adalle

Claudia S. Adalle Chief Procurement Officer

PAGE 1 OF 5

Control No.

ORIGINAL VENDOR 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.

DATE: 5/21/2020 JOB ORDER NO: 028020025230

230

* AIR FREIGHT COMPANY SHIP VIA

VENDOR

TO:

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

VENDOR
 00096647

SHIP TO

COVER SHEET, DESTINATION & MARKING
 GOVERNORS OFFICE
 P.O. BOX 2450
 HAGATNA, GU 96932-0000

COVID-19 MANDATORY QUARANTINE

AUTHORITY
 3113

** INVITATION NO

** CONTRACT NO.

TIME FOR DELIVERY
 SEE BELOW

EXPIRES:

DISCOUNT TERMS:

ITEM	ARTICLES OF SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT	DOCUMENT NUMBER	FACTOR
	<p>\$140.00 PER PERSON - \$30.00 PER PERSON ADDITIONAL FOR OCCUPIED ROOM RATE.</p> <p>UNOCCUPIED HOLDING (RESERVED) ROOM RATE: \$40.00 PER PERSON (HOTEL COMPANY TAX NOT INCLUDED).</p> <p>FULLY SUPPLIED ROOM: 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 L. PASS.</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 plus for accordingly, 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>						

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 834, HAGATNA, 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 THE REQ.
- F. * ON ALL AIR SHIPMENTS HAVE AIR FREIGHT COMPANY CALL 7-85 NUMBER UPON ARRIVAL OF GOODS IN GUAM.

XXXXXXXXXXXX

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

↑ TOTAL ↑

FOR CHANGE OF TERMS AND
 CONDITIONS CONTACT THE

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. Arzelle

Claudia S. Arzelle Chief Procurement Officer

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 COMPANY SHIP VIA	DATE	JOB ORDER NO	OBJCT
		5/21/2020	029020029230	280

VENDOR

TO:

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

VENDOR

00996647

SHIP TO

CONSIGNEE DESTINATION & MARKING

GOVERNORS OFFICE
 P.O. BOX 2850
 HAGATNA, GU 96932-0000

COVID-19 MANDATORY QUARANTINE

AUTHORITY	** LIMITATION OF	** CONTRACT NO.	TIME FOR DELIVERY	PACKING	DISCOUNT TERMS
3112			SEE BELOW		

ITEM	ARTICLES OF SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT	DOCUMENT NUMBER	FAC
	<p>AUTHORIZED PERSONNEL: CHARLES ESTEVES 687-4811 TEC ESPITA 483-1301 RAIFICH LEON GUERRERO 671 6864 MARTA QUENGA 484-4741 LEMILLE CALVO 489 1881 MICHAEL TRATERON 484-1111</p> <p>INCLUSIVE OF THE ATTACHED SPECIFICATIONS & TERMS AND CONDITIONS.</p> <p>EMERGENCY PROCUREMENT EXECUTIVE ORDER 2020-04 RELATIVE TO COVID 19</p> <p>RFP: 19 GCA 19418 PUBLIC HEALTH EMERGENCY A01E:</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 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 6111(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 284, HAGATNA, 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 B.D.</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>
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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>Claudia S. Acalle 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. 2206E03326

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

DATE: 5/31/2020 JOB ORDER NO: 029020-25230

230

* AIR FREIGHT COMPANY: SHIPVIA

VENDOR

TO:

SCORE TECH INTERNATIONAL
 389 SOUTH MARINE CORPS DRIVE
 SUITE 400
 TAMPUNING, GU 96913
 Telephone: 671 473-5000 Fax: 671 473-5500
 Email:

VENDOR
 00996647

SHIP TO

GOVERNOR'S OFFICE DESTINATION & MAILING
 GOVERNOR'S OFFICE
 P.O. BOX 2450
 HAGATNA, GU 96932-0000

COVID-19 MANDATORY QUARANTINE

AUTHORITY: 5113

** UNLAWFUL

** CONTRACTUAL

TIME FOR DELIVERY: SEE BELOW

EXPIRING:

DISCOUNT ITEMS:

ITEM	ARTICLES OF SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT	DOCUMENT NUMBER	FAC
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 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 THE BID.
- F. * ON ALL AIR SHIPMENTS HAVE AIR FREIGHT COMPANY CALL THIS NUMBER UPON ARRIVAL OF GOODS IN CLEAR.

100000.00

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

TOTAL

FOR CHANGE IN ORDER, THE BUYER MUST CONTACT THE SELLER FOR AGREEMENT

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

PAGE 4 OF 5

Control No.

ORIGINAL/VENDOR'S COPY

Digitally Approved on: 5/31/2020

EXHIBIT 10
Page 006



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. 2206203326

MUST APPEAR ON ALL INVOICES
 PACKING SLIPS PACKAGES BY
 CORRESPONDENCE ETC

FOR	FOR APPROVAL BY (NAME)	DATE	JOB ORDER NO	OBJCT
		5/21/2020	020202025230	280

VENDOR

TO:

CORE TECH INTERNATIONAL
 388 SOUTH MARINE CORPS DRIVE
 SUITE 400
 TAMPUNING, GU 96913
 Telephone: 671 473-3000 Fax: 671 473-5500
 Email:

VENDOR

00096647

SHIP TO

NUMBER OFF DESTINATION & MARKING

GOVERNORS OFFICE
 P.O. BOX 2450
 HAGATNA, GU 96932-0000

COVID-19 MANDATORY QUARANTINE

AUTHORITY	** LIMITATION NO	** CONTRACT NO	TIME FOR DELIVERY	EXPIRES	ACCOUNT TERMS
3112			SEE BELOW		

ARTICLES OF SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT	DOCUMENT NUMBER	FAC
VENDOR ACKNOWLEDGEMENT						
RETURN TO SUPPLY MANAGEMENT DIVISION						
DATE OF RECEIPT OF THIS ORDER						
SIGNATURE _____						
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: _____			

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 384, 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 THE BID. F. * ON ALL AIR SHIPMENTS HAVE AIR FREIGHT COMPANY CALL THIS NUMBER UPON ARRIVAL OF GOODS IN GUAM.	100300.00 ↑ TOTAL ↑	A. USE ONLY FOR THIS ORDER IF YOUR DATA COST EXCEEDS THIS TOTAL *
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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 Claudia S. Acasalle NAME TITLE Chief Procurement Officer
---	--	--

Control No.

ORIGINAL VENDOR'S COPY

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.

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 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 GHSJ 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 Whistle blower Act applies to this Agreement and to all Hotel's actions pertaining to this Agreement. The False Claims and Whistle blower Act was passed as Public Law 34-116, Chapter III, Section 20 (lapsed into law August 24, 2018) and codified at Title 5 GCA Chapter 37.

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

A. General Liability. GHS/OCD and the government of Guam assume no liability for any accident or injury that may occur to Hotel, its agents, dependents, or personal property while in execution of duties under this Agreement.

B. Prior Work. GHS/OCD and the government of Guam shall not be liable to Hotel for any services performed by Hotel prior to the approval of this Agreement by the Procurement Officer and the Hotel hereby expressly waives any and all claims for compensation for acts performed in expectation of this Agreement prior to its approval by the Governor of Guam.

C. GHS/OCD not Liable. GHS/OCD assumes no liability for any accident, loss, claim, judgment, action or injury that may occur to the Hotel and/or the Hotel's Partner's, officers, directors, agents, servants, subcontractors and/or employees, and/or to the personal property of any such person or entity, arising out of the performance of services under this Agreement except to the extent caused or contributed to by the negligent act or omission of GHS/OCD.

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

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

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

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

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

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

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

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

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

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

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

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

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.

I CERTIFY THAT THE FOREGOING STATEMENT OF INFORMAL QUOTATION IS TRUE AND CORRECT AND PRICES CHARGED ARE JUST, FAIR AND REASONABLE, AND THE BEST OBTAINABLE FOR THE DESCRIBED BELOW.

DOCUMENT NO.: Q200280164 APPROPRIATION NO.: 5100G200280E0025230

Cruz, Anita T - GSA 5/16/2020 BUYER DATE

REMARKS:
 3113 EMERGENCY PROCUREMENT
 EXECUTIVE ORDER 2020-04
 REF: PUBLIC HEALTH EMERGENCY 10 GCA 19403
 QUARANTINE FACILITY FOR 98 ROOMS

Vendor No: 02336001 Vendor Name: ONWARD AGAMA BEACH HOTEL 445 GOV. C. CARLOS CANACH TAMUNING, GU 96913	Vendor No: 80011287 Vendor Name: WINDHAM GARDEN GUAM SENTRY HOSPITALITY CORP. 240 TPAO ROAD TAMUNING, GU 96913	Vendor No: F0097832 Vendor Name: PERLAS COURTE HOMEOWNERS AND THE OFFICE OF THE AT GENERAL, 287 WEST O'BRIE HAGATNA, GU 96910
Point of Contact: NO RESPONSE Date: Phone: 671 647-7777 Fax #: 671 646-1724 Delivery:	Point of Contact: VALERIE Date: 5/15/2020 Phone: 671 646-1060 Fax #: 671 646-1059 Delivery:	Point of Contact: MARIA BARRETO Date: 5/15/2020 Phone: 671 646-7257 Fax #: 671 646-7257 Delivery:

DESCRIPTION	QTY	UNIT	QTY	UNIT PRICE	EXTENSION	QTY	UNIT PRICE	EXTENSION	QTY	UNIT PRICE	EXTENSION
** NO QUOTE **											
BLANKET PURCHASE AGREEMENT DRAWN ON AS NEEDED BASIS IN QUARANTINE FACILITY IN RESPONSE TO THE GOVERNMENT OF GUAM IN ORDER TO UTILIZE AND REPURPOSE SUCH FACILITY FOR COVID-19 FOR 14 DAY MANDATORY QUARANTINE FOR ARRIVING PASSENGER FROM A COVID-19 AFFECTED AREAS.. TO BE DRAWN ON AN AS NEEDED BASIS COMMENCING UPON RECEIPT OF PURCHASE ORDER AND EXPIRING ON 8/16/20 OR UPON EXHAUSTION OF FUNDS WHICHEVER OCCURS FIRST. QUARANTINE RATE: EST. 98 RRS. \$99.00 PER OCCUPIED ROOM \$90.00 PER UNOCCUPIED ROOM TO INCLUDE MEALS (BREAK, LUNCH, & DINNER); LAUNDRY SERVICES: EACH ROOM TO BE PROVIDED WITH PHONE SERVICES FOR LOCAL CALLS ONLY; CLEANING SUPPLIES FOR EACH ROOM SUCH AS DISINFECTANT SPRAY, TOILET BRUSH, TOILET CLEANER AND 2 BAGS. 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 INCLUSIVE OF THE ATTACHED SPECIFICATIONS AND TERMS AND CONDITIONS EMERGENCY PROCUREMENT EXECUTIVE ORDER 2020-04 RELATIVE TO COVID-19 REF: 10 GCA 19403 PUBLIC HEALTH EMERGENCY	1	JOB	1			1			1		
Tot. Costs Amt. Disc. Loc.Pref.10 Loc.Pref.15 Net Total											

I CERTIFY THAT THE FOREGOING STATEMENT OF INFORMAL QUOTATION IS TRUE AND CORRECT AND PRICES CHARGED ARE JUST, FAIR AND REASONABLE, AND THE BEST OBTAINABLE FOR THE DESCRIBED BELOW.

DOCUMENT NO.: Q200280164 APPROPRIATION NO.: 5100G200280E0025230

Cruc, Anita T - GSA 5/16/2020
 BUYER DATE
 REMARKS:
 3113 EMERGENCY PROCUREMENT
 EXECUTIVE ORDER 2020-04
 REF: PUBLIC HEALTH EMERGENCY 10 GCA 19403
 QUARANTINE FACILITY FOR 96 ROOMS

Vendor No: NR226701	Vendor No: H0097179	Vendor No:
Vendor Name:	Vendor Name:	Vendor Name:
HOTEL WIKKO GUAM	HOTEL SANTA FE	
ATTN: THE CONTROLLER	BEACH RESORTS, LLC	
P O BOX 12819	132 LAGOON DRIVE	
TARUNING, GU 96931	TARUNING, GU 96913	
Point of Contact:	Point of Contact:	Point of Contact:
BART JACKSON	BART JACKSON	
Date: 5/15/2020	Date: 5/15/2020	Date:
Phone: 671 788-7036	Phone: 671 647-8855	Phone:
Fax #: 671 646-0030	Fax #: 671 647-8860	Fax #:
Delivery:	Delivery:	Delivery:

DESCRIPTION	QTY	UNIT	QTY	UNIT PRICE	EXTENSION	QTY	UNIT PRICE	EXTENSION	QTY	UNIT PRICE	EXTENSION
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 AREA.	1	JOB	1			1	100000.000	100000.00			
TO BE DRAWN ON 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 \$90.00 PER UNOCCUPIED ROOM											
TO INCLUDE MEALS (BREAK, LUNCH, & DINNER); LAUNDRY SERVICES;											
EACH ROOM TO BE PROVIDED WITH PHONE SERVICES FOR LOCAL CALLS ONLY; CLEANING SUPPLIES FOR EACH ROOM SUCH AS DISINFECTANT SPRAY, TOILET BRUSH, TOILET CLEANER AND 2 RAGS.											
AUTHORIZED PERSONNEL: CHARLES ESTEVES 687-4821 LEO ESPINA 481-0361 PATRICK LEON GUERRERO 687-6864 MARIE QUEMGA 489-4742 DENILLE CALVO 489-0581 MICHAEL TAIJERON 929-1070											
INCLUSIVE OF THE ATTACHED SPECIFICATIONS AND TERMS AND CONDITIONS											
EMERGENCY PROCUREMENT EXECUTIVE ORDER 2020-04 RELATIVE TO COVID-19											
REF: 10 GCA 19403 PUBLIC HEALTH EMERGENCY											
								100000.00			
											100000.00

Cruc, Anita T BUYER - GSA 5/16/2020 DATE

Vendor No: L0015294 Vendor Name: LOTTE HOTEL GUAM, LLC 185 GUN BEACH ROAD TUPON, GU 96912

Vendor No: R009889 Vendor Name: ROYAL ORCHID GUAM HOTEL 626 PALE SAN VITORES RD TUPON, GU 96911

Vendor No: NS216701 Vendor Name: HOTEL NIKKO GUAM ATTN: THE CONTROLLER P O BOX 12819 TAMPUNG, GU 96931

REMARKS: 2113 EMERGENCY PROCUREMENT EXECUTIVE ORDER 2020-04 REFER TO IO GCA 19403 PUBLIC HEALTH EMERGENCY

FOR: QUARANTINE FACILITY

Point of Contact: NO RESPONSE Date: Phone: 671 646-6911 Fax #: 671 646-1403 Delivery:

Point of Contact: NO RESPONSE Date: Phone: 671 649-2000 Fax #: 671 649-3053 Delivery:

Point of Contact: NO QUOTE Date: Phone: 671 788-7036 Fax #: 671 646-0030 Delivery:

DESCRIPTION QTY UNIT QTY UNIT PRICE EXTENSION QTY UNIT PRICE EXTENSION QTY UNIT PRICE EXTENSION

Table with 13 columns: DESCRIPTION, QTY, UNIT, QTY, UNIT PRICE, EXTENSION, QTY, UNIT PRICE, EXTENSION, QTY, UNIT PRICE, EXTENSION. Contains detailed purchase order items for quarantine facility services, including room rates, taxes, and personnel.

Mat. Costs
Asc. Disc.
Loc. Pre# 10
Loc. Pre# 15
Mat. Total

IS TRUE AND CORRECT AND PRICES CHARGED ARE JUST, FAIR AND REASONABLE, AND THE BEST OBTAINABLE FOR THE DESCRIBED BELOW.

DOCUMENT NO.: 202000103 APPROPRIATION NO.: 51000002000000000000

Cruc, Anita T - GSA 5/16/2020 BUYER DATE
 REMARKS:
 3113 EMERGENCY PROCUREMENT
 EXECUTIVE ORDER 2020-04
 REFER TO 10 GCA 19403 PUBLIC HEALTH EMERGENCY
 FOR: QUARANTINE FACILITY

Vendor No: G1476001 Vendor Name: GUAM REEF HOTEL 1317 PALE SAN VITORES RD TUNON, GU 96911	Vendor No: G2136001 Vendor Name: ONWARD AGANA BEACH HOTEL 445 GOV. C. CARLOS CANAH TARUNING, GU 96913	Vendor No: W0011287 Vendor Name: VYNDHAR GARDEN GUAM SENTRY HOSPITALITY CORP. 240 YPAO ROAD TARUNING, GU 96913
Point of Contact: NO RESPONSE Date: Phone: 671 648-1634 Fax #: 671 649-0130 Delivery:	Point of Contact: NO RESPONSE Date: Phone: 671 647-7777 Fax #: 671 646-1724 Delivery:	Point of Contact: VALERIE BLAS Date: 5/16/2020 Phone: 671 646-1060 Fax #: 671 646-3059 Delivery:

DESCRIPTION	QTY	UNIT	QTY	UNIT PRICE	EXTENSION	QTY	UNIT PRICE	EXTENSION	QTY	UNIT PRICE	EXTENSION
THIS PURCHASE ORDER IS ISSUED TO COVER THE COST FOR: QUARANTINE FACILITY IN RESPONSE TO 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 AREAS. TO BE DRAWN ON AN AS NEEDED BASIS COMMENCING UPON RECEIPT OF PURCHASE ORDER AND EXPIRING ON 8/16/20 OR UPON EXHAUSTION OF FUNDS WHICHEVER OCCURS FIRST. QUARANTINE RATE: EST. 144 RES. \$110.00 PER DAY (1 PERSON) +\$30.00 PER DAY (2ND PERSON) +\$30.00 PER DAY (3RD PERSON) +11% HOTEL OCCUPANCY TAX ONLY QUARANTINE RATE FOR UNOCCUPIED HOLDING (RESERVE) ROOM: \$65.00 PER DAY NO HOTEL OCCUPANCY TAX OR BUSINESS TAX CHARGE. EACH ROOM TO BE PROVIDED WITH 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 AND CONDITIONS. AUTHORIZED PERSONNEL: CHARLES ESTEVES 687-4821 LEO ESPIA 483-0361 PATRICK LEON GUERRERO 487-6864 MARIE QUENGA 489-4742 DENILLE CALVO 489-0581 MICHAEL TALJERON 929-1070 EMERGENCY PROCUREMENT EXECUTIVE ORDER 2020-04 RELATIVE TO COVID-19 REF: 10 GCA 19403 PUBLIC HEALTH EMERGENCY AUTHORIZED PERSONNEL: CHARLES ESTEVES 687-4821 LEO ESPIA 483-0361 PATRICK LEON GUERRERO 487-6864 MARIE QUENGA 489-4742 DENILLE CALVO 489-0581 MICHAEL TALJERON 929-1070 RESPONSE TO THE GOVERNMENT OF GUAM FOR QUARANTINE FACILITY IN ORDER TO UTILIZE AND REPURPOSE SUCH FACILITY FOR THE COVID-19 FOR 14 DAY MANDATORY QUARANTINE FOR ARRIVING PASSENGERS FROM A COVID-19 AFFECTED AREA SEE ATTACHMENTS 1. SPECIFICATIONS 2. TERMS AND CONDITIONS COMMENCING UPON RECEIPT OF PURCHASE ORDER AND EXPIRING ON 8/16/20 OR UPON EXHAUSTION OF FUNDS WHICHEVER OCCURS FIRST. QUARANTINE RATE FOR OCCUPIED ROOMS: EST. 144 RES. \$110.00 (1 PERSON) +\$30.00 (2ND PERSON) +\$30.00 (3RD PERSON) +11% (HOTEL OCCUPANCY TAX) QUARANTINE RATE FOR UNOCCUPIED HOLDING (RESERVE) ROOM: \$65.00 NO HOTEL OCCUPANCY TAX CHARGE TO INCLUDE MEALS (BREAKFAST,	1	JOB	1			1			1	100000.0000	100000.00
											Selected
											100000.00
											100000.00

I CERTIFY THAT THE FOREGOING STATEMENT OF INFORMAL QUOTATION IS TRUE AND CORRECT AND PRICES CHARGED ARE JUST, FAIR AND REASONABLE, AND THE BEST OBTAINABLE FOR THE DESCRIBED BELOW.

DOCUMENT NO.: G200280182 APPROPRIATION NO.: 5100G200280E0025230

Tedacoco, Christine M. - GSA BUYER
 5/25/2020 DATE

Vendor No: P0297932 Vendor Name: PERLAS COURT ROYALTYERS AND THE OFFICE OF THE AT GENERAL, 287 WEST O'BRIE HAGATNA, GU 96910	Vendor No: Vendor Name:	Vendor No: Vendor Name:
Point of Contact: MARIA BARRETTO Date: 5/25/2020 Phone: 871 846-7257 Fax #: 871 846-7257 Delivery:	Point of Contact: Date: Phone: Fax #: Delivery:	Point of Contact: Date: Phone: Fax #: Delivery:

REMARKS:
 3113 EMERGENCY PROCUREMENT
 EXECUTIVE ORDER 2020-04
 10 GCA 19.403 PUBLIC HEALTH EMERGENCY
 EXPIRING ON 8/16/20 OR UPON EXHAUSTION OF FUNDS
 WHICHEVER OCCURS FIRST.

DESCRIPTION	QTY	UNIT	QTY	UNIT PRICE	EXTENSION	QTY	UNIT PRICE	EXTENSION	QTY	UNIT PRICE	EXTENSION
THIS PURCHASE ORDER IS ISSUED TO COVER THE COST FOR SECURED LODGING FOR MEDICAL STAFF. ROOMING STAFF WHO HAVE SUSTAINED INFECTIONS WITH COVID-19 POSITIVE PATIENTS	1	LOT	1	40000.000	40000.00 Selected			** NO QUOTE **			** NO QUOTE **
MEDICAL STAFF EST. 13 ROOMS OCCUPIED: \$100.00 (FOR THREE BEDROOMS)											
UNOCCUPIED (RESERVED) ROOMS \$100.00 (FOR THREE BEDROOMS)											
TO BE DRAWN ON AN AS NEEDED BASIS COMMENCING UPON RECEIPT OF PURCHASE ORDER AND EXPIRING ON 8/16/20 OR UPON EXHAUSTION OF FUND WHICHEVER OCCURS FIRST.											
AUTHORIZED PERSONNEL: CHARLES ESTEVES 697-4821 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											
					40000.00						
					40000.00						

A CERTAIN PART OF THE FOREGOING STATEMENT OF ANTICIPATED QUANTITIES IS TRUE AND CORRECT AND PRICES CHARGED ARE JUST, FAIR AND REASONABLE, AND THE BEST OBTAINABLE FOR THE DESCRIBED BELOW.

DOCUMENT NO.: QM0600173 APPROXIMATE NO.: 51806002200025230

Crus, Anita T BUYER - GSA 5/21/2020 DATE
 REBHARS: 313 EMERGENCY PROCUREMENT EXPIRING ON 8/16/20 OR UPON EXHAUSTION OF FUNDS (OPEN PURCHASE AGREEMENT)
 EXECUTIVE ORDER: 2020-04 COVID 19
 10 GCA 19403 PUBLIC HEALTH EMERGENCY

Vendor No: P8316001 Vendor Name: PACIFIC ISLANDS CLUB DIV: INTERFAC. RESORTS COR P O BOX 9370 TARUNING, GU 96931	Vendor No: 00081714 Vendor Name: OUTRIGGER GUAM RESORT 1255 PALE SAN VITORES RO TUNON BAY, GU 96911	Vendor No: 02381701 Vendor Name: CNWARD BEACH RESORT GUAM 445 GOV. C. CARLOS CANACH TARUNING, GU 96913
Point of Contact: NO QUOTE Date: Phone: 671 646-9171 Fax #: 671 648-2474 Delivery:	Point of Contact: NO RESPONSE RECEIVED Date: Phone: 671 647-3121 Fax #: 671 648-1656 Delivery:	Point of Contact: NO RESPONSE RECEIVED Date: Phone: 671 647-7777 Fax #: 671 646-1724 Delivery:

DESCRIPTION	QTY	UNIT	QTY	UNIT PRICE	EXTENSION	QTY	UNIT PRICE	EXTENSION	QTY	UNIT PRICE	EXTENSION
EMERGENCY PROCUREMENT TO BE ON AS NEEDED BASIS IN 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...	1	LOT	1			1			1		
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. 270 RES. OCEANVIEW/BATVIEW HOTEL: \$140.00 PER PERSON + \$30.00 PER PERSON ADDITIONAL FOR OCCUPIED ROOM RATE.											
UNOCCUPIED HOLDING (RESERVE) ROOM RATE: \$90.00 PER PERSON (HOTEL OCCUPANCY TAX NOT INCLUDED).											
FULLY FURNISHED ROOMS INCLUSIVE OF THREE (3) MEALS: BREAKFAST/LUNCH/DINNER; AND LAUNDRY SERVICES:											
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.											
AUTHORIZED PERSONNEL: CHARLES ESTEVES 667-4821 LEO ESPINA 483-0361 PATRICK LEON GUERRERO 687-6864 MARIE QUENGA 489-4742 DENILLE CALVO 489-0581 MICHAEL TALJERON 929-1070											
INCLUSIVE OF THE ATTACHED SPECIFICATIONS & TERMS AND CONDITIONS.											
EMERGENCY PROCUREMENT EXECUTIVE ORDER 2020-04 RELATIVE TO COVID 19											
REF: 10 GCA 19403 PUBLIC HEALTH EMERGENCY											

Net. Costs
 Amt. Disc.
 Loc. Pref. 10
 Loc. Pref. 15
 Net Total

I HEREBY STATE THE FOLLOWING STATEMENT OF INFORMAL QUOTATION IS TRUE AND CORRECT AND PRICES CHARGED ARE JUST, FAIR AND REASONABLE, AND THE BEST OBTAINABLE FOR THE DESCRIBED BELOW.

DOCUMENT NO.: Q200280175 APPROPRIATION NO.: 5100G200280E0023230

DESCRIPTION	QTY	UNIT	QTY	UNIT PRICE	EXTENSION	QTY	UNIT PRICE	EXTENSION	QTY	UNIT PRICE	EXTENSION
<p>CRUZ, ANITA T - GSA BUYER 5/21/2020 DATE</p> <p>REMARKS: 3113 EMERGENCY PROCUREMENT EXPIRING ON 8/16/20 OR UPON EXHAUSTION OF FUNDS (OPEN PURCHASE AGREEMENT)</p> <p>EXECUTIVE ORDER: 2020-04 COVID 19 10 GCA 19403 PUBLIC HEALTH EMERGENCY</p> <p>Vendor No: C0096518 Vendor Name: GUAM AIRPORT HOTEL P.O. BOX 10239 TAMUNING, GU 96931</p> <p>Vendor No: C0096647 Vendor Name: CORE TECH INTERNATIONAL 388 SOUTH MARINE CORPS D SUITE 400 TAMUNING, GU 96913</p> <p>Point of Contact: NO QUOTE Date: Phone: 671 646-4817 Fax #: 671 649-0051 Delivery:</p> <p>Point of Contact: CHIT BATHAN Date: 5/20/2020 Phone: 671 473-3000 Fax #: 671 473-5500 Delivery:</p> <p>Point of Contact: Date: Phone: Fax #: Delivery:</p>	1	LOT	1			1	100000.000	100000.00			
<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 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. 270 RES. OCEANVIEW/BAYVIEW HOTEL: \$140.00 PER PERSON + \$30.00 PER PERSON ADDITIONAL FOR OCCUPIED ROOM RATE.</p> <p>UNOCCUPIED HOLDING (RESERVE) 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>AUTHORIZED PERSONNEL: CHARLES ESTEVES 687-4821 LEO ESPINA 483-0161 PATRICK LEON GUERRERO 687-6864 MARIE QUENGA 489-4742 DENILLE CALVO 489-0581 MICHAEL TALJERON 929-1070</p> <p>INCLUSIVE OF THE ATTACHED SPECIFICATIONS & TERMS AND CONDITIONS.</p> <p>EMERGENCY PROCUREMENT EXECUTIVE ORDER 2020-04 RELATIVE TO COVID 19</p> <p>REF: 10 GCA 19403 PUBLIC HEALTH EMERGENCY</p>											
								100000.00			
								100000.00			

Lourdes A. Leon Guerrero
Governor

GSA GENERAL SERVICES AGENCY (Ahensian Setbision Hinirat)

Joshua F. Tenorio
Lt. Governor

Government of Guam

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

Edward M. Bim
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.: 2020000301

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

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

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

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

DGA 273
Please fax or email back to GSA
ACKNOWLEDGMENT COPY
(PLEASE PRINT)

Received by: _____
Date: _____
Vendor Name: _____

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

COMMITTED TO EXCELLENCE

COMMITTED TO EXCELLENCE

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 GUS/OCD's Actions or Omissions

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

1. Hotel shall have given written notice to GHS/OCD:

a) prior to the commencement of the work involved, if at that time, Hotel knows of the occurrence of such action or omission;

b) within 30 days after Hotel knows of the occurrence of such action or omission, if Hotel did not have such knowledge prior to the commencement of the work; or

c) within such further time as may be allowed by the GHS/OCD in writing.

This notice shall state that Hotel regards the act or omission as a reason which may entitle Hotel to additional compensation, damages, or an extension of time. The GHS/OCD, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the GHS/OCD.

2. The notice required by Subparagraph (A) of this Paragraph describes as clearly as practicable at the time the reasons why Hotel believes that additional compensation, damages, or an extension of time may be remedies to which Hotel is entitled; and

3. Hotel maintains and, upon request, makes available to the GHS/OCD within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.

B. **Limitations of Clause.** Nothing herein contained, however, shall excuse Hotel from compliance with any rules of law precluding any government of Guam officers and any contractors from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Agreement.

XIII. Waiver. No waiver by any party of any right on any occasion shall be construed as a bar to or waiver of any right or remedy on any future occasion.

XIV. Severability. If any provision of this Agreement shall be held or deemed by a court of competent jurisdiction to be invalid, inoperative or unenforceable, the remaining provisions herein contained shall nonetheless continue to be valid, operative and enforceable as though the invalid, inoperative or unenforceable provision had not been included in the Agreement.

XV. Survival of Warranties. All representations, warranties, agreements, covenants and obligations in this Agreement shall be deemed to have been relied upon by the other party, and shall survive the completion of this Agreement and shall not merge in the performance of any obligation by any party hereto.

XVI. Fees and Expenses. Each of the Parties shall bear its own expenses in connection with the negotiation and consummation of the transactions contemplated by this Agreement.

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

TO GHS OCD: GUAM HOMELAND SECURITY OFFICE
 OF CIVIL DEFENSE

TO HOTEL:

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

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

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

XX. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns and transferees, except as otherwise provided for under the terms of this Agreement.

XXI. Scope of Agreement. This Agreement (i) supersedes any and all other Agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and (ii) contain all of the covenants and Agreements between the Parties with respect to such subject matter in any manner whatsoever. The Hotel and GHS OCD each acknowledge that no representations, inducements, promises or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in the Agreement shall be valid or binding.

XXII. Captions. All Section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the content of the Agreement.

XXIII. Counterparts. This Agreement may be executed in counterparts, all of which taken together shall be deemed one original.

XXIV. Governing Law and Forum Selection. Except to the extent United States federal law is applicable, the validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of Guam. Hotel expressly recognizes that the Government Claims Act (Title 5 of the Guam Code Annotated, Chapter 6) applies with respect only to claims of money owed by or to the Hotel/Hotel against the Government, if the claim arises out of or in connection with this Agreement. Hotel also expressly recognizes that all other claims by the Hotel. Hotel against the Government are subject to the Guam Procurement Law (Title 5 of the Guam Code Annotated, Chapter 5).

XXV. Consent to Jurisdiction. Hotel hereby expressly consents to the jurisdiction and venue of Guam with respect to any protest or dispute resolution, and the forum of the courts of Guam with respect to any and all claims which may arise by reason of this Agreement, except as otherwise may be provided by Guam Procurement Law. Hotel waives any and all rights it may otherwise have to contest the same or to proceed with any claims arising by reason of this Agreement in a different jurisdiction, forum, or venue.

XXVI. Compliance with Laws.

A. **In General.** The Hotel shall comply with all U.S. and Guam laws, statutes, regulations and ordinances applicable to this Agreement. The Hotel represents and warrants that it is fully licensed to do business in Guam to render the services to be provided herein.

B. **Non-Discrimination in Employment.** The Hotel agrees: (i) not to unlawfully discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap; (ii) to include a provision similar to that contained in subsection (i) above in any subcontract or assignment agreement except a subcontract for standard commercial supplies or raw materials; and (iii) to post and to cause subcontractors and/or assignees to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

XXVII. Retention and Access to Records and Audit Review.

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

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

A. General Liability. GHS/OCD and the government of Guam assume no liability for any accident or injury that may occur to Hotel, its agents, dependents, or personal property while in execution of duties under this Agreement.

B. Prior Work. GHS/OCD and the government of Guam shall not be liable to Hotel for any services performed by Hotel prior to the approval of this Agreement by the Procurement Officer and the Hotel hereby expressly waives any and all claims for compensation for acts performed in expectation of this Agreement prior to its approval by the Governor of Guam.

C. GHS/OCD not Liable. GHS/OCD assumes no liability for any accident, loss, claim, judgment, action or injury that may occur to the Hotel and/or the Hotel's Partner's, officers, directors, agents, servants, subcontractors and/or employees, and/or to the personal property of any such person or entity, arising out of the performance of services under this Agreement except to the extent caused or contributed to by the negligent act or omission of GHS/OCD.

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

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

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

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

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

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

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

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

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

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

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

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

C. Insurance. Hotel shall maintain at the Hotel's expense all necessary insurance for its employees including but not limited to Workman's Compensation, Errors and Omissions, and liability insurance for each employee as required under U.S. and Guam Law and the mandates of the underlying RFP to this Agreement. Hotel agrees to hold harmless and indemnify GHS/OCD, its officers, directors, employees, agents, representatives, successors and assigns, for any and all claims, demands, costs, losses, fees, penalties, interest, or damages, including attorney's fees, which may be brought or asserted due to: (i) any injury, death, or property damage arising from the negligence or other wrongful or tortuous acts of Hotel or Hotel's employees, officers, contractors, directors, agents, representatives, successors, or assigns; or (ii) Hotel's failure to comply with terms of this subparagraph B.

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.

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

May 29, 2020

Dear Anita and Claudia,

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

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

ACKNOWLEDGEMENT COPY

RECEIVED BY AK

DATE 6/1/20 4/6 pm

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
SANTA FE
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: G5A

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



DEPARTMENT OF ADMINISTRATION
 DIPATTAMENTON ATMENESTRASION
 GENERAL SERVICES AGENCY
 (Aghensiang Serbisyo Hinirap)
 Telephone (Tel/Fax): (511) 475-1707/1710 • Fax (Faks): (511) 472-4217/1727



May 27, 2020

Mr. Bart Jackson
 Hotel Santa Fe
 Attn: Miki Yokozeki
 Hotel Manager
 132 Lagoan 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 inoperable 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 Marina 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 * <small>(PO, Work Req, Req. or Non-registered Contract No.)</small>	Q200280164
ACCOUNT or JOB ORDER NUMBER:	5100G20280EO025-230
AMOUNT TO LIQUIDATE / DEOBLIGATE:	{ 100,000.00 }
EFFECTIVE DATE <small>(Date Liquidation takes effect):</small>	05/27/20
VENDOR NAME: <small>(BLANK for Requisitions)</small>	HOTEL SANTEFE
VENDOR NUMBER: <small>(BLANK for Requisitions)</small>	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



Anita Cruz

From: Anita Cruz
Sent: Tuesday, May 12, 2020 5:48 PM
To: 'guamsignaturerealty@gmail.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
	'guamsignaturerealty@gmail.com'		
	gsaprocurment	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



Anita Cruz

From: Anita Cruz
Sent: Tuesday, May 12, 2020 11:59 AM
To: 'guamsignaturerealty@gmail.com'
Cc: gsaprourement
Subject: REQUEST FOR QUOTE
Attachments: HOTEL NON-CONGREGATE SHELTERS SPECIFICATIONS & TERMS AND CONDITIONS.PDF

Tracking:	Recipient	Delivery	Read
	'guamsignaturerealty@gmail.com'		
	gsaprourement	Delivered: 5/12/2020 11:59 AM	Read: 5/12/2020 2:49 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



gsaprocurement

From: Anita Cruz
Sent: Tuesday, May 12, 2020 5:44 PM
To: 'reservations@guamreef.com'
Cc: gsaprocurement
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 10:37 AM
To: 'reservations@guamreef.com'
Cc: gsaprocurment
Subject: REQUEST FOR QUOTE HOTEL NON-CONGREGATE SHELTERS
Attachments: Q200280164 - RFQ20001593 - To GUAM REEF HOTEL - Assigned to GSACRUZA - 5-12-2020 10 09 19 AM.pdf; OHS HOTEL SERVICES - SPECIFICATION FOR QFAC-ISOFAC-ACF.docx; TERMS & CONDITIONS HOTEL SERVICES.doc

Tracking:	Recipient	Delivery
	'reservations@guamreef.com'	
	gsaprocurment	Delivered: 5/12/2020 10:37 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: Marites Blackstar <marites.blackstar@guamreef.com>
To: Anita Cruz
Sent: Wednesday, May 13, 2020 7:29 AM
Subject: Read: REVISED REQUEST FOR QUOTE HOTEL NON-CONGREGATE SHELTERS

Your message

To:
Subject: Read: REVISED REQUEST FOR QUOTE HOTEL NON-CONGREGATE SHELTERS
Sent: Wednesday, May 13, 2020 7:46:07 AM (UTC+10:00) Guam, Port Moresby

was read on Wednesday, May 13, 2020 7:28:51 AM (UTC+10:00) Guam, Port Moresby.

Transmission Report

Date/Time 05-12-2020 09:30:07 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 GUAM REEF **Owner** anita.cruz

This document : Failed
(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 gsaproclurement@gsadon.guam.gov

**PLEASE RESPOND
 BACK WITH QUOTE OR
 NO QUOTE
 SIVU USMAYASE**

REQUEST FOR QUOTATION

FROM : GSA, Anita Cruz - GSA
 TELEPHONE: 478-1713 FAX: 478-1727

Please respond as soon possible! Requisition Number: Q200280164 Date: 5/12/2020
 but no later than: 5/13/2020 RFQ #: RFQ20001593

VENDOR: GUAM REEF HOTEL 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.
 1817 PALE SAN VICEROS RD.
 TITUMI, GU 96910

Phone: 671 648-1674 Fax: (671) 648-0100

Quoted by: Polled Signature: Quote Date: Quote Number:

* Delivery Date Required: The party making the foregoing bid is guaranteeing and shall hold bidder agrees, that the bid is full, valid and is in compliance with Title 5 G.S.A. Chapter 6 - RFQ and RFP and any Determination, and that the attached is the most recent issued by U.S. D.O.D. 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 SERIAL	QTY (UOM)	UNIT PRICE	TOTAL PRICE	INVALIDITY
1	BLANKET PURCHASE AGREEMENT (DRAWN UP AS NEEDED BASED IN RESPONSE TO THE DETERMINATION OF WORK BEARING OUT TO OWNERS AND OPERATORS OF VARIOUS PEARL EDUCATE FACILITIES IN ORDER TO UTILIZE AND REPURPOSE SUCH FACILITIES FOR COVID-19 MANAGEMENT AND TREATMENT FACILITIES SUCH AS TRUCK				

Total Pages : 3

Total Pages Confirmed : 1

No.	Job	Remote Station	Start Time	Duration	Pages	Line	Mode	Job Type	Results
001	098	6490130	08:42:00 a.m. 05-12-2020	00:03:04	1/3	1	EC	H5	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 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 but no later than: 5/15/2020	Requisition Number: Q200280164 RFQ #: RFQ20001593	Date: 5/12/2020
--	--	--------------------

VENDOR: GUAM REEF HOTEL G1476001 1317 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) 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 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 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 but no later than: 5/15/2020	Requisition Number: Q200280164 RFQ #: RFQ20001593	Date: 5/12/2020
--	--	-----------------

VENDOR: GUAM REEF HOTEL G1476001 1317 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) 648-1634 Fax (671) 649-0130	

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 gsaprocmnt@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: GUAM REEF HOTEL G1476001 1317 PALE SAN VITORES RD. TUMON, GU 96911 Phone (671) 648-1634 Fax (671) 649-0130	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. Therefore, under penalty of perjury, I certify that the facts stated above are true. Signature _____ Date: _____
** Delivery Date Offered:	
Terms:	
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.

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 5:47 PM
To: 'lotteguamreservation@lotte.net'
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
	'lotteguamreservation@lotte.net'		
	gsaprocurment	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 gsaprocmurement@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: 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 VARIOUS REAL ESTATE FACILITIES IN ORDER TO UTILIZE AND REPURPOSE SUCH FACILITIES FOR COVI9-19 MANAGEMENT AND TREATMENT FACILTIES SUCH AS "HOTEL	1	JOB			

EXHIBIT 14

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 but no later than: 5/15/2020
 Requisition Number: Q200290164 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 gsaprocmement@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: 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
	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



gsaprourement

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



gsaprourement

From: Anita Cruz
Sent: Tuesday, May 12, 2020 10:27 AM
To: 'reservation@royalorchidguam.com'
Cc: gsaprourement
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 correspondence to
 gsaproclment@gsa.dod.guam.gov

PLEASE RESPOND
 BACK WITH QUOTE OR
 NO QUOTE
 BY 05/12/2020

REQUEST FOR QUOTATION

BUDGET : 0000 - Antea II - GSA
 TELEPHONE: 478-1113 FAX: 478-1127

Please respond as soon possible. Requisition Number: Q200280164		Date: 5/12/2020
But no later than: 5/12/2020 09:00:00		
VENDOR: ROYAL ORC/TO HAWAII HOTEL ADDRESS: 624 PALE SMITH SQUARE RD TOWN, GU 96911 Phone: 808-949-2311 Fax: 808-949-1332	PLEASE FURNISH PRICE QUOTE, DELIVERY TIME AND TERMS BASED ON F.O.B. DESTINATION FOR THE ITEMS LISTED BELOW. PLEASE RESPOND BY THE A.B. DATE.	
Quoted By Print Signature:	Quote Date:	Quote Number:
** Delivery Date Required:	The party making the foregoing bid is genuine and their said bidder agrees, that they are fully aware and in compliance with Title 5 U.S.C. Chapter 5 - 5501 and 5502 Wage Determination, and that they are bound by the most recent issued by D.S. D.O.D. for the positions required to implement the required service as per the following specification.	
** Delivery Date Offered:	I declare, under penalty of perjury, I certify that the facts stated above are true.	
Terms:	Signature _____ Date: _____	
Quote valid for: _____ Days		
1. Offending Recycle Products () YES () NO 2. Offending 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	BULKY WAREHOUSE AGREEMENT DEPEND ON AS NEEDED BASED ON RESPONSE TO THE GOVERNMENT OF GUAM READING OUT TO OWNERS AND OPERATORS OF WAREHOUSES AND FACILITIES IN ORDER TO MAINTAIN AND IMPROVE THE FACILITIES FOR OPTIMAL MANAGEMENT AND OPERATIONS FACILITIES SUCH AS WAREHOUSE	1	000		

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: 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 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: Q200250164
RFQ #: RFQ20001593
Date: 5/12/2020

VENDOR: ROYAL ORCHID GUAM HOTEL
R0092889 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.C.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 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 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: Q200250164 Date: 5/12/2020
but no later than: 5/15/2020 RFQ #: RFQ20001593

VENDOR: ROYAL ORCHID GUAM HOTEL
R0095889 626 PALE SAN VICTORES 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 3 G.C.A. Chapter 5 - 5501 and 5502
** Delivery Date Offered: Wage Determination, and that the attached is the most recent issued by U.S. D.C.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.

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 MANDATORY 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 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: 475-1718 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.C.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					

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
1	BLANKET PURCHASE AGREEMENT TO DRAWN ON AS NEEDED BASIS IN RESPONSE TO THE GOVERNEMENT OF GUAM REACHING OUT TO OWNERS AND OPERATORS OF VAROUS REAL ESTATE FACILITIES IN ORDER TO UTILIZE AND REPURPOSE SUCH FACILITIES FOR COVI9-19 MANAGEMENT AND TREATMENT FACILTIES SUCH AS "HOTEL QUARANTINE FACILTY" FOR THE 14 DAY MANADATORY QUARANTINE FOR ALL ARRIVING PASSENGER FROM A COVID-19 AFFECTED AREA. TO CONTINUE QUARANTINE OPERATIONS WE WILL NEED 154 PLUS 17 ROOMS.	JOB	1	100000.00	100000.00

TOTAL =====> 100000.00

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
	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 NGMT.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 FACILTY. ISOLATION OF ASYNTOMATIC 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 | APPROVING AUTHORITY (DIRECTOR)

(CERTIFYING OFFICER)

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
	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 | APPROVING AUTHORITY (DIRECTOR)

(CERTIFYING OFFICER)

CONTINUED ON NEXT PAGE

ASSIGNED BUYER: GSATEDTC

REQUISITION EMERGENCY

REQUISITION #: Q200280165
APPROPRIATION: 5100G200280E0025230

TO: PROCUREMENT FACILITIES NGMT.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 | APPROVING AUTHORITY (DIRECTOR)
(CERTIFYING OFFICER)

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 APPROVING AUTHORITY (DIRECTOR)
(CERTIFYING OFFICER)

- 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.

EXECUTIVE ORDER NO. 2020-04

**RELATIVE TO RESPONDING TO CONFIRMED CASES OF NOVEL
CORONAVIRUS (COVID-19)**

WHEREAS, on March 14, 2020, I, Lourdes A. Leon Guerrero, *I Maga'hågan Gudhan*, Governor of Guam, acting pursuant to the power provided to me by the Organic Act and the laws of Guam, declared a public health emergency in the island of Guam due to the potential dangers posed by the 2019 novel coronavirus ("COVID-19"); and

WHEREAS, since the declaration of a public health emergency, Guam has confirmed three cases of COVID-19; and

WHEREAS, it is of the utmost importance that *I Maga'hågan Gudhan* utilizes all available resources of the government of Guam to respond to this public health threat evidenced by these newfound cases; and

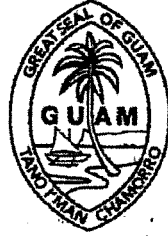
WHEREAS, the Director of the Guam Department of Public Health and Social Services ("DPHSS") and members of the Federal Centers for Disease Control and Prevention ("CDC") have advised that Guam undergo an "investigatory period" to detect and track the potential spread of COVID-19; and

WHEREAS, as a community, we place special emphasis on care for those most vulnerable among us, especially the *mandmko'*, who, along with those with pre-existing medical conditions, are most at risk of severe effects from COVID-19; and

WHEREAS, the CDC and DPHSS recommend implementation of community mitigation strategies, including limiting government operations to essential services and the prohibition of large gatherings in an effort to further prevent the transmission of COVID-19.

NOW, THEREFORE, I, LOURDES A. LEON GUERRERO, I Maga'hågan Gudhan, Governor of Guam, by virtue of the authority vested in me by the Organic Act of Guam, as amended, do hereby order:

- 1. CLOSURE OF NON-ESSENTIAL GOVERNMENT OF GUAM OFFICES.** Effective immediately and through March 30, 2020, all non-essential government of Guam offices are closed and such services are suspended. Essential personnel shall be identified and contacted by their appropriate supervisors.
- 2. CLOSURE OF ALL SCHOOLS.** Pursuant to Section 3317, Article 3, Chapter 3, of Title 10, Guam Code Annotated, beginning March 17, 2020, all public and private schools on Guam serving prekindergarten through 12th grade students must close for educational purposes through March 30, 2020. The definition of habitual truancy pursuant to Article 4, Chapter 6, of Title 17, Guam Code Annotated, is



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

suspended. And student absences due to school closures and absences connected to the transmission of COVID-19 during the effect of this Executive Order shall not contribute to the calculation of habitual truancy.)

3. **PROHIBITION ON LARGE GATHERINGS.** Pursuant to Section 3317, Article 3, Chapter 3, of Title 10, Guam Code Annotated, effective immediately and through March 30, 2020, gatherings of 50 people or more in a single room or single space at the same time for social, spiritual and recreational activities, including, but not limited to, community, civic, public, leisure, faith-based, or sporting events, parades, concerts, festivals, fiestas, conventions, fundraisers and similar activities are prohibited throughout the island of Guam.
4. **EMERGENCY MEASURES CONCERNING FACILITIES AND MATERIALS.** Effective immediately and through March 30, 2020, any place of business or public accommodation for which attendance is anticipated to be fewer than 50 people, shall operate at no greater than 50% occupancy, and no greater than 50% of seating capacity.

The preceding directive shall not apply to retail establishments providing basic food and necessities (e.g. grocery and convenience stores), hospitals, pharmacies, or other medical offices/facilities. This Order is not intended to prohibit routine business gatherings held at the place of business.

5. **MANDATORY SOCIAL-DISTANCING.** In all other instances not captured by this prohibition, it is strongly recommended that mitigation measures are implemented and enforced. These measures include but are not limited to social distancing of at least six feet; frequent cleaning of all surfaces; posting of signs; and permitting/encouraging teleworking. Older residents and those with pre-existing medical conditions are encouraged to limit excursions of any type.
6. **RESTRICTING ENTRY INTO GUAM.** Pursuant to Section 3333, Article 3, Chapter 3, of Title 10, Guam Code Annotated, all persons who are non-residents who have been in a country with confirmed COVID-19 cases for more than one (1) week and do not possess a DPHSS recognized and certified document that attests that they are not infected with COVID-19, shall be restricted entry into Guam. The date of the test must not be more than one (1) week from the date of attempted entry into Guam.

Any individual who enters into Guam without the proper documentation shall be quarantined pursuant to this Section and Sections 19604 and 19605 of Article 6, Chapter 19 of Title 10, Guam Code Annotated.

Any and all costs associated with the quarantine and/or treatment of individuals who are subject to restricted entry into Guam pursuant to this Executive Order shall be the responsibility of the individual and the carrier that the individual contracted with to travel to Guam.



ISLAND OF GUAM
OFFICE OF THE GOVERNOR
HAGĀTÑA, 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 Hagåtña, Guam, this 16th day of March 2020.

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

Attested by:

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





FIRE ALARM SYSTEMS AND EQUIPMENT
ANNUAL TEST REPORT

Utilities Services Specialists, Inc. dba USSSI
2010 Pogo Drive Suite 202B
Tamuning, Guam 96913
Phone: (671) 648-0030
Cell: (671) 888-0039
Fax: (671) 646-1638
Email: fredrick.burton@uss.com
Web: <http://www.uss.com/guam>

Service and maintenance report for automatic fire alarm systems. As per NFPA 25, NFPA 72, the Guam Fire Department, and as per equipment manufacturer recommendations.

Business Name: Hotel Sante Fe Guam Date: May 18, 2020
Address: 132 Lagoon Drive, Tamuning, Guam 96913
Testing Agency: Utilities Services Specialists, Inc. Phone: (671) 648-0030
License #: 8211 Classifications: B, C4, C13, C13A, C15, C19, C20, C37, C40, C43 & C51
Alarm System: Honeywell Notifier NFS2-3030

- A. Are all fire alarm devices as per the installation drawings for the building? Yes
- B. Control Panel Status Before Test:
- | | | | |
|---|------------|------------------|------------|
| 1. Is the power light on? | | | <u>Yes</u> |
| 2. Does the panel indicate normal conditions? | | | <u>No</u> |
| 3. Are all indicating lamp bulbs in operating order? | | | <u>Yes</u> |
| 4. Does the trouble light operate? | | | <u>Yes</u> |
| 5. Does the silence switch operate? | | | <u>Yes</u> |
| 6. Does the panel have active zones? | <u>Yes</u> | Number of Zones: | <u>4</u> |
| 7. Does the panel have inactive zones? | <u>No</u> | Number of Zones: | <u>0</u> |
| 8. Does the panel have battery backup? | | | <u>Yes</u> |
| 9. Do the batteries indicate they are properly charged? | | | <u>Yes</u> |
- C. Are all initiating devices in service and operating correctly? No
- D. Are all notification devices in service and operating correctly? Yes

Comments:

Room 316 has a wall addition that blocks the smoke detector and sprinkler, and should not be occupied. Speaker system is currently operational except for 6 devices that are currently disabled. Total of 22 smoke detector sounders are on order for 2nd floor, and will be installed upon arrival.

NOTE: Owner to maintain fire watch until needed parts are installed and tested.

Discrepancies:

- 5 speakers are currently bypassed due to grounds and/or bad cards
- 2 power supplies show faults with outputs disconnected -- Need to be replaced
- Cannot locate 1 smoke detector
- See attached list of repairs completed

I certify that the Fire Alarm System at the above location is fully operational and has been tested in accordance with NFPA 25, NFPA 72, Guam Fire Department, and as per equipment manufacturer recommendations.

Signature: Bruce T. Fredrick Date: May 18, 2020
Bruce T. Fredrick -- Contractor#: 8211



The Honorable
LOURDES A. LEON GUERRERO
 Governor

The Honorable
JOSHUA F. TENORIO
 Lt. Governor

GOVERNMENT OF GUAM
 DEPARTMENT OF PUBLIC WORKS



VINCENT P. ARRIOLA
 Director
JESSE G. GARCIA
 Deputy Director

PERMIT TO OPERATE

Equipment: **ELEVATOR**

Permit No. **OP19000996**

LOCATION		EQUIPMENT TYPE	SPEED
HOTEL SANTA FE 132 LAGOON DRIVE, TAMUNING		PASSENGER	125 fpm
EQUIPMENT/DPW NO.	MAKE	NO. OF PASSENGERS	CAPACITY
2/0134_ELV_SANFE_2	OTIS	15	2500 lbs.

THIS EQUIPMENT MEETS ASME CODE REQUIREMENTS.

INSPECTION DETAILS

PERMIT ISSUE DATE	INSPECTED BY:	ACTIVITY	APPROVED BY:	ACTIVITY	DATE OF EXPIRATION
12/20/2019	PAUL PEREZ	COMMISSIONED #01	<i>[Signature]</i> JOSEPH D. GUEVARA	BJ&P ADMINISTRATOR	6/17/2020
			<i>[Signature]</i>		

THIS PERMIT TO OPERATE MUST BE POSTED CONSPICUOUSLY IN AND OR NEAR INSPECTED EQUIPMENT.



The Honorable
LOURDES A.
LEON GUERRERO
Governor

The Honorable
JOSHUA F. TENORIO
Lt. Governor

GOVERNMENT OF GUAM
DEPARTMENT OF PUBLIC WORKS



VINCENT P. ARRIOLA
Director
JESSE G. GARCIA
Deputy Director

PERMIT TO OPERATE

Equipment: **ELEVATOR**

Permit No. **OP19000997**

LOCATION		EQUIPMENT TYPE	SPEED
HOTEL SANTA FE 132 LAGOON DRIVE, TAMUNING		PASSENGER	125 fpm
EQUIPMENT/DPW NO.	MAKE	NO. OF PASSENGERS	CAPACITY
3/0135_ELV_SANFE_3	OTIS	21	3500 lbs.

THIS EQUIPMENT MEETS ASME CODE REQUIREMENTS.

INSPECTION DETAILS

PERMIT ISSUE DATE	INSPECTED BY:	ACTIVITY	APPROVED BY:	ACTIVITY	DATE OF EXPIRATION
12/20/2019	PAUL PEREZ	COMMISSIONED #01	 JOSEPH D. GUEVARA	BI&P ADMINISTRATOR	6/17/2020

THIS PERMIT TO OPERATE MUST BE POSTED CONSPICUOUSLY IN AND OR NEAR INSPECTED EQUIPMENT.



**FIRE ALARM SYSTEMS AND EQUIPMENT
ANNUAL TEST REPORT**

United States Security Specialists, Inc. (USSSI)
 201 Hopyog Drive Suite 203B
 Tamuning, Guam 96913
 Phone: (671) 648-0039
 Cell: (671) 898-0039
 Fax: (671) 646-1628
 Email: uss@uss.com
 Web: <http://www.uss.com>

Location: Hotel Santa Fe Guam

Equipment	Total Number	Number Tested Previous Report	Number Tested This Report	Operational		
				Yes	No	N/A
1. Remote Annunciators						x
2. Zones	4	Unknown	4	x	x	
3. Manual Stations (Pull)						
A. Coded	26	Unknown	26	x		
B. Non-Coded						x
4. Detectors						
A. Photoelectric	240	Unknown	228	x		
B. Heat	16	Unknown	16	x		
5. Audible/Visual						
A. Bell						x
B. Siren				x		
C. Horn/Strobe	12	Unknown	12	x		
D. Strobe	71	Unknown	71	x		
6. Dry Hydrant System						
Date of last Hydro:	Unknown	Next Hydro Due:	Now			
Fire Department Connections:	2	Inspected:	Yes			
Discrepancies:	1. No hydro records for dry hydrant piping. Will schedule hydro test					
7. Is system reset for normal conditions?	Yes					
Comments for any "No" answers or explanations:	4.A. Awaiting 22 sounder units, on order.					

Verified by: Bruce T. Fredrick
 Bruce T. Fredrick -- Contractor#: 8211

Date: May 18, 2020



Annual Report of Inspection Water Based Fire Protection Systems

Uniform Services Specialists, Inc. dba USSI
 2011 Hippog Drive Suite 202B
 Tamuning, Guam 96913
 Phone: (671) 648-0030
 Cell: (671) 888-0034
 Fax: (671) 646-1638
 Email: fr@ussis.com
 Web: <http://www.ussis.com>

This form is being offered to assist in performance and recording of the results of Weekly Scheduled Inspections.
Tasks of the various types of Fire Sprinkler Systems and component parts as listed below:

Inspecting Firm: USSI
 Name of Property: Hotel Santa Fe Guam
 Inspector Name: Bruce T. Fredrick

Wet Sprinkler and Standpipe Systems		PSI
A-1.1	Sprinkler supply gauge:	95
A-1.2	Sprinkler system gauge:	95

		Meets		
		Y	N/A	N
General				
A-3.0	System in service on inspection:	X		
A-2.2	Standpipe control valves sealed open:	X		
A-3.1	Trim Piping leak tight:	X		
A-4.1	Backflow assembly valves sealed open:		X	
A-5.1	Control valves accessible:		X	
A-3.1	Signage identification tags in place:	X		
A-9.1	Alarm panel clear:			X
A-9.2	Systems left in service	X		

		Sprinkler Heads:		
		Y	N/A	N
D-1.1	Extn heads in spare head cabinet:	X		
D-1.2	Heads are marked for proper temperature:	X		
D-1.3	Head wrench for each type of head:	X		
D-2.1	Head free of corrosion	X		
D-2.2	Head appears free of leakage or damage:	X		
D-2.3	Head appears free of paint:	X		
D-3.1	Head appears free of non-approved coverings and no obstructions:	X		
D-3.2	Head is less than 50 years old	X		
D-3.3	Fast Response heads < 20 years old		X	
D-3.4	High temperature heads < 5 years old		X	



Annual Report of Inspection Water Based Fire Protection Systems

United Services Incorporated, Inc. (USI)
 201 Hippog Drive Suite 202B
 Lansing, MI 48906
 Phone (671) 648-0050
 Cell (671) 888-0059
 Fax (671) 646-1628
 Email: frank@usincorp.com
 Web: <http://www.usincorp.com>

Fire Pump:		Y	N/A	N
F-1.1	Suction pressure gauge: psi			X
F-1.2	Discharge pressure gauge: psi	X		
F-2.0	Pump in service on inspection:	X		
F-2.1	Control valves sealed open:		X	
F-2.2	Control valves accessible:		X	
F-3.1	Pump enclosure secured:	X		
F-3.2	Pump enclosure heated (40° F):		X	
F-3.3	Adequately lighted:	X		
F-4.1	Weekly run test (no water flow):	X		
F-4.2	Shaft seals dripping water properly:	X		
F-4.3	Casing relief valve free of damage:	X		
F-4.4	Pressure relief valve free of damage:		X	
F-5.1	Jockey pumps operational:	X		
F-6.1	Bearings and valves lubricated:	X		
F-6.2	Valves, fittings, pipe leak free:	X		
F-7.1	Controllers power "ON":	X		
F-7.2	Controllers set on "AUTO":	X		
F-8.1	Hose hender control valve closed:		X	
F-14.1	Signage/identification tags in place:	X		
F-15.1	Alarm panel clear:			X
F-15.2	Systems left in service:	X		
	Comments: Pump flow test shows pump performing below code. - Flow 500 GPM at 76 PSIG. - Flow 750 GPM at 35 PSIG. Pump meets system design flow at adequate pressure, but does not meet 150% flow rating. - Suction Pressure gauge incorrect scale. - Fire enclosure heater not present. - All sprinkler and fire pump related alarms are cleared. Program corrupt WARNING - Pending COVID-19 transportation. Monitoring intermittent ground fault.			

(All "NO" answers to be fully explained)

Inspector's Initial: ABD Owner/designated rep. initial: [Signature] Date: 7/16/20





BEACH RESORTS, LLC

DAILY SUMMARY, COVID-19 QUARANTINED GUESTS

REFERENCE: GSA PURCHASE ORDER NO. P206E00310

Day	Date	Particulars	No. of Rooms	U/Price	Occupied Room	Unoccupied Room	Total
1	05/16/20	COVID-19 Quarantined guests	96	99.00	9,504.00		9,504.00
	05/16/20	COVID-19 Quarantined guests	2	90.00		180.00	9,684.00
2	05/17/20	COVID-19 Quarantined guests	96	99.00	9,504.00		19,188.00
	05/17/20	COVID-19 Quarantined guests	2	90.00		180.00	19,368.00
3	05/18/20	COVID-19 Quarantined guests	96	99.00	9,504.00		28,872.00
	05/18/20	COVID-19 Quarantined guests	2	90.00		180.00	29,052.00
4	05/19/20	COVID-19 Quarantined guests	89	99.00	8,811.00		37,863.00
	05/19/20	COVID-19 Quarantined guests	9	90.00		810.00	38,673.00
5	05/20/20	COVID-19 Quarantined guests	60	99.00	5,940.00		44,613.00
	05/20/20	COVID-19 Quarantined guests	38	90.00		3,420.00	48,033.00
6	05/21/20	COVID-19 Quarantined guests	55	99.00	5,445.00		53,478.00
	05/21/20	COVID-19 Quarantined guests	43	90.00		3,870.00	57,348.00
7	05/22/20	COVID-19 Quarantined guests	53	99.00	5,247.00		62,595.00
	05/22/20	COVID-19 Quarantined guests	45	90.00		4,050.00	66,645.00
8	05/23/20	COVID-19 Quarantined guests	37	99.00	3,663.00		70,308.00
	05/23/20	COVID-19 Quarantined guests	61	90.00		5,490.00	75,798.00
9	05/24/20	COVID-19 Quarantined guests	98	90.00		8,820.00	84,618.00
10	05/25/20	COVID-19 Quarantined guests	98	90.00		8,820.00	93,438.00
11	05/26/20	COVID-19 Quarantined guests	98	90.00		8,820.00	102,258.00
12	05/27/20	COVID-19 Quarantined guests	98	90.00		8,820.00	111,078.00
13	05/28/20	COVID-19 Quarantined guests	98	90.00		8,820.00	119,898.00
14	05/29/20	COVID-19 Quarantined guests	98	90.00		8,820.00	128,718.00
14	05/16-05/29	GRAND TOTAL	1,372		57,618.00	71,100.00	128,718.00

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY																
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) D. Alvarez</p> <p>C. Date of Delivery 17 JUL 2020</p>																
<p>1. Article Addressed to:</p> <p>DIVISION OF ACCOUNTS DEPARTMENT OF ADMINISTRATION PO BOX 284 AGANA GU 96932</p>  <p>9590 9402 5555 9249 8703 80</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type</p> <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Return Receipt for Merchandise</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Insured Mail</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</td> <td></td> </tr> </table>	<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery	<input type="checkbox"/> Insured Mail		<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®																
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™																
<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery																
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise																
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™																
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery																
<input type="checkbox"/> Insured Mail																	
<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)																	
<p>2. Article Number (Transfer from service label)</p> <p>020 0090 0001 0552 0393</p>	<p>PS Form 3811, July 2015 PSN 7530-02-000-9069</p> <p>Domestic Return Receipt</p>																

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY																
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) D. Alvarez</p> <p>C. Date of Delivery 28 JUL 2020</p>																
<p>1. Article Addressed to:</p> <p>DIVISION OF ACCOUNTS DEPARTMENT OF ADMINISTRATION PO BOX 284 AGANA, GU 96932</p>  <p>9590 9402 5555 9249 8782 63</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type</p> <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Return Receipt for Merchandise</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Insured Mail</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Insured Mail Restricted Delivery</td> <td></td> </tr> </table>	<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery	<input type="checkbox"/> Insured Mail		<input type="checkbox"/> Insured Mail Restricted Delivery	
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®																
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™																
<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery																
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise																
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™																
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery																
<input type="checkbox"/> Insured Mail																	
<input type="checkbox"/> Insured Mail Restricted Delivery																	
<p>2. Article Number (Transfer from service label)</p> <p>7027 2680 0000 4467 7308</p>	<p>PS Form 3811, July 2015 PSN 7530-02-000-9069</p> <p>Domestic Return Receipt</p>																


SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY																
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) Dole Alvarez</p> <p>C. Date of Delivery 10 AUG 2020</p>																
<p>1. Article Addressed to:</p> <p>DIVISION OF ACCOUNTS DEPARTMENT OF ADMINISTRATION PO BOX 284 AGANA, GU 96932</p>  <p>9590 9402 5555 9249 8722 78</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type</p> <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Return Receipt for Merchandise</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Insured Mail</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</td> <td></td> </tr> </table>	<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery	<input type="checkbox"/> Insured Mail		<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®																
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™																
<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery																
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise																
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™																
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery																
<input type="checkbox"/> Insured Mail																	
<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)																	
<p>2. Article Number (Transfer from service label)</p> <p>7020 0090 0001 0552 7224</p>	<p>PS Form 3811, July 2015 PSN 7530-02-000-9069</p> <p>Domestic Return Receipt</p>																

EXHIBIT 17
PAGE 001



132 Lagoon Drive, Tamuning, Guam 96913
 Tel: (671) 647-8855 Fax: (671) 647-8860

Bill To

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

P.O. No.	P206E00310
Date	6/2/2020
Invoice #	HSF-0000078
Terms	Upon Receipt

From	To	Description	Qty.	Rate	Open Balance
05/16/20	05/24/20	COVID-19, Quarantined Guests per occupied room	390	99.00	38,610.00
05/16/20	05/24/20	COVID-19, Quarantined Guests per unoccupied room *** NOTHING FOLLOWS *** *** CORRECTED INVOICE ***	492	90.00	44,280.00
Total					\$82,890.00

We certify that the amount listed above is correct and payment has not been received. Should you have any question please contact us. Thank you for your business.



132 Lagoon Drive, Tamuning, Guam 96913
 Tel: (671) 647-8855 Fax: (671) 647-8860

Bill To

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

P.O. No.	P206E00310
Date	6/2/2020
Invoice #	HSF-0000079
Terms	Upon Receipt

From	To	Description	Qty.	Rate	Open Balance
05/25/20	05/29/20	COVID-19, Quarantined Guests per occupied room	0	99.00	0.00
05/25/20	05/29/20	COVID-19, Quarantined Guests per unoccupied room	490	90.00	44,100.00
		*** NOTHING FOLLOWS ***			
		*** CORRECTED INVOICE ***			
Total					\$44,100.00

We certify that the amount listed above is correct and payment has not been received. Should you have any question please contact us. Thank you for your business.



132 Lagoon Drive, Tamuning, Guam 96913
 Tel: (671) 647-8855 Fax: (671) 647-8860

Bill To

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

P.O. No.	P206E00310
Date	6/10/2020
Invoice #	HSF-0000080
Terms	Upon Receipt

From	To	Description	Qty.	Rate	Open Balance
05/30/20	06/05/20	COVID-19, Quarantined Guests per occupied room	0	99.00	0.00
05/30/20	06/05/20	COVID-19, Quarantined Guests per unoccupied room	686	90.00	61,740.00
		*** NOTHING FOLLOWS ***			
		*** CORRECTED INVOICE ***			
Total					\$61,740.00

We certify that the amount listed above is correct and payment has not been received. Should you have any question please contact us. Thank you for your business.



132 Lagoon Drive, Tamuning, Guam 96913
 Tel: (671) 647-8855 Fax: (671) 647-8860

Bill To

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

P.O. No.	P206E00310
Date	6/17/2020
Invoice #	HSF-0000081
Terms	Upon Receipt

From	To	Description	Qty.	Rate	Open Balance
06/06/20	06/12/20	COVID-19, Quarantined Guests per occupied room	0	99.00	0.00
06/06/20	06/12/20	COVID-19, Quarantined Guests per unoccupied room	686	90.00	61,740.00
		*** NOTHING FOLLOWS ***			
		*** CORRECTED INVOICE ***			
Total					\$61,740.00

We certify that the amount listed above is correct and payment has not been received. Should you have any question please contact us. Thank you for your business.



132 Lagoon Drive, Tamuning, Guam 96913
 Tel: (671) 647-8855 Fax: (671) 647-8860

Bill To

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

P.O. No.	P206E00310
Date	6/24/2020
Invoice #	HSF-0000082
Terms	Upon Receipt

From	To	Description	Qty.	Rate	Open Balance
06/13/20	06/19/20	COVID-19, Quarantined Guests per unoccupied room *** NOTHING FOLLOWS ***	686	90.00	61,740.00
Total					\$61,740.00

We certify that the amount listed above is correct and payment has not been received. Should you have any question please contact us. Thank you for your business.



132 Lagoon Drive, Tamuning, Guam 96913
 Tel: (671) 647-8855 Fax: (671) 647-8860

Bill To

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

P.O. No.	P206E00310
Date	6/29/2020
Invoice #	HSF-0000083
Terms	Upon Receipt

From	To	Description	Qty.	Rate	Open Balance
06/20/20	06/26/20	COVID-19, Quarantined Guests per unoccupied room *** NOTHING FOLLOWS ***	686	90.00	61,740.00
Total					\$61,740.00

We certify that the amount listed above is correct and payment has not been received. Should you have any question please contact us. Thank you for your business.



132 Lagoon Drive, Tamuning, Guam 96913
 Tel: (671) 647-8855 Fax: (671) 647-8860

Bill To

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

P.O. No.	P206E00310
Date	7/6/2020
Invoice #	HSF-0000084
Terms	Upon Receipt

From	To	Description	Qty.	Rate	Open Balance
06/27/20	07/03/20	COVID-19, Quarantined Guests per unoccupied room *** NOTHING FOLLOWS***	686	90.00	61,740.00
Total					\$61,740.00

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132 Lagoon Drive, Tamuning, Guam 96913
 Tel: (671) 647-8855 Fax: (671) 647-8860

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

P.O. No.	P206E00310
Date	7/12/2020
Invoice #	HSF-0000085
Terms	Upon Receipt

From	To	Description	Qty.	Rate	Open Balance
07/04/20	07/10/20	COVID-19, Quarantined Guests per unoccupied room *** NOTHING FOLLOWS ***	686	90.00	61,740.00
Total					\$61,740.00

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132 Lagoon Drive, Tamuning, Guam 96913
 Tel: (671) 647-8855 Fax: (671) 647-8860

Bill To

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

P.O. No.	P206E00310
Date	7/27/2020
Invoice #	HSF-0000086
Terms	Upon Receipt

From	To	Description	Qty.	Rate	Open Balance
07/11/20	07/17/20	COVID-19, Quarantined Guests per unoccupied room *** NOTHING FOLLOWS***	686	90.00	61,740.00
Total					\$61,740.00

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132 Lagoon Drive, Tamuning, Guam 96913
 Tel: (671) 647-8855 Fax: (671) 647-8860

Bill To

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

P.O. No.	P206E00310
Date	7/27/2020
Invoice #	HSF-0000087
Terms	Upon Receipt

From	To	Description	Qty.	Rate	Open Balance
07/18/20	07/24/20	COVID-19, Quarantined Guests per unoccupied room *** NOTHING FOLLOWS ***	686	90.00	61,740.00
Total					\$61,740.00

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132 Lagoon Drive, Tamuning, Guam 96913
 Tel: (671) 647-8855 Fax: (671) 647-8860

Bill To

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

P.O. No.	P206E00310
Date	8/4/2020
Invoice #	HSF-0000088
Terms	Upon Receipt

From	To	Description	Qty.	Rate	Open Balance
07/25/20	07/31/20	COVID-19, Quarantined Guests per unoccupied room *** NOTHING FOLLOWS ***	686	90.00	61,740.00
Total					\$61,740.00

We certify that the amount listed above is correct and payment has not been received. Should you have any question please contact us. Thank you for your business.



132 Lagoon Drive, Tamuning, Guam 96913
 Tel: (671) 647-8855 Fax: (671) 647-8860

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

P.O. No.	P206E00310
Date	8/10/2020
Invoice #	HSF-0000089
Terms	Upon Receipt

From	To	Description	Qty.	Rate	Open Balance
08/01/20	08/07/20	COVID-19, Quarantined Guests per unoccupied room *** NOTHING FOLLOWS ***	686	90.00	61,740.00
Total					\$61,740.00

We certify that the amount listed above is correct and payment has not been received. Should you have any question please contact us. Thank you for your business.



132 Lagoon Drive, Tamuning, Guam 96913
 Tel: (671) 647-8855 Fax: (671) 647-8860

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

P.O. No.	P206E00310
Date	8/17/2020
Invoice #	HSF-0000090
Terms	Upon Receipt

From	To	Description	Qty.	Rate	Open Balance
08/08/20	08/14/20	COVID-19, Quarantined Guests per unoccupied room *** NOTHING FOLLOWS ***	686	90.00	61,740.00
Total					\$61,740.00

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132 Lagoon Drive, Tamuning, Guam 96913
 Tel: (671) 647-8855 Fax: (671) 647-8860

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

P.O. No.	P206E00310
Date	8/22/2020
Invoice #	HSF-0000091
Terms	Upon Receipt

From	To	Description	Qty.	Rate	Open Balance
08/15/20	08/21/20	COVID-19, Quarantined Guests per unoccupied room *** NOTHING FOLLOWS ***	686	90.00	61,740.00
Total					\$61,740.00

We certify that the amount listed above is correct and payment has not been received. Should you have any question please contact us. Thank you for your business.



624 North Marine Corps Drive
Tamuning, Guam 96913

Hafa Adai!

07452 2 FP 0.460



HOTEL SANTA FE
132 LAGOON DR
TAMUNING GU 96913

*Check in /
Guest Room*

Diff. Acct.

Account Summary

Account Number:	321477
Invoice Number:	12852472
Billing Date:	Jun 01, 2020
Due Date:	Jun 25, 2020

Previous Balance	\$0.00
Balance Forward	\$0.00
Current Charges	\$3,707.88
Total Amount Due - Please Pay this Amount	\$3,707.88

Guest Rooms

GTA News & Notes

GTA encourages you to stay safe and stay healthy!

Start, Play or Live Limitless! Introducing our new MultiLine Limitless wireless plans. Our new plans offer unlimited local talk, text and data at prices to fit your budget. Now enjoy additional savings when you add more lines! Come see us to find out how to save more!

Our retail location at the Agana Shopping Center is now permanently closed. We will gladly continue to serve you at our other locations at our GTA Experience Center in Tamuning, Micronesia Mall, AAFES BX and the NEX at Naval Base Guam.

We have made changes to our Wireless Data Fair Usage Policy. Please visit www.gta.net/wireless-data-management/ to review the changes.

For more information visit www.gta.net or call us at 644-4482.

For more information, please call 644-4482 contact us at ask@gta.net, or visit us at www.gta.net.

Please detach and return this portion with your payment.



624 North Marine Corps Drive
Tamuning, Guam 96913

HOTEL SANTA FE

Remittance Section

Account Number:	321477
Billing Date:	Jun 01, 2020
Due Date:	Jun 25, 2020
Amount Due	\$3,707.88

Amount Enclosed: \$

Please put your account number on your check and make payable to: GTA.

Auto Pay Check here and fill out the back to pay your future bills automatically or make changes. Please ensure expiration dates are updated (see back for details).

Change of Billing Address Check here and make changes on back.



|||||
GTA
P.O. BOX 22889
BARRIGADA GU 96921-2889



A, herein referred to as 'we', reserves the right to change policies and practices and will provide the customer, herein referred to as 'you', with notification of any change thirty (30) days in advance of that change.

FORMATION REGARDING YOUR BILL: We make all attempts to mail out bills in a timely manner, but are not responsible for mail delivery failure or late bills. Payment is due and payable in advance within thirty (30) days from date of bill regardless of the day you receive our bill.

LATE FEES: Failure to make a full payment for the total amount due, on or before thirty (30) days from the date of bill will result in a late charge, which will appear on your next billing statement.

SUSPENSION FOR NON-PAYMENT: To avoid a temporary suspension of service, payment for any amount in arrears must be received by the 15th day of the following billing cycle. If payment is not received, your account will be subject to suspension without further notice.

DROP BOX PAYMENTS: Payments received after 4:00 pm in a GTA drop box will not be recorded until the next business day.

TERMINATION OF SERVICE: A termination order will be issued ten (10) days after service has been suspended. To re-establish service, you will be required to pay all outstanding charges and any fees associated with new service activation before the service is restored.

REJECTED TRANSACTIONS: A \$26.00 fee will be charged for all rejected checks, credit, or debit card transactions. This fee may be adjusted at our discretion to reflect the prevailing charges imposed by financial institutions.

DISPUTED BILLING: Billing errors must be brought to our attention within 15 days from the bill date (Includes auto pay per rejected transaction).

PRORATED AMOUNTS: A partial month charge, or prorata, may be generated whenever you make a change to your service.

ACCESS TO CUSTOMER'S HOME/PROPERTY: You, or an authorized representative (18 yrs or older), must be present for us to install, inspect, maintain, replace, remove, or repair equipment or service within your premise. This authorization may also include permitting us and our contractors to enter your exterior property at reasonable times, even if you are not present.

PROVISIONS OF SERVICE: We are not responsible for interruptions in service due to circumstances beyond our control, including without limitations: Acts of God; power failure; or any other condition. We make no warranty, either expressed or implied, regarding equipment and service.

PAYMENT LOCATIONS AND HOURS:

Table with 4 columns listing various payment locations (Experience Center, Micronesia Mall, Agaña Shopping Center, NEX Guam Building, AAFES Exchange, Smart Center) and their respective hours of operation.

Link: For a list of participating financial institutions, please visit www.gta.net or call 644-4482.

CHECK PAYMENTS: Please make checks payable to GTA gta-321477

Autopay is the EASY way! Please indicate if this is a new or updated application. Check the AutoPay box on the front of the remittance section and then choose an AutoPay Option and sign below.

Credit Card AutoPay Your card will be charged for your balance due every month. Not for one-time payments. Please ensure expiration dates are updated.

MASTERCARD VISA AMERICAN EXPRESS DISCOVER

Card number input field (16 digits), Exp Date (MM/YY), and CVV input fields.

Name as it appears on your credit card: _____

Pay on-line with ePay: Visit www.gta.net and pay your bill on line. Click Pay My Bill to register.

Direct Debit AutoPay: The balance will be withdrawn directly from your bank account each month via direct debit. Please ensure your bank is a participant in the Automated Clearing House program.

Checking: The balance will be withdrawn directly from your bank account each month via direct debit. Please ensure your bank is a participant in the Automated Clearing House program.

Savings: Bank Name/Account Holder's Name Account Number Routing Number

Termination of AutoPay

By signing below, I authorize GTA, or its financial institution, to process the indicated selections. I agree to contact GTA at least seven (7) days before the due date with any concerns to allow time for corrections.

Signature: _____ Date: _____

Change of Billing Address

Check the box on the front of this remittance section and fill in below. If you are moving your service location, call (671)644-4482.

New Mailing Address _____

P.O. Box / Street Address _____

City _____

State _____ Zip _____

Account / Service No. _____

Email Address _____

Preferred Mobile _____ EXHIBIT 32 PAGE 002



Customer
Account Number
Billing Period

HOTEL SANTA FE
321477
06/01/20 - 06/30/20

Summary Total By Service						Recurring Charges	Other Charges	Usage Charges	Sur.	Total	
Other Charges	69.56	2,087.00	0.00	0.00	2,136.56						
(671) 488-0165	12.78	0.00	0.00	3.00	15.78	(671) 488-6873	12.78	0.00	0.00	3.00	15.78
(671) 488-0279	12.78	0.00	0.00	3.00	15.78	(671) 488-6827	12.78	0.00	0.00	3.00	15.78
(671) 488-0308	12.78	0.00	0.00	3.00	15.78	(671) 488-6831	12.78	0.00	0.00	3.00	15.78
(671) 488-0382	12.78	0.00	0.00	3.00	15.78	(671) 488-6842	12.78	0.00	0.00	3.00	15.78
(671) 488-0562	12.78	0.00	0.00	3.00	15.78	(671) 488-6871	12.78	0.00	0.00	3.00	15.78
(671) 488-0674	12.78	0.00	0.00	3.00	15.78	(671) 488-6902	12.78	0.00	0.00	3.00	15.78
(671) 488-0675	12.78	0.00	0.00	3.00	15.78	(671) 488-6970	12.78	0.00	0.00	3.00	15.78
(671) 488-0687	12.78	0.00	8.30	3.00	24.08	(671) 488-7078	12.78	0.00	0.00	3.00	15.78
(671) 488-0692	12.78	0.00	0.00	3.00	15.78	(671) 488-7388	12.78	0.00	0.00	3.00	15.78
(671) 488-0808	12.78	0.00	0.00	3.00	15.78	(671) 488-7568	12.78	0.00	0.00	3.00	15.78
(671) 488-0754	12.78	0.00	0.00	3.00	15.78	(671) 488-7965	12.78	0.00	0.00	3.00	15.78
(671) 488-0791	12.78	0.00	0.00	3.00	15.78	(671) 488-9073	12.78	0.00	0.00	3.00	15.78
(671) 488-0849	12.78	0.00	0.00	3.00	15.78	(671) 488-8106	12.78	0.00	0.00	3.00	15.78
(671) 488-1266	12.78	0.00	0.00	3.00	15.78	(671) 488-8120	12.78	0.00	0.00	3.00	15.78
(671) 488-1262	12.78	0.00	0.00	3.00	15.78	(671) 488-8258	12.78	0.00	0.00	3.00	15.78
(671) 488-1315	12.78	0.00	0.00	3.00	15.78	(671) 488-8280	12.78	0.00	0.00	3.00	15.78
(671) 488-1383	12.78	0.00	0.00	3.00	15.78	(671) 488-8365	12.78	0.00	0.00	3.00	15.78
(671) 488-1384	12.78	0.00	0.00	3.00	15.78	(671) 488-8563	12.78	0.00	0.00	3.00	15.78
(671) 488-1587	12.78	0.00	0.00	3.00	15.78	(671) 488-8593	12.78	0.00	0.00	3.00	15.78
(671) 488-1679	12.78	0.00	0.00	3.00	15.78	(671) 488-9068	12.78	0.00	0.40	3.00	16.18
(671) 488-1755	12.78	0.00	0.00	3.00	15.78	(671) 488-9074	12.49	0.00	0.00	3.00	15.49
(671) 488-1761	12.78	0.00	0.00	3.00	15.78	(671) 488-9152	12.78	0.00	0.00	3.00	15.78
(671) 488-1836	12.49	0.00	0.00	3.00	15.49	(671) 488-9240	12.78	0.00	0.00	3.00	15.78
(671) 488-2156	12.49	0.00	0.00	3.00	15.49	(671) 488-9306	12.78	0.00	0.00	3.00	15.78
(671) 488-2286	12.49	0.00	0.00	3.00	15.49	(671) 488-9306	12.78	0.00	0.00	3.00	15.78
(671) 488-2845	12.49	0.00	0.00	3.00	15.49	Account Total	\$1,532.18	\$2,067.00	\$8.78	\$300.00	\$3,707.88
(671) 488-2891	12.49	0.00	0.00	3.00	15.49	Other Charges and Credits					
(671) 488-2853	12.49	0.00	0.00	3.00	15.49	Description					
(671) 488-2855	12.49	0.00	0.00	3.00	15.49	3in1 SIM Card 84K USIM				Amount	
(671) 488-2874	12.49	0.00	0.00	3.00	15.49	Figgo Fury Pro W282 Black				\$0.00	
(671) 488-2921	12.49	0.00	0.00	3.00	15.49	Figgo Fury Pro W282 Black				\$39.00	
(671) 488-3039	12.49	0.00	0.00	3.00	15.49	Figgo Fury Pro W282 Black				\$39.00	
(671) 488-3041	12.49	0.00	0.00	3.00	15.49	Figgo Fury Pro W282 Black				\$39.00	
(671) 488-3068	12.49	0.00	0.00	3.00	15.49	Figgo Fury Pro W282 Black				\$39.00	
(671) 488-3070	12.49	0.00	0.00	3.00	15.49	Figgo Fury Pro W282 Black				\$39.00	
(671) 488-3196	12.49	0.00	0.00	3.00	15.49	Figgo Fury Pro W282 Black				\$39.00	
(671) 488-3202	12.49	0.00	0.00	3.00	15.49	Figgo Fury Pro W282 Black				\$39.00	
(671) 488-3219	12.49	0.00	0.00	3.00	15.49	Figgo Fury Pro W282 Black				\$39.00	
(671) 488-3225	12.49	0.00	0.00	3.00	15.49	Figgo Fury Pro W282 Black				\$39.00	
(671) 488-3237	12.49	0.00	0.00	3.00	15.49	Figgo Fury Pro W282 Black				\$39.00	
(671) 488-3317	12.49	0.00	0.00	3.00	15.49	Figgo Fury Pro W282 Black				\$39.00	
(671) 488-3348	12.49	0.00	0.00	3.00	15.49	Figgo Fury Pro W282 Black				\$39.00	
(671) 488-3520	12.49	0.00	0.00	3.00	15.49	Figgo Fury Pro W282 Black				\$39.00	
(671) 488-3563	12.49	0.00	0.00	3.00	15.49	Figgo Fury Pro W282 Black				\$39.00	
(671) 488-3594	12.49	0.00	0.00	3.00	15.49	Figgo Fury Pro W282 Black				\$39.00	
(671) 488-3604	12.49	0.00	0.00	3.00	15.49	Figgo Fury Pro W282 Black				\$39.00	
(671) 488-3629	12.49	0.00	0.00	3.00	15.49	Figgo Fury Pro W282 Black				\$39.00	
(671) 488-3641	12.49	0.00	0.00	3.00	15.49	Figgo Fury Pro W282 Black				\$39.00	
(671) 488-3658	12.49	0.00	0.00	3.00	15.49	Figgo Fury Pro W282 Black				\$39.00	
(671) 488-3673	12.49	0.00	0.00	3.00	15.49	Figgo Fury Pro W282 Black				\$39.00	
(671) 488-3737	12.49	0.00	0.00	3.00	15.49	Figgo Fury Pro W282 Black				\$39.00	
(671) 488-3813	12.49	0.00	0.00	3.00	15.49	Figgo Fury Pro W282 Black				\$39.00	
(671) 488-3851	12.49	0.00	0.00	3.00	15.49	Figgo Fury Pro W282 Black				\$39.00	
(671) 488-3870	12.49	0.00	0.00	3.00	15.49	Figgo Fury Pro W282 Black				\$39.00	
(671) 488-3881	12.49	0.00	0.00	3.00	15.49	Figgo Fury Pro W282 Black				\$39.00	
(671) 488-3889	12.49	0.00	0.00	3.00	15.49	Figgo Fury Pro W282 Black				\$39.00	
(671) 488-4041	12.49	0.00	0.00	3.00	15.49	Figgo Fury Pro W282 Black				\$39.00	
(671) 488-4043	12.49	0.00	0.00	3.00	15.49	Figgo Fury Pro W282 Black				\$39.00	
(671) 488-4173	12.49	0.00	0.00	3.00	15.49	Figgo Fury Pro W282 Black				\$39.00	
(671) 488-4190	12.49	0.00	0.00	3.00	15.49	Figgo Fury Pro W282 Black				\$39.00	
(671) 488-4193	12.49	0.00	0.00	3.00	15.49	Figgo Fury Pro W282 Black				\$39.00	
(671) 488-4287	12.49	0.00	0.00	3.00	15.49	Figgo Fury Pro W282 Black				\$39.00	
(671) 488-4291	12.49	0.00	0.00	3.00	15.49	Figgo Fury Pro W282 Black				\$39.00	
(671) 488-4347	12.49	0.00	0.00	3.00	15.49	Figgo Fury Pro W282 Black				\$39.00	
(671) 488-4665	12.49	0.00	0.00	3.00	15.49	Figgo Fury Pro W282 Black				\$39.00	
(671) 488-4817	12.49	0.00	0.00	3.00	15.49	Figgo Fury Pro W282 Black				\$39.00	
(671) 488-4866	12.49	0.00	0.00	3.00	15.49	Figgo Fury Pro W282 Black				\$39.00	
(671) 488-5117	12.49	0.00	0.00	3.00	15.49	Figgo Fury Pro W282 Black				\$39.00	
(671) 488-5172	12.49	0.00	0.00	3.00	15.49	Figgo Fury Pro W282 Black				\$39.00	
(671) 488-5199	12.49	0.00	0.00	3.00	15.49	Figgo Fury Pro W282 Black				\$39.00	
(671) 488-5243	12.49	0.00	0.00	3.00	15.49	Figgo Fury Pro W282 Black				\$39.00	
(671) 488-5295	12.49	0.00	0.00	3.00	15.49	Figgo Fury Pro W282 Black				\$39.00	
(671) 488-5383	12.49	0.00	0.00	3.00	15.49	Figgo Fury Pro W282 Black				\$39.00	
(671) 488-5409	12.49	0.00	0.00	3.00	15.49	Figgo Fury Pro W282 Black				\$39.00	
(671) 488-6506	12.78	0.00	0.00	3.00	15.78	Figgo Fury Pro W282 Black				\$39.00	

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Figo Fury Pro W282 Black	\$39.00
Figo Fury Pro W282 Black	\$39.00
Figo Fury Pro W282 Black	\$39.00
Figo Fury Pro W282 Black	\$39.00
Figo Fury Pro W282 Black	\$39.00
Figo Fury Pro W282 Black	\$39.00
Figo Fury Pro W282 Black	\$39.00
Figo Fury Pro W282 Black	\$39.00
Figo Fury Pro W282 Black	\$39.00
Figo Fury Pro W282 Black	\$39.00
Figo Fury Pro W282 Black	\$39.00
Figo Fury Pro W282 Black	\$39.00
Figo Fury Pro W282 Black	\$39.00
Figo Fury Pro W282 Black	\$39.00
Figo Fury Pro W282 Black	\$39.00
Figo Fury Pro W282 Black	\$39.00

Total Other Charges and Credits \$2,067.00
GTA Wireless

5,000 Minutes
Billing Dates: 06/01/20 - 06/30/20

Recurring Charges		
Enterprise Shared Plan - 5,000 Minu	05/19-05/31	\$20.55
Enterprise Shared Plan - 5,000 Minu	06/01-06/30	\$49.00
		\$69.55

Wireless Usage Charges		
	Min/KB/Message	
5,000 Free Minutes	1,016.0	\$0.00
Unlimited Local SMS	747	\$0.00
Unlimited Mobile to Mobile	363.0	\$0.00
Unlimited Nights and Weekends	1,917.0	\$0.00
SMS from Guam to International	76	\$7.60
SMS from Guam to USA	11	\$1.10
		\$8.70

Service Total \$39.55

Service Details (671) 488-0166
Billing Dates: 06/01/20 - 06/30/20

Recurring Charges		
Add a User (ESP - Item)	05/19-05/31	\$3.78
Add a User (ESP - Item)	06/01-06/30	\$9.00
		\$12.78

Surcharges		
E911 Service Charge		\$2.00
LNP GSM End User Charge		\$1.00
		\$3.00

Service Total \$15.78

Service Details (671) 488-0279
Billing Dates: 06/01/20 - 06/30/20

Recurring Charges		
Add a User (ESP - Item)	05/19-05/31	\$3.78
Add a User (ESP - Item)	06/01-06/30	\$9.00
		\$12.78

Wireless Usage Charges		
	Min/KB/Message	
Unlimited Mobile to Mobile	8.0	\$0.00
Unlimited Nights and Weekends	8.0	\$0.00
		\$0.00

Surcharges		
E911 Service Charge		\$2.00
LNP GSM End User Charge		\$1.00
		\$3.00

Service Total \$15.78

Service Details (671) 488-0386

Billing Dates: 06/01/20 - 06/30/20

Recurring Charges			
			Amount
Add a User (ESP - Item)	05/19-05/31		\$3.78
Add a User (ESP - Item)	06/01-06/30		\$9.00
			\$12.78

Surcharges			
E911 Service Charge			\$2.00
LNP GSM End User Charge			\$1.00
			\$3.00

Service Total \$15.78

Service Details (671) 488-0382
Billing Dates: 06/01/20 - 06/30/20

Recurring Charges			
			Amount
Add a User (ESP - Item)	05/19-05/31		\$3.78
Add a User (ESP - Item)	06/01-06/30		\$9.00
			\$12.78

Wireless Usage Charges			
	Min/KB/Message		
5,000 Free Minutes	37.0		\$0.00
Unlimited Mobile to Mobile	8.0		\$0.00
Unlimited Nights and Weekends	39.0		\$0.00
			\$0.00

Surcharges			
E911 Service Charge			\$2.00
LNP GSM End User Charge			\$1.00
			\$3.00

Service Total \$15.78

Service Details (671) 488-0562
Billing Dates: 06/01/20 - 06/30/20

Recurring Charges			
			Amount
Add a User (ESP - Item)	05/19-05/31		\$3.78
Add a User (ESP - Item)	06/01-06/30		\$9.00
			\$12.78

Wireless Usage Charges			
	Min/KB/Message		
5,000 Free Minutes	3.0		\$0.00
Unlimited Mobile to Mobile	35.0		\$0.00
Unlimited Nights and Weekends	20.0		\$0.00
			\$0.00

Surcharges			
E911 Service Charge			\$2.00
LNP GSM End User Charge			\$1.00
			\$3.00

Service Total \$15.78

Service Details (671) 488-0674
Billing Dates: 06/01/20 - 06/30/20

Recurring Charges			
			Amount
Add a User (ESP - Item)	05/19-05/31		\$3.78
Add a User (ESP - Item)	06/01-06/30		\$9.00
			\$12.78

Surcharges			
E911 Service Charge			\$2.00
LNP GSM End User Charge			\$1.00
			\$3.00

Service Total \$15.78

Service Details (671) 488-0675

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Service Total \$3.00
\$15.78

5,000 Free Minutes 4.0 \$0.00
\$0.00

Service Details (671) 488-1262
Billing Dates: 06/01/20 - 06/30/20

Service Total \$2.00
\$1.00
\$3.00

Recurring Charges Amount
Add a User (ESP - Item) 05/19-05/31 \$3.78
Add a User (ESP - Item) 06/01-06/30 \$9.00
\$12.78

Service Total \$15.78

Wireless Usage Charges Min/KB/Messages
5,000 Free Minutes 4.0 \$0.00
Unlimited Mobile to Mobile 28.0 \$0.00
Unlimited Nights and Weekends 27.0 \$0.00
\$0.00

Service Details (671) 488-1567
Billing Dates: 06/01/20 - 06/30/20

Recurring Charges Amount
Add a User (ESP - Item) 05/19-05/31 \$3.78
Add a User (ESP - Item) 06/01-06/30 \$9.00
\$12.78

Service Total \$2.00
\$1.00
\$3.00
\$15.78

Service Total \$2.00
\$1.00
\$3.00
\$15.78

Service Details (671) 488-1315
Billing Dates: 06/01/20 - 06/30/20

Service Details (671) 488-1679
Billing Dates: 06/01/20 - 06/30/20

Recurring Charges Amount
Add a User (ESP - Item) 05/19-05/31 \$3.78
Add a User (ESP - Item) 06/01-06/30 \$9.00
\$12.78

Recurring Charges Amount
Add a User (ESP - Item) 05/19-05/31 \$3.78
Add a User (ESP - Item) 06/01-06/30 \$9.00
\$12.78

Wireless Usage Charges Min/KB/Messages
5,000 Free Minutes 2.0 \$0.00
Unlimited Nights and Weekends 2.0 \$0.00
\$0.00

Wireless Usage Charges Min/KB/Messages
5,000 Free Minutes 26.0 \$0.00
Unlimited Nights and Weekends 6.0 \$0.00
\$0.00

Service Total \$2.00
\$1.00
\$3.00
\$15.78

Service Total \$2.00
\$1.00
\$3.00
\$15.78

Service Details (671) 488-1383
Billing Dates: 06/01/20 - 06/30/20

Service Details (671) 488-1755
Billing Dates: 06/01/20 - 06/30/20

Recurring Charges Amount
Add a User (ESP - Item) 06/19-05/31 \$3.78
Add a User (ESP - Item) 06/01-06/30 \$9.00
\$12.78

Recurring Charges Amount
Add a User (ESP - Item) 05/19-05/31 \$3.78
Add a User (ESP - Item) 06/01-06/30 \$9.00
\$12.78

Wireless Usage Charges Min/KB/Messages
5,000 Free Minutes 8.0 \$0.00
Unlimited Nights and Weekends 10.0 \$0.00
\$0.00

Wireless Usage Charges Min/KB/Messages
5,000 Free Minutes 4.0 \$0.00
Unlimited Mobile to Mobile 2.0 \$0.00
Unlimited Nights and Weekends 7.0 \$0.00
\$0.00

Service Total \$2.00
\$1.00
\$3.00
\$15.78

Service Total \$2.00
\$1.00
\$3.00
\$15.78

Service Details (671) 488-1384
Billing Dates: 06/01/20 - 06/30/20

Service Details (671) 488-1761
Billing Dates: 06/01/20 - 06/30/20

Recurring Charges Amount
Add a User (ESP - Item) 05/19-05/31 \$3.78
Add a User (ESP - Item) 06/01-06/30 \$9.00
\$12.78

Recurring Charges Amount
Add a User (ESP - Item) 05/19-05/31 \$3.78
Add a User (ESP - Item) 06/01-06/30 \$9.00
\$12.78

Wireless Usage Charges Min/KB/Messages

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Recurring Charges	Amount
Add a User (ESP - Item) 05/19-05/31	\$3.78
Add a User (ESP - Item) 06/01-06/30	\$9.00
	\$12.78

Wireless Usage Charges	Min/KB/Messages	Amount
5,000 Free Minutes	392.0	\$0.00
Unlimited Local SMS	1	\$0.00
Unlimited Mobile to Mobile	194.0	\$0.00
Unlimited Nights and Weekends	893.0	\$0.00
		\$0.00

Surcharges	Amount
E911 Service Charge	\$2.00
LNP GSM End User Charge	\$1.00
	\$3.00

Service Total \$15.78

Service Details (671) 488-0687

Billing Dates: 06/01/20 - 06/30/20

Recurring Charges	Amount
Add a User (ESP - Item) 05/19-05/31	\$3.78
Add a User (ESP - Item) 06/01-06/30	\$9.00
	\$12.78

Wireless Usage Charges	Min/KB/Messages	Amount
5,000 Free Minutes	219.0	\$0.00
Unlimited Local SMS	745	\$0.00
Unlimited Mobile to Mobile	8.0	\$0.00
Unlimited Nights and Weekends	502.0	\$0.00
SMS from Guam to International	72	\$7.20
SMS from Guam to USA	11	\$1.10
		\$8.30

Surcharges	Amount
E911 Service Charge	\$2.00
LNP GSM End User Charge	\$1.00
	\$3.00

Service Total \$24.08

Service Details (671) 488-0692

Billing Dates: 06/01/20 - 06/30/20

Recurring Charges	Amount
Add a User (ESP - Item) 05/19-05/31	\$3.78
Add a User (ESP - Item) 06/01-06/30	\$9.00
	\$12.78

Wireless Usage Charges	Min/KB/Messages	Amount
Unlimited Nights and Weekends	2.0	\$0.00
		\$0.00

Surcharges	Amount
E911 Service Charge	\$2.00
LNP GSM End User Charge	\$1.00
	\$3.00

Service Total \$15.78

Service Details (671) 488-0698

Billing Dates: 06/01/20 - 06/30/20

Recurring Charges	Amount
Add a User (ESP - Item) 05/19-05/31	\$3.78
Add a User (ESP - Item) 06/01-06/30	\$9.00
	\$12.78

Wireless Usage Charges	Min/KB/Messages	Amount
5,000 Free Minutes	95.0	\$0.00

Unlimited Mobile to Mobile	2.0	\$0.00
Unlimited Nights and Weekends	174.0	\$0.00
		\$0.00

Surcharges	Amount
E911 Service Charge	\$2.00
LNP GSM End User Charge	\$1.00
	\$3.00

Service Total \$15.78

Service Details (671) 488-0754

Billing Dates: 06/01/20 - 06/30/20

Recurring Charges	Amount
Add a User (ESP - Item) 05/19-05/31	\$3.78
Add a User (ESP - Item) 06/01-06/30	\$9.00
	\$12.78

Wireless Usage Charges	Min/KB/Messages	Amount
5,000 Free Minutes	3.0	\$0.00
Unlimited Mobile to Mobile	18.0	\$0.00
Unlimited Nights and Weekends	36.0	\$0.00
		\$0.00

Surcharges	Amount
E911 Service Charge	\$2.00
LNP GSM End User Charge	\$1.00
	\$3.00

Service Total \$15.78

Service Details (671) 488-0791

Billing Dates: 06/01/20 - 06/30/20

Recurring Charges	Amount
Add a User (ESP - Item) 05/19-05/31	\$3.78
Add a User (ESP - Item) 06/01-06/30	\$9.00
	\$12.78

Surcharges	Amount
E911 Service Charge	\$2.00
LNP GSM End User Charge	\$1.00
	\$3.00

Service Total \$15.78

Service Details (671) 488-0849

Billing Dates: 06/01/20 - 06/30/20

Recurring Charges	Amount
Add a User (ESP - Item) 05/19-05/31	\$3.78
Add a User (ESP - Item) 06/01-06/30	\$9.00
	\$12.78

Surcharges	Amount
E911 Service Charge	\$2.00
LNP GSM End User Charge	\$1.00
	\$3.00

Service Total \$15.78

Service Details (671) 488-1256

Billing Dates: 06/01/20 - 06/30/20

Recurring Charges	Amount
Add a User (ESP - Item) 05/19-05/31	\$3.78
Add a User (ESP - Item) 06/01-06/30	\$9.00
	\$12.78

Surcharges	Amount
E911 Service Charge	\$2.00
LNP GSM End User Charge	\$1.00

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	\$3.00	LNP GSM End User Charge	\$1.00
Service Total	\$15.49		\$3.00
Service Total		\$15.49	

	\$3.00	LNP GSM End User Charge	\$1.00
Service Total	\$15.49		\$3.00
Service Total		\$15.49	

Service Details (671) 488-3348
Billing Dates: 06/01/20 - 06/30/20

Recurring Charges	Amount
Add a User (ESP - Item) 05/20-05/31	\$3.49
Add a User (ESP - Item) 06/01-06/30	\$9.00
	\$12.49

Surcharges	Amount
E911 Service Charge	\$2.00
LNP GSM End User Charge	\$1.00
	\$3.00

Service Total	\$15.49
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Service Details (671) 488-3429
Billing Dates: 06/01/20 - 06/30/20

Recurring Charges	Amount
Add a User (ESP - Item) 05/20-05/31	\$3.49
Add a User (ESP - Item) 06/01-06/30	\$9.00
	\$12.49

Surcharges	Amount
E911 Service Charge	\$2.00
LNP GSM End User Charge	\$1.00
	\$3.00

Service Total	\$15.49
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Service Details (671) 488-3520
Billing Dates: 06/01/20 - 06/30/20

Recurring Charges	Amount
Add a User (ESP - Item) 05/20-05/31	\$3.49
Add a User (ESP - Item) 06/01-06/30	\$9.00
	\$12.49

Surcharges	Amount
E911 Service Charge	\$2.00
LNP GSM End User Charge	\$1.00
	\$3.00

Service Total	\$15.49
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Service Details (671) 488-3641
Billing Dates: 06/01/20 - 06/30/20

Recurring Charges	Amount
Add a User (ESP - Item) 05/20-05/31	\$3.49
Add a User (ESP - Item) 06/01-06/30	\$9.00
	\$12.49

Surcharges	Amount
E911 Service Charge	\$2.00
LNP GSM End User Charge	\$1.00
	\$3.00

Service Total	\$15.49
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Service Details (671) 488-3583
Billing Dates: 06/01/20 - 06/30/20

Recurring Charges	Amount
Add a User (ESP - Item) 05/20-05/31	\$3.49
Add a User (ESP - Item) 06/01-06/30	\$9.00
	\$12.49

Surcharges	Amount
E911 Service Charge	\$2.00
LNP GSM End User Charge	\$1.00
	\$3.00

Service Total	\$15.49
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Service Details (671) 488-3858
Billing Dates: 06/01/20 - 06/30/20

Recurring Charges	Amount
Add a User (ESP - Item) 05/20-05/31	\$3.49
Add a User (ESP - Item) 06/01-06/30	\$9.00
	\$12.49

Surcharges	Amount
E911 Service Charge	\$2.00
LNP GSM End User Charge	\$1.00
	\$3.00

Service Total	\$15.49
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Service Details (671) 488-3594
Billing Dates: 06/01/20 - 06/30/20

Recurring Charges	Amount
Add a User (ESP - Item) 05/20-05/31	\$3.49
Add a User (ESP - Item) 06/01-06/30	\$9.00
	\$12.49

Surcharges	Amount
E911 Service Charge	\$2.00
LNP GSM End User Charge	\$1.00
	\$3.00

Service Total	\$15.49
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Service Details (671) 488-3673
Billing Dates: 06/01/20 - 06/30/20

Recurring Charges	Amount
Add a User (ESP - Item) 05/20-05/31	\$3.49
Add a User (ESP - Item) 06/01-06/30	\$9.00
	\$12.49

Surcharges	Amount
E911 Service Charge	\$2.00
LNP GSM End User Charge	\$1.00
	\$3.00

Service Total	\$15.49
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Service Details (671) 488-3604
Billing Dates: 06/01/20 - 06/30/20

Recurring Charges	Amount
Add a User (ESP - Item) 05/20-05/31	\$3.49
Add a User (ESP - Item) 06/01-06/30	\$9.00
	\$12.49

Surcharges	Amount
E911 Service Charge	\$2.00

Service Details (671) 488-3757
Billing Dates: 06/01/20 - 06/30/20

Recurring Charges	Amount
Add a User (ESP - Item) 05/20-05/31	\$3.49
Add a User (ESP - Item) 06/01-06/30	\$9.00
	\$12.49

Surcharges	Amount
E911 Service Charge	\$2.00

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E911 Service Charge	\$2.00
LNP GSM End User Charge	\$1.00
	\$3.00
Service Total	\$15.48

Service Details (671) 488-3813
Billing Dates: 06/01/20 - 06/30/20

Recurring Charges	Amount
Add a User (ESP - Item) 05/20-05/31	\$3.49
Add a User (ESP - Item) 06/01-06/30	\$9.00
	\$12.49

Surcharges	
E911 Service Charge	\$2.00
LNP GSM End User Charge	\$1.00
	\$3.00
Service Total	\$15.48

Service Details (671) 488-3851
Billing Dates: 06/01/20 - 06/30/20

Recurring Charges	Amount
Add a User (ESP - Item) 05/20-05/31	\$3.49
Add a User (ESP - Item) 06/01-06/30	\$9.00
	\$12.49

Surcharges	
E911 Service Charge	\$2.00
LNP GSM End User Charge	\$1.00
	\$3.00
Service Total	\$15.48

Service Details (671) 488-3870
Billing Dates: 06/01/20 - 06/30/20

Recurring Charges	Amount
Add a User (ESP - Item) 05/20-05/31	\$3.49
Add a User (ESP - Item) 06/01-06/30	\$9.00
	\$12.49

Surcharges	
E911 Service Charge	\$2.00
LNP GSM End User Charge	\$1.00
	\$3.00
Service Total	\$15.48

Service Details (671) 488-3881
Billing Dates: 06/01/20 - 06/30/20

Recurring Charges	Amount
Add a User (ESP - Item) 05/20-05/31	\$3.49
Add a User (ESP - Item) 06/01-06/30	\$9.00
	\$12.49

Surcharges	
E911 Service Charge	\$2.00
LNP GSM End User Charge	\$1.00
	\$3.00
Service Total	\$15.48

Service Details (671) 488-3889
Billing Dates: 06/01/20 - 06/30/20

Recurring Charges	Amount
Add a User (ESP - Item) 05/20-05/31	\$3.49
Add a User (ESP - Item) 06/01-06/30	\$9.00
	\$12.49

Surcharges	
E911 Service Charge	\$2.00
LNP GSM End User Charge	\$1.00
	\$3.00
Service Total	\$15.48

Service Details (671) 488-4041
Billing Dates: 06/01/20 - 06/30/20

Recurring Charges	Amount
Add a User (ESP - Item) 05/20-05/31	\$3.49
Add a User (ESP - Item) 06/01-06/30	\$9.00
Unlimited Local SMS 05/20-05/31	\$0.00
Unlimited Local SMS 06/01-06/30	\$0.00
	\$12.49

Surcharges	
E911 Service Charge	\$2.00
LNP GSM End User Charge	\$1.00
	\$3.00
Service Total	\$15.48

Service Details (671) 488-4043
Billing Dates: 06/01/20 - 06/30/20

Recurring Charges	Amount
Add a User (ESP - Item) 05/20-05/31	\$3.49
Add a User (ESP - Item) 06/01-06/30	\$9.00
	\$12.49

Surcharges	
E911 Service Charge	\$2.00
LNP GSM End User Charge	\$1.00
	\$3.00
Service Total	\$15.48

Service Details (671) 488-4173
Billing Dates: 06/01/20 - 06/30/20

Recurring Charges	Amount
Add a User (ESP - Item) 05/20-05/31	\$3.49
Add a User (ESP - Item) 06/01-06/30	\$9.00
Unlimited Local SMS 05/20-05/31	\$0.00
Unlimited Local SMS 06/01-06/30	\$0.00
Unlimited Nights & Weekends (ESP) 05/20-05/31	\$0.00
Unlimited Nights & Weekends (ESP) 06/01-06/30	\$0.00
	\$12.49

Surcharges	
E911 Service Charge	\$2.00
LNP GSM End User Charge	\$1.00
	\$3.00
Service Total	\$15.48

Service Details (671) 488-4199
Billing Dates: 06/01/20 - 06/30/20

Recurring Charges	Amount
Add a User (ESP - Item) 05/20-05/31	\$3.49
Add a User (ESP - Item) 06/01-06/30	\$9.00
	\$12.49

Surcharges	
E911 Service Charge	\$2.00
LNP GSM End User Charge	\$1.00
	\$3.00
Service Total	\$15.48

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Service Details		(671) 488-4193
Billing Dates: 06/01/20 - 06/30/20		
Recurring Charges		
Add a User (ESP - Item)	05/20-05/31	\$3.49
Add a User (ESP - Item)	06/01-06/30	\$9.00
		\$12.49
Surcharges		
E911 Service Charge		\$2.00
LNP GSM End User Charge		\$1.00
		\$3.00
Service Total		\$15.49

Service Details		(671) 488-4287
Billing Dates: 06/01/20 - 06/30/20		
Recurring Charges		
Add a User (ESP - Item)	05/20-05/31	\$3.49
Add a User (ESP - Item)	06/01-06/30	\$9.00
		\$12.49
Surcharges		
E911 Service Charge		\$2.00
LNP GSM End User Charge		\$1.00
		\$3.00
Service Total		\$15.49

Service Details		(671) 488-4291
Billing Dates: 06/01/20 - 06/30/20		
Recurring Charges		
Add a User (ESP - Item)	05/20-05/31	\$3.49
Add a User (ESP - Item)	06/01-06/30	\$9.00
Unlimited Local SMS	05/20-05/31	\$0.00
Unlimited Local SMS	06/01-06/30	\$0.00
Unlimited Nights & Weekends (ESP)	05/20-05/31	\$0.00
Unlimited Nights & Weekends (ESP)	06/01-06/30	\$0.00
		\$12.49
Surcharges		
E911 Service Charge		\$2.00
LNP GSM End User Charge		\$1.00
		\$3.00
Service Total		\$15.49

Service Details		(671) 488-4347
Billing Dates: 06/01/20 - 06/30/20		
Recurring Charges		
Add a User (ESP - Item)	05/20-05/31	\$3.49
Add a User (ESP - Item)	06/01-06/30	\$9.00
Unlimited Local SMS	05/20-05/31	\$0.00
Unlimited Local SMS	06/01-06/30	\$0.00
Unlimited Nights & Weekends (ESP)	05/20-05/31	\$0.00
Unlimited Nights & Weekends (ESP)	06/01-06/30	\$0.00
		\$12.49
Surcharges		
E911 Service Charge		\$2.00
LNP GSM End User Charge		\$1.00
		\$3.00
Service Total		\$15.49

Service Details		(671) 488-4885
Billing Dates: 06/01/20 - 06/30/20		
Recurring Charges		
		Amount

Add a User (ESP - Item)	05/20-05/31	\$3.49
Add a User (ESP - Item)	06/01-06/30	\$9.00
Unlimited Local SMS	05/20-05/31	\$0.00
Unlimited Local SMS	06/01-06/30	\$0.00
Unlimited Nights & Weekends (ESP)	05/20-05/31	\$0.00
Unlimited Nights & Weekends (ESP)	06/01-06/30	\$0.00
		\$12.49
Surcharges		
E911 Service Charge		\$2.00
LNP GSM End User Charge		\$1.00
		\$3.00
Service Total		\$15.49

Service Details		(671) 488-4817
Billing Dates: 06/01/20 - 06/30/20		
Recurring Charges		
Add a User (ESP - Item)	05/20-05/31	\$3.49
Add a User (ESP - Item)	06/01-06/30	\$9.00
Unlimited Local SMS	05/20-05/31	\$0.00
Unlimited Local SMS	06/01-06/30	\$0.00
Unlimited Nights & Weekends (ESP)	05/20-05/31	\$0.00
Unlimited Nights & Weekends (ESP)	06/01-06/30	\$0.00
		\$12.49
Surcharges		
E911 Service Charge		\$2.00
LNP GSM End User Charge		\$1.00
		\$3.00
Service Total		\$15.49

Service Details		(671) 488-4998
Billing Dates: 06/01/20 - 06/30/20		
Recurring Charges		
Add a User (ESP - Item)	05/20-05/31	\$3.49
Add a User (ESP - Item)	06/01-06/30	\$9.00
Unlimited Local SMS	05/20-05/31	\$0.00
Unlimited Local SMS	06/01-06/30	\$0.00
Unlimited Nights & Weekends (ESP)	05/20-05/31	\$0.00
Unlimited Nights & Weekends (ESP)	06/01-06/30	\$0.00
		\$12.49
Surcharges		
E911 Service Charge		\$2.00
LNP GSM End User Charge		\$1.00
		\$3.00
Service Total		\$15.49

Service Details		(671) 488-5117
Billing Dates: 06/01/20 - 06/30/20		
Recurring Charges		
Add a User (ESP - Item)	05/20-05/31	\$3.49
Add a User (ESP - Item)	06/01-06/30	\$9.00
Unlimited Local SMS	05/20-05/31	\$0.00
Unlimited Local SMS	06/01-06/30	\$0.00
Unlimited Nights & Weekends (ESP)	05/20-05/31	\$0.00
Unlimited Nights & Weekends (ESP)	06/01-06/30	\$0.00
		\$12.49
Surcharges		
E911 Service Charge		\$2.00
LNP GSM End User Charge		\$1.00
		\$3.00
Service Total		\$15.49

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Service Details (671) 488-6172

Billing Dates: 06/01/20 - 06/30/20

Recurring Charges	Amount
Add a User (ESP - Item) 05/20-05/31	\$3.49
Add a User (ESP - Item) 06/01-06/30	\$9.00
Unlimited Local SMS 05/20-05/31	\$0.00
Unlimited Local SMS 06/01-06/30	\$0.00
Unlimited Nights & Weekends (ESP) 05/20-05/31	\$0.00
Unlimited Nights & Weekends (ESP) 06/01-06/30	\$0.00
	\$12.49

Surcharges	Amount
E911 Service Charge	\$2.00
LNP GSM End User Charge	\$1.00
	\$3.00

Service Total \$15.49

Service Details (671) 488-5198

Billing Dates: 06/01/20 - 06/30/20

Recurring Charges	Amount
Add a User (ESP - Item) 05/20-05/31	\$3.49
Add a User (ESP - Item) 06/01-06/30	\$9.00
Unlimited Local SMS 06/20-05/31	\$0.00
Unlimited Local SMS 06/01-06/30	\$0.00
Unlimited Nights & Weekends (ESP) 05/20-05/31	\$0.00
Unlimited Nights & Weekends (ESP) 06/01-06/30	\$0.00
	\$12.49

Surcharges	Amount
E911 Service Charge	\$2.00
LNP GSM End User Charge	\$1.00
	\$3.00

Service Total \$15.49

Service Details (671) 488-6243

Billing Dates: 06/01/20 - 06/30/20

Recurring Charges	Amount
Add a User (ESP - Item) 05/20-05/31	\$3.49
Add a User (ESP - Item) 06/01-06/30	\$9.00
Unlimited Local SMS 05/20-05/31	\$0.00
Unlimited Local SMS 06/01-06/30	\$0.00
Unlimited Nights & Weekends (ESP) 05/20-05/31	\$0.00
Unlimited Nights & Weekends (ESP) 06/01-06/30	\$0.00
	\$12.49

Surcharges	Amount
E911 Service Charge	\$2.00
LNP GSM End User Charge	\$1.00
	\$3.00

Service Total \$15.49

Service Details (671) 488-6295

Billing Dates: 06/01/20 - 06/30/20

Recurring Charges	Amount
Add a User (ESP - Item) 05/20-05/31	\$3.49
Add a User (ESP - Item) 06/01-06/30	\$9.00
Unlimited Local SMS 05/20-05/31	\$0.00
Unlimited Local SMS 06/01-06/30	\$0.00
Unlimited Nights & Weekends (ESP) 05/20-05/31	\$0.00
Unlimited Nights & Weekends (ESP) 06/01-06/30	\$0.00
	\$12.49

Surcharges	Amount
E911 Service Charge	\$2.00
LNP GSM End User Charge	\$1.00

Service Total \$3.00

Service Total \$15.49

Service Details (671) 488-5383

Billing Dates: 06/01/20 - 06/30/20

Recurring Charges	Amount
Add a User (ESP - Item) 05/20-05/31	\$3.49
Add a User (ESP - Item) 06/01-06/30	\$9.00
Unlimited Local SMS 05/20-05/31	\$0.00
Unlimited Local SMS 06/01-06/30	\$0.00
Unlimited Nights & Weekends (ESP) 05/20-05/31	\$0.00
Unlimited Nights & Weekends (ESP) 06/01-06/30	\$0.00
	\$12.49

Surcharges	Amount
E911 Service Charge	\$2.00
LNP GSM End User Charge	\$1.00
	\$3.00

Service Total \$15.49

Service Details (671) 488-5409

Billing Dates: 06/01/20 - 06/30/20

Recurring Charges	Amount
Add a User (ESP - Item) 05/20-05/31	\$3.49
Add a User (ESP - Item) 06/01-06/30	\$9.00
Unlimited Local SMS 05/20-05/31	\$0.00
Unlimited Local SMS 06/01-06/30	\$0.00
Unlimited Nights & Weekends (ESP) 05/20-05/31	\$0.00
Unlimited Nights & Weekends (ESP) 06/01-06/30	\$0.00
	\$12.49

Surcharges	Amount
E911 Service Charge	\$2.00
LNP GSM End User Charge	\$1.00
	\$3.00

Service Total \$15.49

Service Details (671) 488-6506

Billing Dates: 06/01/20 - 06/30/20

Recurring Charges	Amount
Add a User (ESP - Item) 05/19-05/31	\$3.78
Add a User (ESP - Item) 06/01-06/30	\$9.00
	\$12.78

Service Total \$15.78

Service Details (671) 488-6673

Billing Dates: 06/01/20 - 06/30/20

Recurring Charges	Amount
Add a User (ESP - Item) 05/19-05/31	\$3.78
Add a User (ESP - Item) 06/01-06/30	\$9.00
	\$12.78

Surcharges	Amount
E911 Service Charge	\$2.00
LNP GSM End User Charge	\$1.00
	\$3.00

Service Total \$15.78

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Recurring Charges	Amount
Add a User (ESP - Item) 05/19-05/31	\$3.78
Add a User (ESP - Item) 06/01-06/30	\$9.00
	\$12.78

Wireless Usage Charges	Min/KB/Messages	Amount
5,000 Free Minutes	3.0	\$0.00
Unlimited Local SMS	1	\$0.00
Unlimited Mobile to Mobile	17.0	\$0.00
Unlimited Nights and Weekends	35.0	\$0.00
		\$0.00

Surcharges	Amount
E911 Service Charge	\$2.00
LNP GSM End User Charge	\$1.00
	\$3.00

Service Total \$15.78

Service Details (671) 488-6831

Billing Dates: 06/01/20 - 06/30/20

Recurring Charges	Amount
Add a User (ESP - Item) 05/19-05/31	\$3.78
Add a User (ESP - Item) 06/01-06/30	\$9.00
	\$12.78

Wireless Usage Charges	Min/KB/Messages	Amount
5,000 Free Minutes	40.0	\$0.00
Unlimited Nights and Weekends	25.0	\$0.00
		\$0.00

Surcharges	Amount
E911 Service Charge	\$2.00
LNP GSM End User Charge	\$1.00
	\$3.00

Service Total \$15.78

Service Details (671) 488-6842

Billing Dates: 06/01/20 - 06/30/20

Recurring Charges	Amount
Add a User (ESP - Item) 05/19-05/31	\$3.78
Add a User (ESP - Item) 06/01-06/30	\$9.00
	\$12.78

Surcharges	Amount
E911 Service Charge	\$2.00
LNP GSM End User Charge	\$1.00
	\$3.00

Service Total \$15.78

Service Details (671) 488-6871

Billing Dates: 06/01/20 - 06/30/20

Recurring Charges	Amount
Add a User (ESP - Item) 05/19-05/31	\$3.78
Add a User (ESP - Item) 06/01-06/30	\$9.00
	\$12.78

Surcharges	Amount
E911 Service Charge	\$2.00
LNP GSM End User Charge	\$1.00
	\$3.00

Service Total \$15.78

Service Details (671) 488-6902

Billing Dates: 06/01/20 - 06/30/20

Recurring Charges	Amount
Add a User (ESP - Item) 05/19-05/31	\$3.78
Add a User (ESP - Item) 06/01-06/30	\$9.00
	\$12.78

Wireless Usage Charges	Min/KB/Messages	Amount
5,000 Free Minutes	13.0	\$0.00
Unlimited Nights and Weekends	10.0	\$0.00
		\$0.00

Surcharges	Amount
E911 Service Charge	\$2.00
LNP GSM End User Charge	\$1.00
	\$3.00

Service Total \$15.78

Service Details (671) 488-6970

Billing Dates: 06/01/20 - 06/30/20

Recurring Charges	Amount
Add a User (ESP - Item) 05/19-05/31	\$3.78
Add a User (ESP - Item) 06/01-06/30	\$9.00
	\$12.78

Surcharges	Amount
E911 Service Charge	\$2.00
LNP GSM End User Charge	\$1.00
	\$3.00

Service Total \$15.78

Service Details (671) 488-7078

Billing Dates: 06/01/20 - 06/30/20

Recurring Charges	Amount
Add a User (ESP - Item) 05/19-05/31	\$3.78
Add a User (ESP - Item) 06/01-06/30	\$9.00
	\$12.78

Wireless Usage Charges	Min/KB/Messages	Amount
5,000 Free Minutes	7.0	\$0.00
Unlimited Mobile to Mobile	4.0	\$0.00
Unlimited Nights and Weekends	4.0	\$0.00
		\$0.00

Surcharges	Amount
E911 Service Charge	\$2.00
LNP GSM End User Charge	\$1.00
	\$3.00

Service Total \$15.78

Service Details (671) 488-7389

Billing Dates: 06/01/20 - 06/30/20

Recurring Charges	Amount
Add a User (ESP - Item) 05/19-05/31	\$3.78
Add a User (ESP - Item) 06/01-06/30	\$9.00
	\$12.78

Surcharges	Amount
E911 Service Charge	\$2.00
LNP GSM End User Charge	\$1.00
	\$3.00

Service Total \$15.78

Service Details (671) 488-7568

Billing Dates: 06/01/20 - 06/30/20

Recurring Charges	Amount
Add a User (ESP - Item) 05/19-05/31	\$3.78

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Add a User (ESP - Item)	06/01-06/30	\$9.00	5,000 Free Minutes	1.0	\$0.00
		\$12.78	Unlimited Nights and Weekends	2.0	\$0.00
Wireless Usage Charges	Min/KB/Messages				\$0.00
5,000 Free Minutes	12.0	\$0.00	Surcharges		
Unlimited Nights and Weekends	8.0	\$0.00	E911 Service Charge		\$2.00
		\$0.00	LNP GSM End User Charge		\$1.00
		\$3.00			\$3.00
Surcharges			Service Total		\$15.78
E911 Service Charge		\$2.00			
LNP GSM End User Charge		\$1.00			
		\$3.00			
Service Total		\$15.78	Service Details		(671) 488-8258
			Billing Dates: 06/01/20 - 06/30/20		
Service Details		(671) 488-7965	Recurring Charges		Amount
Billing Dates: 06/01/20 - 06/30/20			Add a User (ESP - Item)	05/19-05/31	\$3.78
Recurring Charges		Amount	Add a User (ESP - Item)	06/01-06/30	\$9.00
Add a User (ESP - Item)	05/19-05/31	\$3.78			\$12.78
Add a User (ESP - Item)	06/01-06/30	\$9.00	Surcharges		
		\$12.78	E911 Service Charge		\$2.00
Wireless Usage Charges	Min/KB/Messages		LNP GSM End User Charge		\$1.00
5,000 Free Minutes	58.0	\$0.00			\$3.00
Unlimited Nights and Weekends	36.0	\$0.00	Service Total		\$15.78
		\$0.00			
			Service Details		(671) 488-8260
Surcharges			Billing Dates: 06/01/20 - 06/30/20		
E911 Service Charge		\$2.00	Recurring Charges		Amount
LNP GSM End User Charge		\$1.00	Add a User (ESP - Item)	05/19-05/31	\$3.78
		\$3.00	Add a User (ESP - Item)	06/01-06/30	\$9.00
Service Total		\$15.78			\$12.78
			Wireless Usage Charges	Min/KB/Messages	
Service Details		(671) 488-8073	5,000 Free Minutes	19.0	\$0.00
Billing Dates: 06/01/20 - 06/30/20			Unlimited Minutes to Mobile	50.0	\$0.00
Recurring Charges		Amount	Unlimited Nights and Weekends	39.0	\$0.00
Add a User (ESP - Item)	05/19-05/31	\$3.78			\$0.00
Add a User (ESP - Item)	06/01-06/30	\$9.00	Surcharges		
		\$12.78	E911 Service Charge		\$2.00
Surcharges			LNP GSM End User Charge		\$1.00
E911 Service Charge		\$2.00			\$3.00
LNP GSM End User Charge		\$1.00	Service Total		\$15.78
		\$3.00			
Service Total		\$15.78	Service Details		(671) 488-8385
			Billing Dates: 06/01/20 - 06/30/20		
Service Details		(671) 488-8106	Recurring Charges		Amount
Billing Dates: 06/01/20 - 06/30/20			Add a User (ESP - Item)	05/19-05/31	\$3.78
Recurring Charges		Amount	Add a User (ESP - Item)	06/01-06/30	\$9.00
Add a User (ESP - Item)	05/19-05/31	\$3.78			\$12.78
Add a User (ESP - Item)	06/01-06/30	\$9.00	Surcharges		
		\$12.78	E911 Service Charge		\$2.00
Surcharges			LNP GSM End User Charge		\$1.00
E911 Service Charge		\$2.00			\$3.00
LNP GSM End User Charge		\$1.00	Service Total		\$15.78
		\$3.00			
Service Total		\$15.78	Service Details		(671) 488-8563
			Billing Dates: 06/01/20 - 06/30/20		
Service Details		(671) 488-8120	Recurring Charges		Amount
Billing Dates: 06/01/20 - 06/30/20			Add a User (ESP - Item)	05/19-05/31	\$3.78
Recurring Charges		Amount	Add a User (ESP - Item)	06/01-06/30	\$9.00
Add a User (ESP - Item)	05/19-05/31	\$3.78			\$12.78
Add a User (ESP - Item)	06/01-06/30	\$9.00	Surcharges		
		\$12.78	E911 Service Charge		\$2.00
Wireless Usage Charges	Min/KB/Messages		LNP GSM End User Charge		\$1.00

For Customer Information, please call 644-4482, contact us at ask@gtanet.net, or visit us at www.gtanet.net



Customer
Account Number
Billing Period

HOTEL SANTA FE
321477
06/01/20 - 06/30/20

Service Details		(671) 488-3039
Billing Dates: 06/01/20 - 06/30/20		
Recurring Charges		
Add a User (ESP - Item)	05/20-05/31	\$3.49
Add a User (ESP - Item)	06/01-06/30	\$9.00
		\$12.49
Surcharges		
E911 Service Charge		\$2.00
LNP GSM End User Charge		\$1.00
		\$3.00
Service Total		\$15.49

Service Total \$15.49

Service Details		(671) 488-3041
Billing Dates: 06/01/20 - 06/30/20		
Recurring Charges		
Add a User (ESP - Item)	05/20-05/31	\$3.49
Add a User (ESP - Item)	06/01-06/30	\$9.00
		\$12.49
Surcharges		
E911 Service Charge		\$2.00
LNP GSM End User Charge		\$1.00
		\$3.00
Service Total		\$15.49

Service Details		(671) 488-3202
Billing Dates: 06/01/20 - 06/30/20		
Recurring Charges		
Add a User (ESP - Item)	05/20-05/31	\$3.49
Add a User (ESP - Item)	06/01-06/30	\$9.00
		\$12.49
Surcharges		
E911 Service Charge		\$2.00
LNP GSM End User Charge		\$1.00
		\$3.00
Service Total		\$15.49

Service Details		(671) 488-3058
Billing Dates: 06/01/20 - 06/30/20		
Recurring Charges		
Add a User (ESP - Item)	05/20-05/31	\$3.49
Add a User (ESP - Item)	06/01-06/30	\$9.00
		\$12.49
Surcharges		
E911 Service Charge		\$2.00
LNP GSM End User Charge		\$1.00
		\$3.00
Service Total		\$15.49

Service Details		(671) 488-3219
Billing Dates: 06/01/20 - 06/30/20		
Recurring Charges		
Add a User (ESP - Item)	05/20-05/31	\$3.49
Add a User (ESP - Item)	06/01-06/30	\$9.00
		\$12.49
Surcharges		
E911 Service Charge		\$2.00
LNP GSM End User Charge		\$1.00
		\$3.00
Service Total		\$15.49

Service Details		(671) 488-3070
Billing Dates: 06/01/20 - 06/30/20		
Recurring Charges		
Add a User (ESP - Item)	05/20-05/31	\$3.49
Add a User (ESP - Item)	06/01-06/30	\$9.00
		\$12.49
Surcharges		
E911 Service Charge		\$2.00
LNP GSM End User Charge		\$1.00
		\$3.00
Service Total		\$15.49

Service Details		(671) 488-3225
Billing Dates: 06/01/20 - 06/30/20		
Recurring Charges		
Add a User (ESP - Item)	05/20-05/31	\$3.49
Add a User (ESP - Item)	06/01-06/30	\$9.00
		\$12.49
Surcharges		
E911 Service Charge		\$2.00
LNP GSM End User Charge		\$1.00
		\$3.00
Service Total		\$15.49

Service Details		(671) 488-3106
Billing Dates: 06/01/20 - 06/30/20		
Recurring Charges		
Add a User (ESP - Item)	05/20-05/31	\$3.49
Add a User (ESP - Item)	06/01-06/30	\$9.00
		\$12.49
Surcharges		
E911 Service Charge		\$2.00
LNP GSM End User Charge		\$1.00
		\$3.00
Service Total		\$15.49

Service Details		(671) 488-3237
Billing Dates: 06/01/20 - 06/30/20		
Recurring Charges		
Add a User (ESP - Item)	05/20-05/31	\$3.49
Add a User (ESP - Item)	06/01-06/30	\$9.00
		\$12.49
Surcharges		
E911 Service Charge		\$2.00
LNP GSM End User Charge		\$1.00
		\$3.00
Service Total		\$15.49

Service Details		(671) 488-3317
Billing Dates: 06/01/20 - 06/30/20		
Recurring Charges		
Add a User (ESP - Item)	05/20-05/31	\$3.49
Add a User (ESP - Item)	06/01-06/30	\$9.00
		\$12.49
Surcharges		
E911 Service Charge		\$2.00
LNP GSM End User Charge		\$1.00
		\$3.00
Service Total		\$15.49

Service Details		(671) 488-3317
Billing Dates: 06/01/20 - 06/30/20		
Recurring Charges		
Add a User (ESP - Item)	05/20-05/31	\$3.49
Add a User (ESP - Item)	06/01-06/30	\$9.00
		\$12.49
Surcharges		
E911 Service Charge		\$2.00
LNP GSM End User Charge		\$1.00
		\$3.00
Service Total		\$15.49

For Customer Information, please call 644-4482, contact us at ask@gta.net, or visit us at www.gta.net



Customer
Account Number
Billing Period

HOTEL SANTA FE
321477
06/01/20 - 06/30/20

Wireless Usage Charges 5,000 Free Minutes 3.0 \$0.00 Unlimited Nights and Weekends 2.0 \$0.00 \$0.00		Min/KB/Messages 3.0 2.0		Billing Dates: 06/01/20 - 06/30/20	
Recurring Charges Add a User (ESP - Item) 05/20-05/31 \$3.49 Add a User (ESP - Item) 06/01-06/30 \$9.00 \$12.49		Amount \$3.49 \$9.00 \$12.49		Recurring Charges Add a User (ESP - Item) 05/20-05/31 \$3.49 Add a User (ESP - Item) 06/01-06/30 \$9.00 \$12.49	
Surcharges E911 Service Charge \$2.00 LNP GSM End User Charge \$1.00 \$3.00		Surcharges E911 Service Charge \$2.00 LNP GSM End User Charge \$1.00 \$3.00		Surcharges E911 Service Charge \$2.00 LNP GSM End User Charge \$1.00 \$3.00	
Service Total \$15.78		Service Total \$15.78		Service Total \$15.49	
Service Details (671) 488-1936					
Billing Dates: 06/01/20 - 06/30/20					
Recurring Charges Add a User (ESP - Item) 05/20-05/31 \$3.49 Add a User (ESP - Item) 06/01-06/30 \$9.00 \$12.49		Amount \$3.49 \$9.00 \$12.49		Recurring Charges Add a User (ESP - Item) 05/20-05/31 \$3.49 Add a User (ESP - Item) 06/01-06/30 \$9.00 \$12.49	
Surcharges E911 Service Charge \$2.00 LNP GSM End User Charge \$1.00 \$3.00		Surcharges E911 Service Charge \$2.00 LNP GSM End User Charge \$1.00 \$3.00		Surcharges E911 Service Charge \$2.00 LNP GSM End User Charge \$1.00 \$3.00	
Service Total \$15.49		Service Total \$15.49		Service Total \$15.49	
Service Details (671) 488-2186					
Billing Dates: 06/01/20 - 06/30/20					
Recurring Charges Add a User (ESP - Item) 05/20-05/31 \$3.49 Add a User (ESP - Item) 06/01-06/30 \$9.00 \$12.49		Amount \$3.49 \$9.00 \$12.49		Recurring Charges Add a User (ESP - Item) 05/20-05/31 \$3.49 Add a User (ESP - Item) 06/01-06/30 \$9.00 \$12.49	
Surcharges E911 Service Charge \$2.00 LNP GSM End User Charge \$1.00 \$3.00		Surcharges E911 Service Charge \$2.00 LNP GSM End User Charge \$1.00 \$3.00		Surcharges E911 Service Charge \$2.00 LNP GSM End User Charge \$1.00 \$3.00	
Service Total \$15.49		Service Total \$15.49		Service Total \$15.49	
Service Details (671) 488-2286					
Billing Dates: 06/01/20 - 06/30/20					
Recurring Charges Add a User (ESP - Item) 05/20-05/31 \$3.49 Add a User (ESP - Item) 06/01-06/30 \$9.00 \$12.49		Amount \$3.49 \$9.00 \$12.49		Recurring Charges Add a User (ESP - Item) 05/20-05/31 \$3.49 Add a User (ESP - Item) 06/01-06/30 \$9.00 \$12.49	
Surcharges E911 Service Charge \$2.00 LNP GSM End User Charge \$1.00 \$3.00		Surcharges E911 Service Charge \$2.00 LNP GSM End User Charge \$1.00 \$3.00		Surcharges E911 Service Charge \$2.00 LNP GSM End User Charge \$1.00 \$3.00	
Service Total \$15.49		Service Total \$15.49		Service Total \$15.49	
Service Details (671) 488-2645					
Billing Dates: 06/01/20 - 06/30/20					
Recurring Charges Add a User (ESP - Item) 05/20-05/31 \$3.49 Add a User (ESP - Item) 06/01-06/30 \$9.00 \$12.49		Amount \$3.49 \$9.00 \$12.49		Recurring Charges Add a User (ESP - Item) 05/20-05/31 \$3.49 Add a User (ESP - Item) 06/01-06/30 \$9.00 \$12.49	
Surcharges E911 Service Charge \$2.00 LNP GSM End User Charge \$1.00 \$3.00		Surcharges E911 Service Charge \$2.00 LNP GSM End User Charge \$1.00 \$3.00		Surcharges E911 Service Charge \$2.00 LNP GSM End User Charge \$1.00 \$3.00	
Service Total \$15.49		Service Total \$15.49		Service Total \$15.49	
Service Details (671) 488-2691					
Billing Dates: 06/01/20 - 06/30/20					
Recurring Charges Add a User (ESP - Item) 05/20-05/31 \$3.49 Add a User (ESP - Item) 06/01-06/30 \$9.00 \$12.49		Amount \$3.49 \$9.00 \$12.49		Recurring Charges Add a User (ESP - Item) 05/20-05/31 \$3.49 Add a User (ESP - Item) 06/01-06/30 \$9.00 \$12.49	
Surcharges E911 Service Charge \$2.00 LNP GSM End User Charge \$1.00 \$3.00		Surcharges E911 Service Charge \$2.00 LNP GSM End User Charge \$1.00 \$3.00		Surcharges E911 Service Charge \$2.00 LNP GSM End User Charge \$1.00 \$3.00	
Service Total \$15.49		Service Total \$15.49		Service Total \$15.49	

For Customer Information, please call 644-4482, contact us at ask@gta.net, or visit us at www.gta.net

A

STV

COST U LESS
Your Best Value

TAMUNING

RETURNS WITHIN 30
DAYS WITH RECEIPT

PL# 7217922888	
MR COFFEE DIGITAL CD	29.99
PL# 7217922888	
MR COFFEE DIGITAL CD	29.99
PL# 7217922888	
MR COFFEE DIGITAL CD	29.99
PL# 7217922888	
MR COFFEE DIGITAL CD	29.99

4 6A

COFFEE MAKER

Total	119.96
TOTAL TAX	0.00

BALANCE DUE

119.96

CASH

120.00 ✓

CHANGE

0.04

Total number of items sold = 4

10

CASHIER NAME: JULIET

CG# 2 #3150 10:18:46
500005 R007

22MAY2020

Store Hours

Monday - Sunday 7AM - 12AM

Day Buy Day Market

TEL : 677-472 3391

ITEM QTY PRICE EXT

1 CHASE DISIN SPRAY 60 4.99 299.40

[60]

. Balance Due

1.83

299.40

. CREDIT

299.40

. CHANGE

0.00

POS# 202 05-16 MANGER 16:33:28 #59



Please, keep the receipt
Returns and Exchange will be accepted
with Original Receipt only in 3 days.
Perishable items cannot be returned or
exchanged after 24 hours.
Thank you for shopping.
V. 3 DE 150831

Day Buy Day Market

TEL : 677-472 3391

ITEM QTY PRICE EXT

1 CHASE DISIN SPRAY 60 4.99 299.40
2 CHASE DISIN SPRAY 60 4.99 299.40
3 CHASE DISIN SPRAY 60 4.99 299.40

. Balance Due

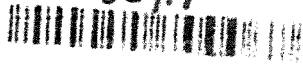
189.62

. CASH

. CHANGE

POS# 202 05-16 MANGER 16:33:28 #59

05/17



Please, keep the receipt
Returns and Exchange will be accepted
with Original Receipt only in 3 days.
Perishable items cannot be returned or
exchanged after 24 hours.
Thank you for shopping.
V. 3 DE 150831



KMART STORE 7705
404 N MARINE CORP DR (RTE 1)
TAMUNING, GU 96913
(671)649-3878

Store # 1700
MATE, GUAM
671-679-6563

**** VISIT US ON FACEBOOK AT ****
facebook.com/KmartGuam7705/

CASHIER: KREEZA

GROCERY

04460030058 CLEAN UP 322
3 @ 1/5.99 17.97

**** TAX .00 BAL 17.97
Cash 50.00
CHANGE 32.03

TOTAL NUMBER OF ITEMS = 3



010 J8G BG9 019 087 6CP

RECEIPT# 07705 051720 007 49684

05/17/20 5 34 AM 7705 07 4968 0431

45 days to return most items bought
with SYW membership. 30 days for
non-members. See service desk or
Kmart.com for complete policy and
exceptions. Receipt always required

WE VALUE YOUR FEEDBACK!

Let us know how we did by
taking a feedback survey at
www.Kmartfeedback.com
You could win \$500 in SYW
Points. Sweepstakes ends at end
of current month. Void where
prohibited. To enter without making
a purchase and obtain complete details,
see Official Rules at
<http://a.s.w.net/rules/membersuse>

** THANK YOU FOR SHOPPING AT KMART **
** NO RETURNS ON SEASONAL ITEMS **
See SYW.com for FREECASH pt & benefits

05/18/20
11:25 am

Invoice # 1033/029
Cust ID Cash
Sales Person: Jan-Dora

UPC # / Description	Qty	Price	Amount
8695122001459			
TOILET BRUSH W/HOLDER TPT45			
4 @ 3.99 each	4	3.99 each	15.96
795229239008			
TOILET BRUSH 17IN 23066			
3 @ 3.50 each	3	3.50 each	10.50
795229239068			
TOILET BRUSH BRUSH W/BACK 259			
1 @ 3.99 each	1	3.99 each	3.95
Total:			187.11
Paid Cash:			190.00
T H A N K	Total Paid:		190.00
Y O U !	Change:		2.89
	Amount Due:		0.00

NO REFUNDS

EXCHANGE POLICY

Exchanges are accepted within 24HRS
from purchase date; excluding Toys,
Seasonal, Reduced, Helium, and out-
to-size item(s) (All Final Sale).
You can exchange for any item(s)
in the store of equal or more
value. The item(s) must be in
the same condition you received
it, in the original packaging
and accompanied with the original
receipt.

A

SHOP-4-LESS
DEDFD, GUAM 96929
671-633-5551

295 CHALAN PASAHERU
TAMUNING, GU 96913 (671) 6480440
1710 00054 96351 05/22/20 07:00 AM
SALE SELF-CHECKOUT
074157033105 THE WORKS DL -A-
WORKS TBC 320Z
1601.98
019800122072 WINDEX PRO -A- 31.68N
WINDER GLASS REFILL 1280Z 9.98N

05/18/20
10:46 am

Invoice # 20241199
Cust #0 Cash
Sales Person: Amelia

SUBTOTAL 41.66
SALES TAX 0.66
TOTAL \$41.66
CASH 100.00
CHANGE DUE 58.34

UPC # / Description	Qty	Price	Amount
795229040158			
10111 10000 WAXED CARBON	32 @	3.59 each	114.66
027606142109			
ACTHWAY 3PK 19215	10 @	2.20 each	22.00
		Sub-total:	136.66
		Tax (0%):	0.00
		Total:	136.66
		Paid Cash:	200.00
T H A N K		Total Paid:	200.00
Y O U !		Change:	63.34
		Amount Due:	0.00



1710 54 96351 05/22/2020 2994
RETURN POLICY DEFINITIONS
POLICY ID 1 DAYS POLICY EXPIRES ON 11/18/2020

Due to COVID-19, we have extended our returns policy for most items. Please see homedepot.com for details.

DID WE NAIL IT?

Take a short survey for a chance to win a \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H86 194701 193645
PASSWORD: 20272 192991

Entries must be completed within 14 days of purchase. Entrants must be 18 or older to enter. See complete rules on website. No purchase necessary.

NO REFUNDS

EXCHANGE POLICY

Exchanges are accepted within 24HRS from purchase date, excluding from Seasonal, Reduced, Helium, and out to size items (All final sales). You can exchange for any item(s) in the store of equal or more value. The item(s) must be in the same condition you received it, in the original packaging and accompanied with the original receipt.

A



KMART STORE 7705
404 N MARINE CORP DR (RTE 1)
TAMUNING, GU 96913
(671)649-9878

*** VISIT US ON FACEBOOK AT ***
facebook.com/KmartGuam7705/

CASHIER: CHRISTINA
GROCERY

01460001195 TILEX 320Z
7 @ 1/5.99

**** TAX	.00	BAL	41.93
Cash			100.00
CHANGE			58.07

TOTAL NUMBER OF ITEMS = 7



004 9R0 8K9 00W MVD VSV

RECEIPT# 07705 052220 005 74689

05/22/20 6:48 AM 7705 05 7468 0020

45 days to return most items bought with SYW membership. 30 days for non-members. See service desk or Kmart.com for complete policy and exceptions. Receipt always required.

WE VALUE YOUR FEEDBACK!

Let us know how we did by taking a Feedback survey at www.KmartFeedback.com. You could win \$500 in SYW Points. Sweepstakes ends at end of current month. Void where prohibited. To enter without making a purchase and obtain complete details see Official Rules at <http://s.s.w.net/rules/memberpulse>

** THANK YOU FOR SHOPPING AT KMART **

** NO RETURNS ON SEASONAL ITEMS **

See SYW.com for FREECASH pt & benefits

A

COST U LESS
Your Best Value

TAMUNING

RETURNS WITHIN 30 DAYS WITH RECEIPT

Plu# 692891359910
NITRLE GLOVE
4 @ 6.99 27.96

Total
TOTAL TAX 27.96
0.00

BALANCE DUE 27.96
CASH 30.00

CHANGE 2.04

Total number of items sold = 4

CASHIER NAME, VALIVA
00021 #0020 8:52:51
S00005 ROOR

23MAY2020

Store Hours
Monday Sunday 7AM - 12AM

OCEANIC LUMBER, INC.
 Building Materials & Home Furnishing Center
 P.O. Box #7448, Tamuning, Guam 96931
 Tels. (671) 646-9111/12/13 Fax: (671) 646-6732

Sold to: OUR CUSTOMER 10% DISC		Date: 5/21/2020	Trans Type: Cash
Acct. No. 1,439	P.O. No.	Reg. No. 1	Oper No. 5
		Trans No. 101227593	

Qty	Unit	PL Item No.	Item Description	Unit Price	Net Price	Extensio
24		7587710601	TOILET PAPER 6"	\$3.90	\$3.50	\$86.10

Sub Total: \$86.10
 Tax Total: \$86.10

Terms of Sale: All goods involved above are deemed delivered to Buyer. Buyer has no claim on undelivered goods after he/she leaves premises unless other arrangements are made. All goods are sold in AS IS condition unless otherwise specified. Oceanic is not responsible for consequential damages of any exposed or hidden defects of goods sold. All goods for refund or exchange must be unused, in its original packing, accompanied by a valid invoice, must be returned or exchanged within 24 hours of invoice date and subject to a 10% restocking charge based on item value. Acceptance of the return or exchange is solely at Oceanic's discretion. Oceanic's sole responsibility to Buyer on defective goods is cash refund or exchange at Oceanic's option. Only computer printed items on this invoice are valid. Handwritten items are unacceptable and considered a fraudulent transaction punishable by law. All charges involved are due and payable in full after 30 days from invoice date. Buyer agrees to pay 18% interest p.a. on all overdue accounts. Buyer agrees to pay all attorney's collection and court fees and an additional 3% of the principal amount and accrued interest in the event this invoice is referred to an attorney or collection agency for collection.

I agree to the terms and received above goods in good conditions:
 BY: _____
 THANK YOU FOR SHOPPING OCEANIC

A

8/23



NAITE STORE
TEL: 671-477-7006 / 472-8346

ID: 608

Name: ESTRADA, TERESA

7

TILEX MILDEW REM	6.69
TILEX MILDEW REM	6.69
TAX	0.00
**** BALANCE	13.38
CASH	20.00
CHANGE	6.62

TOTAL NUMBER OF ITEMS SOLD • 2

08/23/20 09:19am S B 122 508

THANK YOU FOR SHOPPING AT PAY-LESS

Complete online survey at:
www.paylessmarkets.com

CELEBRATING 70 YEARS OF INMPA'MOLEKI

A

8/25

CV MARKET
CV MARKET
HARMON BLVD 96910
646 2426

ITEM	QTY	PRICE	EXT
TILEX MILDEW REM	2	6.69	13.38

50A TILIX

Balance Due	34.95
CASH	50.00
CHANGE	15.05

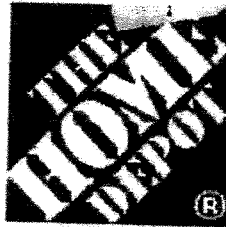
Printed on 08/23/20 11:54:47 AM

Thank you for shopping here!
Come Again

28

Printed Register
www.paylessmarkets.com

A



More saving.
More doing.™

295 CHALAN PASAHERU
TAMUNING, SU 96913 (671)6460440

1710 00054 00957 08/23/20 12:27 PM
SALE SELF CHECKOUT

046034903818 ENDURAMAX™ -A- 89.98M
ENDURA MAX XL UPRIGHT VACUUM CLEANER

SUBTOTAL	89.98
SALES TAX	0.00
TOTAL	\$89.98
CASH	100.00
CHANGE DUE	10.02



1710 54 00957 08/23/2020 8408

RETURN POLICY DEFINITIONS

POLICY ID	DAYS	POLICY EXPIRES ON
A	1	11/19/2020

Due to COVID-19, we have extended our
returns policy for most items.

Please see homedepot.com for details.

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: HDE 1913 2257
PASSWORD: 20273 2203

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.

A



KHART STORE 7705
404 N MARINE CORP DR (RTE 1)
TAMUNING, GU 96913
(671)649-9878

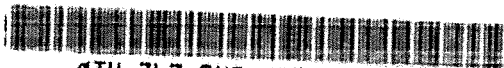
*** VISIT US ON FACEBOOK AT ***
facebook.com/KmartGuam7705/

CASHIER: DAVE
GROCERY
6928913599104 NITRILEGLOVE
3 @ 1/5.99 A 17.97

*** TAX .00 BAL 17.97
Cash 20.00
CHANGE 2.03

TOTAL SAVED: 3.00

TOTAL NUMBER OF ITEMS = 3



0TU ZL7 RW9 02P U2Q DFB

RECEIPT# 07705 052720 015 91380

05/27/20 8:54 AM 7705 15 9138 0018

15 days to return most items bought

UNRECORDED
UNRECORDED
DATE: 2/26

8/1 GAL CLARKY 55.92
CASH
CHANGE
5/29/20
26.1

VOICE# 01037
Ho Market
PROK...
05/29

GRAND TOTAL 29.97
TAX 0.00
TOTAL AMT 29.97
CASH 20.00
CHANGE 9.97

B&G Pacific LLC

PO Box 5533
 Hagatna, GU 96932
 USA
 Duns No: 855039434

Voice: 671 646-2652
 Fax: 671 649-2652

**INVOICE**

Invoice Number: SANTAFE520-1

Invoice Date: 5/25/20

Page: 1

Duplicate

Bill To:
SANTA FE HOTEL

Customer ID: SANTAFE

Customer PO	Payment Terms	Sales Rep ID	Due Date
	C.O.D.		5/25/20

Description	Amount
PLEASE SEE THE ATTACHED BREAKDOWN	
MONDAY DINNER	903.00
TUESDAY - 3 MEALS	3,003.00
WEDNESDAY - 3 MEALS	2,933.00
THURSDAY - 3 MEALS	2,177.00
FRIDAY - 3 MEALS	1,904.00
SATURDAY - 3 MEALS	1,701.00
SUNDAY - 3 MEALS	1,386.00

Subtotal	14,007.00
Sales Tax	
Total Invoice Amount	14,007.00
Payment/Credit Applied	
TOTAL	14,007.00

Check/Credit Memo N:

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: 6/08/2020	Requisition Number: Q200280176 RFQ #: RFQ20001851	Date: 6/05/2020
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VENDOR: HOTEL SANTA FE H0097179 BEACH RESORTS, LLC 132 LAGOON DRIVE TAMUNING, GU 96913 Phone (671) 647-8855 Fax (671) 647-8960	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	HOTEL SERVICES FOR ISOLATION FACILITIES DUE TO THE COVID 19 PANDEMIC. THE TERRITORY OF GUAM IS IN NEED OF IMMEDIATE ACCOMMODATIONS 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	1	JOB			

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but no later than: 6/08/2020 | RFQ #: RFQ20001851 | 6/05/2020

VENDOR: HOTEL SANTA FE | PLEASE FURNISH PRICE QUOTE, DELIVERY TIME
H0097179 BEACH RESORTS, LLC | AND TERMS BASED ON F.O.B. DESTINATION FOR
132 LAGOON DRIVE | THE ITEMS LISTED BELOW. PLEASE RESPOND BY
TAMUNING, GU 96913 | THE ABOVE DATE.
Phone (671) 647-8855 Fax (671) 647-8860

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
	THEY HAVE BEEN EXPOSED TO PERSONS WITH COVID 19.					
	HOTEL ISOLATION FACILITY: ISOLATION OF ASYMPTOMATIC COVID 19 POSITIVE PATIENTS FOR FUTURE ISOLATION OPERATION					
	MAXIMUM OF 20 RMS: OCCUPIED ROOM RATE: \$ _____					

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VENDOR: HOTEL SANTA FE
H0097179 BEACH RESORTS, LLC
132 LAGOON DRIVE
TAMUNING, GU 96913
Phone (671) 647-8855 Fax (671) 647-8860
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Quoted by Print/Signature: _____ Quote Date: _____ Phone Number: _____

** Delivery Date Required: _____
** Delivery Date Offered: _____
Terms: _____
Prices good for: _____ Days
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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
	GOVT. WILL NOT PAY MORE THAN \$30.00 FOR UNOCCUPIED ROOMS.					
	PRICE MUST BE INCLUSIVE OF LAUNDRY SERVICES AND DECONTAMINATION					
	LAUNDRY SERVICES MUST MATCH HOSPITAL STANDARDS FOR PATIENT					

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

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Signature _____ Date: _____

1. Offering Recycle Products () YES () NO
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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
	WITH INFECTIOUS DISEASE AND CDC GUIDELINES.					
	EMERGENCY PROCUREMENT PLEASE RESPOND BY 12:00 PM (NOON) 6/06/20					

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 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 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:

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

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

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

XX. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns and transferees, except as otherwise provided for under the terms of this Agreement.

XXI. Scope of Agreement. This Agreement (i) supersedes any and all other Agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and (ii) contain all of the covenants and Agreements between the Parties with respect to such subject matter in any manner whatsoever. The Hotel and GHS/OCD each acknowledge that no representations, inducements, promises or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in the Agreement shall be valid or binding.

XXII. Captions. All Section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the content of the Agreement.

XXIII. Counterparts. This Agreement may be executed in counterparts, all of which taken together shall be deemed one original.

XXIV. Governing Law and Forum Selection. Except to the extent United States federal law is applicable, the validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of Guam. Hotel expressly recognizes that the Government Claims Act (Title 5 of the Guam Code Annotated, Chapter 6) applies with respect only to claims of money owed by or to the Hotel/Hotel against the Government, if the claim arises out of or in connection with this Agreement. Hotel also expressly recognizes that all other claims by the Hotel. Hotel against the Government are subject to the Guam Procurement Law (Title 5 of the Guam Code Annotated, Chapter 5).

XXV. Consent to Jurisdiction. Hotel hereby expressly consents to the jurisdiction and venue of Guam with respect to any protest or dispute resolution, and the forum of the courts of Guam with respect to any and all claims which may arise by reason of this Agreement, except as otherwise may be provided by Guam Procurement Law. Hotel waives any and all rights it may otherwise have to contest the same or to proceed with any claims arising by reason of this Agreement in a different jurisdiction, forum, or venue.

XXVI. Compliance with Laws.

A. In General. The Hotel shall comply with all U.S. and Guam laws, statutes, regulations and ordinances applicable to this Agreement. The Hotel represents and warrants that it is fully licensed to do business in Guam to render the services to be provided herein.

B. Non-Discrimination in Employment. The Hotel agrees: (i) not to unlawfully discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap; (ii) to include a provision similar to that contained in subsection (i)

above in any subcontract or assignment agreement except a subcontract for standard commercial supplies or raw materials; and (iii) to post and to cause subcontractors and/or assignees to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

XXVII. Retention and Access to Records and Audit Review.

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

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 GHSJOCD, the Federal Emergency Management Agency, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to its

Offer, the solicitation, or this Agreement, which are kept by or under the control of the Hotel, including, but not limited to those kept by the Hotel, its employees, agents, assigns, successors, and subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including bids of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back-charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Hotel shall, at all times during the term of any awarded contract and for a period of three (3) years after the date of final payment under any awarded contract, maintain such records, together with such supporting or underlying documents and materials.

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

If the audit identifies overpricing or overcharges (of any nature) by the Hotel to *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 Whistle blower Act applies to this Agreement and to all Hotel's actions pertaining to this Agreement. The False Claims and Whistle blower Act was passed as Public Law 34-116, Chapter III, Section 20 (lapsed into law August 24, 2018) and codified at Title 5 GCA Chapter 37.

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

A. **General Liability.** GHS/OCD and the government of Guam assume no liability for any accident or injury that may occur to Hotel, its agents, dependents, or personal property while in execution of duties under this Agreement.

B. **Prior Work.** GHS/OCD and the government of Guam shall not be liable to Hotel for any services performed by Hotel prior to the approval of this Agreement by the Procurement Officer and the Hotel hereby expressly waives any and all claims for compensation for acts performed in expectation of this Agreement prior to its approval by the Governor of Guam.

C. **GHS/OCD not Liable.** GHS/OCD assumes no liability for any accident, loss, claim, judgment, action or injury that may occur to the Hotel and/or the Hotel's Partner's, officers, directors, agents, servants, subcontractors and/or employees, and/or to the personal property of any such person or entity, arising out of the performance of services under this Agreement except to the extent caused or contributed to by the negligent act or omission of GHS/OCD.

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

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

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

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

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

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

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

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

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

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

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

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

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, GHSJOCD, its Project Manager, or their respective successors or assigns, arising out of the manufacture, purchase, lease, possession, operation, condition, use or return of the Equipment, or by operation of law. Hotel shall be liable if any claim, damage, loss or expense attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (including the Equipment itself) is caused by the negligent acts or omissions of the Hotel, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

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

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

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

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