



Maintenance

RECEIVED
OFFICE OF PUBLIC ACCOUNTABILITY
PROCUREMENT APPEALS

JUL 14 2011

TIME: 11:30A AC
FILE NO. OPA-PA: 11-004

Date: July 14, 2011

RE: Notice of Appeal for IFB#GHURA-COCC/PH-011-007

To Whom It May Concern:

This is to inform you G-CREW MAINTENANCE had submitted a bid on June 10, 2011 for Janitorial Services for the Guam Housing and Urban Renewal Authority. GHURA required no bid security for #IFB-GHURA/PH-011-007. and GHURA thus violating Government of Guam Procurement Law. Public law 27-127. GCA section 5212 & GCA 5212 Section B.

On June 24, 2011 G-CREW MAINTENANCE submitted a letter to GHURA protesting Bid Invitation indicating Government of Guam Procurement law requirements where not meet Pursuant to Public Law 27-127 it states: "**all competitive sealed bidding for the procurement of supplies or services exceeding \$25,000. A 15% bid security for the total bid price "MUST" accompany the bid package.**" (Guam Public Law) No bid-security was accompanied for all bids & all bid turned into GHURA exceeded \$25,000.00 during the opening on June 17, 2011. Please see Bid Tabulation- for IFB GHURA-COCC-011-007 dated June 17, 2011. Therefore GHURA is not in compliance with Government of Guam Procurement Law.

G-CREW MAINTENANCE received a letter back from the Director of GHURA on July 2, 2011 via postal mail. In the directors letter the Director indicates his agency doesn't follow Government of Guam Procurement Rules and that he follows HUD Procurement Handbook because the rules are strict and more stringent then Government of Guam's. And he continues to elaborate on the issue of "BID BONDS." Nowhere in my letter for protest had I addressed the concern of a "BID BOND." On the other hand, in my letter for protest I had raised the issues and concern for "BID Security" and cited the public law 27-127. Therefore he is not addressing my concern and deviating for the real issue.

It clearly exhibit Government of Guam procurement laws are not being followed and I am asking for re-invitation for bid for the fairness of all parties in pursuant to all Government of Guam Procurement laws. Please see all attached documents that support my request.

G-CREW MAINTENANCE,



OFFICE OF THE PUBLIC AUDITOR

Appendix A: Notice of Appeal Form
PROCUREMENT APPEAL

PART I- To be completed by OPA

In the Appeal of)	NOTICE OF APPEAL
)	
)	
_____ (Name of Company), APPELLANT)	
_____)	
)	Docket No. OPA-PA _____

PART II- Appellant Information

Name: Darren Gutierrez

Mailing Address: P.O. Box 1724

Hagatna Guam 96932

Business Address: 156 Gutierrez St

Agana HTS Guam 96910

Daytime Contact No: 888 8271

PART III- Appeal Information

- A) Purchasing Agency: Guam Housing & Urban Renewal Authority
- B) Identification/Number of Procurement, Solicitation, or Contract: IFB# QHURA/POCC/PH-011-007
- C) Decision being appealed was made on _____ (date) by:
 Chief Procurement Officer Director of Public Works Head of Purchasing Agency

Note: You must serve the Agency checked here with a copy of this Appeal within 24 hours of filing.

- D) Appeal is made from:
(Please select one and attach a copy of the Decision to this form)
- Decision on Protest of Method, Solicitation or Award
- Decision on Debarment or Suspension
- Decision on Contract or Breach of Contract Controversy
 (Excluding claims of money owed to or by the government)
- Determination on Award not Stayed Pending Protest or Appeal
 (Agency decision that award pending protest or appeal was necessary to protect the substantial interests of the government of Guam)

E) Names of Competing Bidders, Offerors, or Contractors known to Appellant:

<u>AMI</u>	<u>L/E</u>
<u>Jerry Tantal</u>	
<u>GCM</u>	
<u>JJ Glubee</u>	
<u>Amica Supply</u>	

PART IV- Form and Filing

In addition to this form, the Rules of Procedure for Procurement Appeals require the submission together with this form of additional information, including BUT NOT LIMITED TO:

1. A concise, logically arranged, and direct statement of the grounds for appeal;
2. A statement specifying the ruling requested;
3. Supporting exhibits, evidence, or documents to substantiate any claims and the grounds for appeal unless not available within the filing time in which case the expected availability date shall be indicated.

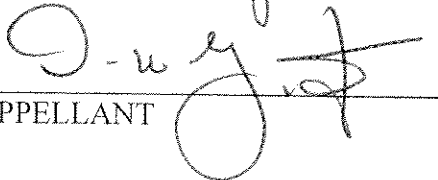
Note: Please refer to 2 GAR § 12104 for the full text of filing requirements.

PART V- Declaration Re Court Action

Pursuant to 5 GCA Chapter 5, unless the court requests, expects, or otherwise expresses interest in a decision by the Public Auditor, the Office of the Public Auditor will not take action on any appeal where action concerning the protest or appeal has commenced in any court.

The undersigned party does hereby confirm that to the best of his or her knowledge, no case or action concerning the subject of this Appeal has been commenced in court. All parties are required to and the undersigned party agrees to notify the Office of the Public Auditor within 24 hours if court action commences regarding this Appeal or the underlying procurement action.

Submitted this 14 day of July, 2011.

By: 
APPELLANT

or

By: _____
Appellant's Duly Authorized Representative
(Address)
(Phone No.)



OFFICE OF THE PUBLIC AUDITOR

Appendix D: Hearing Request/Waiver Form
PROCUREMENT APPEAL

In the Appeal of)	
)	
)	HEARING
)	REQUEST/WAIVER
(Name of Company), APPELLANT)	
)	Docket No. OPA-PA _____
_____)	

Please select one:

- Pursuant to 2 GAR § 12108(a), the undersigned party does hereby request a hearing on the appeal stated above.
- Pursuant to 2 GAR § 12108(a), the undersigned party does hereby waive his/her right to a hearing and is submitting the appeal stated above on record without a hearing.

Submitted this July day of 14, 2011.

By: (Please select one)

- APPELLANT
- ___ Chief Procurement Officer
- ___ Director of Public Works
- ___ Head of Purchasing Agency

[Signature]
Signature

Darren Gutierrez
Print Name



OFFICE OF THE PUBLIC AUDITOR

**Appendix B: Declaration Form
PROCUREMENT APPEAL**

In the Appeal of _____)
)
)
 (Name of Company), APPELLANT) Docket No. OPA-PA _____
)
 _____)

DECLARATION RE COURT ACTION
(To be signed by the Government Purchasing Agency.)

Pursuant to 5 GCA Chapter 5, unless the court requests, expects, or otherwise expresses interest in a decision by the Public Auditor, the Office of the Public Auditor will not take action on any appeal where action concerning the protest or appeal has commenced in any court.

The undersigned party does hereby confirm that to the best of his or her knowledge, no case or action concerning the subject of this Appeal has been commenced in court. All parties are required to and the undersigned party agrees to notify the Office of the Public Auditor within 24 hours if court action commences regarding this Appeal or the underlying procurement action.

Submitted this 14 day of July, 2011.

By: [Signature]
DECLARANT

Darren W. Gutierrez
Print Declarant's Name



Maintenance

Date: June 23, 2011
Re: Contest: IFB # GHURA COCC/PH -011-007
Attn: Mr. Bernard Lastimoza (Procurement Office)

To whom it may concern:

This is to inform G-CREW MAINTENANCE would like to contest IFB # GHURA-COCC/PH- 11-007 for the Guam Housing and Urban Renewal Authority Janitorial Services Opening Date: June 17, 2011 for the following reason:

1). While all bid's where publicly opened & read out loud on June 17, 2011 at 2:00 PM, at the GHURA Main Office, Sinajana, & Mr. Lastimoza did **"NOT"** state if bid's where notarized for each of the following sections for each company who submitted bids: Non-Collusion Affidavit, Major Shareholder Disclosure Affidavit, Non-Gratuity Affidavit. In fact Mr. Lastimoza only mention these document where turned in but failed to mention if they where **"sealed & notarized"** as per my recording.

2). Pursuant to **Public Law 27-127**, **"all competitive sealed bidding for the procurement of supplies or services exceeding \$25,000.00 a 15% Bid Security of the total bid price "MUST" accompany the bid package."** **"No Bid Security"** was accompanied for all bids turned into GHURA during the opening on June 17, 2011. Therefore GHURA isn't complying with Government of Guam Law's.

3). No square footage for the building's for Janitorial Services where giving to G-Crew Maintenance nor in the BID Package for GHURA-COCC/ PH-011-007 leaving it difficult to render a competitive quote as Strip & Waxing was included for services.

In conclusion, the bid for GHURA-COCC/PH-011-007 is not consistent with Guam Public Law 27-127. Therefore all bids are in violation of Guam laws & are not valid and GHURA therefore needs to rebid the IFB GHURA COCC/PH-011-007 to comply with all Government of Guam Laws.

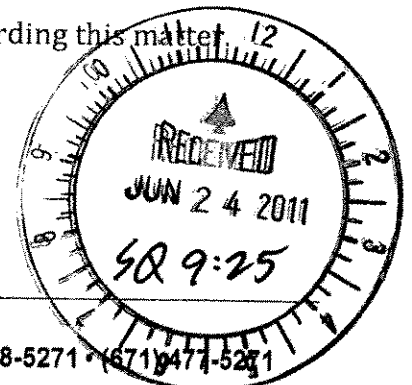
Thank you, in advance for your time and consideration regarding this matter.

G-CREW MAINTENANCE: _____ 

Respectfully yours,

-----e-----

G-CREW MAINTENANCE





GHURA

Guam Housing and Urban Renewal Authority
Aturidat Ginima' Yan Rinueban Siudad Guahan
117 Bien Venida Avenue, Sinajana, GU 96910
Phone: (671) 477-9851 · Fax: (671) 300-7565 · TTY: (671) 472-3701



EQUAL HOUSING
OPPORTUNITY

June 26, 2011

Darren Gutierrez
Owner
G-Crew Maintenance
PO Box 1724
Hagatna, Guam 96932

Re: Letter of Protest – IFB#-GHURA-COCC/PH-011-007

Hafa Adai Mr. Gutierrez,

The Guam Housing and Urban Renewal Authority (GHURA) received your letter dated June 22, 2011 contesting the aforementioned bid. In your letter you are contesting the bid for three (3) reasons.

1. You claimed that Mr. Bernard Lastimoza, GHURA's Procurement Administrator did "NOT" state if the required documents were notarized. During the reading of the bids, Mr. Lastimoza did indicate the physical presence of the required documents. Further review by his office to the responsiveness of the bid will be conducted after the bid opening to include, but not limited to the notary of all required documents as specified in the bid packet. This process is ongoing at this time.
2. Your claim that pursuant to Public law 27-127, "all competitive sealed bidding of supplies or services exceeding \$25,000 requires a 15% Bid security of the total price must accompany the bid package. As specified in the Housing and Urban Development (HUD) Procurement Handbook # 7460.8 Rev 2, page 6-6, it states "There are no bonding requirements for non-construction projects; Public Housing Authority's should only require bonds for non-construction where consistent with good business practices. Furthermore, HUD's requirements for bid bonds are very strict and more stringent than Government of Guam. The requirements for submitting bid bonds MUST be listed on the most recently published U.S. Treasury Circular 570. Individual sureties are not permitted. This requirement will dramatically place small businesses like your company in a disadvantage over larger companies. GHURA's only requirement for bid bonds are for construction project over \$100,000.00 and MUST be listed on US Treasury Circular 570.
3. You claimed that you did not receive square footage measurements for the buildings. As indicated on page 5, paragraph P. "Site Visits", you are encouraged to inspect all sites to have a better knowledge and understanding of the size, layout and make over of the individual site. The names of the point of contacts and location of the buildings are listed in the bid packet for your review. You picked up a bid packet on June 9, 2011 and had the opportunity



to visit all sites because the dead line to conduct site visits ended on June 10, 2011 as per the bid requirements.

If you would like to discuss this in person with me and my staff, please contact Bernard Lastimoza at 475-1356 so that he can set up a date and time for our meeting.

Senseramente,

Marcel Camacho
Executive Director

GUAM HOUSING AND URBAN RENEWAL AUTHORITY

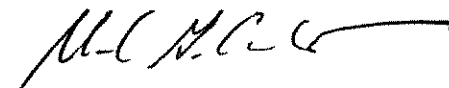


RECEIVED
OFFICE OF PUBLIC ACCOUNTABILITY
PROCUREMENT APPEALS

JUL 14 2011
TIME: 11:30 AM AC
FILE NO. OPA-PA: 11-014

INVITATION FOR BID (IFB#-GHURA – COCC/PH – 011– 007) JANITORIAL SERVICES

START DATE: June 1, 2011
DUE DATE: June 17, 2011
TIME: 2:00 PM, CHAMORRO STANDARD TIME
LOCATION: GHURA MAIN OFFICE, SINAJANA
PRE-BID CONFERENCE: June 8, 2011, 10:00 AM Sinajana Office


MARCEL CAMACHO
Executive Director

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MEMORANDUM

May 19, 2011

TO: All Interested Applicants

FROM: Executive Director

**SUBJECT: INVITATION FOR BID (IFB) – Janitorial Services:
IFB # - GHURA-COCC/PH – 11-007**

Hafa Adai,

Guam Housing and Urban Renewal Authority (GHURA) is soliciting bids from locally licensed vendors for Janitorial Services for GHURA's Administrative Offices located at various locations for a period of three (3) years starting October 1, 2011 until September 30, 2014. The Scope of Work may be obtained from GHURA's Main Office in Sinajana starting June 1, 2011. Bids will be opened and read aloud immediately after the closing of the bids in the GHURA Main Conference Room on June 17, 2011. GHURA reserves the right to waive any information and reject any and all bids and to contract as in the best interest of the Authority may require. A pre-bid conference is scheduled on June 8, 2011 at 10:00 a.m. in the GHURA Main Office in Sinajana.

The bid provides information which will assist applicants to prepare, plan and budget, including:

1. A description of products sought;
2. Requirements to be met by provider.

Please review the bid packet very closely. Respondents must address all parts of the bid. In order for the bid to be considered, all respondents are required to submit:

1. One (1) original copy of their bid, marked; Invitation for Bid: " Janitorial Services" IFB#-GHURA-COCC/PH-011-007.

Guam Housing and Urban Renewal Authority
Procurement Division Office
117 Bien Venida Avenue
Sinajana, Guam 96910

2. Bids submission shall be received no later than 2:00 p.m., June 17, 2011. Bids received after the deadline will not be accepted for consideration. Any questions or inquires shall be directed via facsimile to Bernard Lastimoza at 472-7512 or email at bernard@ghura.org.

Senseramante,


MARCEL CAMACHO
Executive Director

bt

BID ITEM 1 – ADMINISTRATIVE REQUIREMENTS

I. GENERAL INSTRUCTIONS

A. Purpose of this Bid

Guam Housing and Urban Renewal Authority (GHURA) is soliciting Bids from locally licensed vendors for Janitorial Services. This is an “All or None” bid. GHURA maintains the right to award the contract to a single most responsible, responsive, lowest bidder.

A Pre-Bid Conference is scheduled for 10:00 AM on June 8, 2011 in the GHURA Main Office Conference Room.

The respondent must state clearly of their products. Additionally, the respondent will be selected based on their responses to the Bid.

B. Issuing Office

GHURA’s Supply Administrator will administer the bid process. The office address is:

Guam Housing and Urban Renewal Authority
Procurement Division
117 Bien Venida Avenue
Sinajana, Guam 96910

C. Contact Person

If you have any questions or require additional information regarding this Bid, please contact Mr. Bernard A. Lastimoza, Supply Management Administrator, at fax number 472-7512 or via email at bernard@ghura.org. The last day for any information pertaining to this bid is 5:00 PM on June 10, 2011.

D. Bid Forms

Bid packets will be made available for pick-up at the following location:

Guam Housing and Urban Renewal Authority
Procurement Division
117 Bien Venida Avenue
Sinajana, Guam 96910

E. Cost of Preparing Bids

Respondents are completely responsible for cost of developing their Bids. GHURA will not reimburse any applicant for these specific costs.

F. Bid Preparation and Submission of Bid

Respondents are required to submit one (1) original copy of their bid to Guam Housing and Urban Renewal Authority, Procurement Division, 117 Bien Venida Avenue Sinajana, Guam 96910. Bids must be received no later than 2:00 p.m., June 17, 2011. Bids received after deadline will not be accepted for consideration.

G. Disposition of Bids

All Bids become the property of GHURA. The selected Bid may be incorporated into resulting agreement by reference.

H. Execution of the Agreement

The successful respondent will be required to enter into a formal written agreement and Purchase Order with GHURA in accordance with the laws, rules and regulations of Guam and all federal requirements.

GHURA reserves the right to enter into agreements for only the products, which appear to be in the best interest of GHURA and persons participating in its program and services. GHURA reserves the right to cancel the agreement if the applicant violates the terms and condition of the agreement.

The cost of any work performed by any contractor prior to receiving a letter to proceed from GHURA will not be the responsibility of GHURA. GHURA will not be liable for nor will GHURA reimburse the contractor for any work, costs, expenses, and loss of profits or damages borne by the contractor prior to receiving a written notice to proceed.

GHURA will notify all respondents of the selection upon completion of the evaluation process, subject to final negotiations and award. GHURA will forward the formal agreement to the successful respondent for execution. The successful respondent will sign and return the agreement with other supporting documents covering the agreement. The successful bidder is required to retain all records for three (3) years after GHURA makes final payment and for other pending matter such as servicing and until all warranties are expired or closed.

I. Disqualification of Bid

GHURA may reject without further consideration any Bid offering or any set of terms or conditions contradictory to the requirements set forth or referenced in this BID.

A respondent will be disqualified and the Bid automatically rejected for any one or more of the following reasons:

1. Submission of the Bid after the deadline specified.
2. Bid shows any non-compliance with applicable laws; Bid is conditional, incomplete or irregular in such a way as to make the Bid incomplete, indefinite or ambiguous in it meaning.
3. Bid has provisions reserving the right to accept or reject award or enter into a contract pursuant to an award, or provisions contrary to those required.

J. Payment

GHURA shall pay successful bidder for all completed services upon receipt of bidder's Request for Payment Invoice shall include GHURA staff information (name & signature). Vendor's invoice shall include name and signature of GHURA staff and cost. Bidder submitting incomplete invoices not containing the required information maybe rejected or subject to delay in payment. Payment terms shall be Net 30 Days.

K. Termination

GHURA reserves the right to terminate for cause and for convenience of GHURA.

L. Inspection of Records

GHURA and the Comptroller General of the United States, and/or any other duly authorized representatives shall have the right to inspect any books, documents, papers and records of the contractor which are directly pertinent to this specific contract for the purposes of making an audit, examination, excerpts and transcriptions.

M. Required Documents

Vendors are required to submit a current business license, Major shareholders Affidavit, Non-collusion Affidavit, Non-Gratuity Affidavit, Any and all addendums, Certifications and Representations of Offerors (HUD Form -5369-C), Vendor Bid Form, Contact for Contract Administration Form, at least three (3) references of equal or greater project.

N. Method of Award

GHURA shall award contract to the most responsible, responsive and best price (total bid price) as a lot and not per bid item.

O. Non-Refundable Bid Packet Payment

Vendors are required to pay the \$25 non-refundable payment for each bid packet before submission of their bid. Non-payment shall result as a non-responsive bid and vendor's bid shall not be considered.

P. Site Inspections

Interested vendors are encouraged to inspect all sites on June 8-10, 2011. No site inspections will be granted after the said deadline. Vendors requesting site inspections must contact the following site managers to set up a site inspection.

**GHURA Main Office (Sinajana) – Bernard Lastimoza or Tina Nelson – 475-1356/71
AMP 1 - Central Office (Toto) – Teresa Blas – 477-9821
AMP 2 - Southeast Office (Yona) – Pat Mesa – 475-1360
AMP 3 - Southwest Office (Agat) – Beatrice Nededog – 475-1361
AMP 4 – Northern Office (Toto) – Teresa Blas - 475-1394**

Q. PUBLIC LAW 26-111

All contractors or vendors are required to comply with P.L. 26-111 (Guam Prevailing Wage).

R. TAXES:

Vendors are cautioned that they are subject to Guam Income Taxes as well as other taxes on Guam transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation.

S. LICENSING:

Vendors are cautioned that GHURA will not consider for award any offer submitted by a vendor who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Director of Revenue and Taxation.

T. SUPPLIES

The successful vendor shall be responsible to supply GHURA with toilet tissues, paper towels, trash bags, hand sanitizers and hand soap (dispenser type) for all restrooms & kitchen on a daily basis. Additionally, vendor shall utilize existing dispensers in all bathroom & kitchen facilities for dispensing supplies.

II. MONITORING

GHURA's Procurement Division and all Division Managers will monitor the Agreement. Areas of review include:

- 1. Overall compliance with agreement terms;**
- 2. Degree to which performance goals and objectives are met and activities described in the scope of work and agreement are being provided.**

III. SECTION 3 PROGRAM

Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

IV. LAWS TO BE OBSERVED:

- 1. The Bidder should be familiar with federal and local laws, codes, ordinances, and regulations which in any manner, affect those engaged or employed in the work or the material or equipment used in upon the site, or in any way affect the conduct of the work. No place of misunderstanding or ignorance on the part of the Bidder will in any way serve to modify the provision of the contract.**
- 2. Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues. (§5253 of Title 5 Guam Code Annotated)**
 - a. No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the government of Guam, shall work for his employer on the property of the government of Guam other than a public highway.**

- b. All contracts for services to agencies listed herein shall include the following provisions: (1) warranties that no person providing services on behalf of the contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and (2) that if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.
- c. Duties of the Procurement Administrator and Property Site Managers. All contracts, bids, and Requests for Proposals shall state all the conditions in §5253(b).

Any contractor found in violation of §5253(b), after notice from the contracting authority of such violation, shall, within twenty-four (24) hours, take corrective action and shall report such action to the contracting authority. Failure to take corrective action within the stipulated period may result in the temporary suspension of the contract at the discretion of the contracting authority.”

BASE BID #1 INFORMATION - SCOPE OF SERVICE AND LOCATION OF SITES

1. GHURA MAIN OFFICE (SINAJANA). (To be cleaned five (5) days a week – Monday - Friday)

A. Kitchen:

1. Clean kitchen sink (free from spots, stains, mold & mildew) daily.
2. Dust and wipe kitchen counter, stove and exterior of refrigerator daily.
3. Sweep and mop kitchen floor daily with disinfectant solution.
4. Wash all dishes, cups, glasses, pots, pans, coffee percolators and other utensils daily
5. Empty trash containers daily and replace with new trash bag.

B. Restrooms – First & Second Floors: (4)

1. Sweep and mop floors with disinfectant solution daily
2. Disinfect daily all surfaces, metal on washbasins, water closets and urinal all free of dust, dirt, spots, stains, mold & mildew.
3. Disinfect daily all partitions adjacent to urinal and water closets clean and free of spots, mold & mildew
4. Wipe and dust mirrors daily.
5. Empty trash containers daily and replace with new trash bag.
6. Re-supply toilet tissues, paper towels and soap daily.
7. Dust all exhaust vents weekly.

C. Floor Areas – First and Second Floors

1. Vacuum all carpet area daily.
2. Sweep and mop daily all floors not covered by carpet;
3. Empty all trash containers daily and replace with new trash bag.
4. Vacuum stairs daily. (DO NOT USE BROOM)

D. Conference Rooms – First & Second Floor:

1. Empty all trash containers daily and replace with new trash bag.

EXTERIOR STAIR WELLS:

1. Sweep steps & landings daily.
2. Empty all trash containers daily and replace with new trash bag.

F. General Cleaning:

1. Wipe and clean glass door entrance three (3) times per week free from stains and smears. Flush using water hose and disinfectant, the front entrance three (3) times per week (Monday, Wednesday & Friday).
2. Empty all trash containers and replace with clean trash bags for all trash containers daily.
3. All trash bags must be deposited into trash container outside the building daily.
4. Pick up trash/rubbish in and around building to include fenced in parking area.
5. Sweep front entrance daily. Wipe and clean windows at entrance with window clean solution at least once a week or more frequently as required.
6. Replenish toilet tissues, hand towels, hand soap and hand sanitizers when needed.

G. Outside Employee Break Area

1. Empty trash container daily.

**2. AMP 1 - CENTRAL BUILDING, TOTO GARDENS (To be cleaned 3 days a week
Mon – Wed - Fri**

- 1. Sweep and mop all floors. Buff and wax floor quarterly.**
- 2. Sweep and mop restrooms with disinfectant solution.**
- 3. Wipe and clean windows with window cleaner solution once a week.**
- 4. Empty & replace all trash containers with clean trash bags. Provide extra trash bags inside the bottom of each trash container.**
- 5. Clean water closet and sink in rest room with disinfectant solutions.**
- 6. Replenish toilet tissues, hand towels, hand soap and hand sanitizer when needed.**

3. **AMP 2 - SOUTHEAST OFFICE -Yona** (To be cleaned 3 days a week – Mon – Wed- F
1. Sweep and mop all floors. Buff and wax floor quarterly.
 2. Sweep and mop restrooms with disinfectant solution.
 3. Wipe and clean windows with window cleaner solution once a week.
 4. Empty & replace all trash containers with clean trash bags. Provide extra trash bags inside the bottom of each trash container.
 5. Clean water closet and sink in rest room with disinfectant solution.
 6. Replenish toilet tissues, hand towels, hand soap and hand sanitizer when needed.

**4. AMP # 3 SOUTHWEST OFFICE – AGAT (To be cleaned 3 days a week
Mon–Wed- Fri)**

- 1. Sweep and mop all floors. Buff and wax floor quarterly.**
- 2. Sweep and mop restrooms with disinfectant solution.**
- 3. Wipe and clean windows with window cleaner solution once a week.**
- 4. Empty & replace all trash containers with clean trash bags. Provide extra trash bags inside the bottom of each trash container.**
- 5. Clean water closet and sink in rest rooms with disinfectant solution**
- 6. Replenish toilet tissues, hand towels, hand soap and hand sanitizer when needed.**

**5. AMP 4 OFFICE BUILDING, TOTO GARDENS (To be cleaned 3 days a week
Mon – Wed – Fri)**

- 1. Sweep and mop all floors. Buff and wax floor quarterly.**
- 2. Sweep and mop restrooms with disinfectant solution.**
- 3. Wipe and clean windows with window cleaner solution once a week.**
- 4. Empty & replace all trash containers with clean trash bags. Provide extra trash bags inside the bottom of each trash container.**
- 5. Clean water closet and sink in rest rooms with disinfectant solutions.**
- 6. Replenish toilet tissues, hand towels, hand soap and hand sanitizer when needed.**

BID ITEM III - VENDOR BID FORM

IMPORTANT NOTE TO VENDOR:

THIS FORM IS REQUIRED TO BE SUBMITTED BY THE VENDOR. ANY BID SUBMITTED WITHOUT THIS FORM WILL NOT BE CONSIDERED FOR FURTHER EVALUATION.

NAME OF VENDOR: Darren Gutierrez DBA: G-crew Maintenance


I, Darren W. Gutierrez, the undersigned due hereby submit my bid for Bid # -IFB -GHURA-COCC/PH-11-007. The amount of my bid for Janitorial Services in the aforementioned bid as specified in the Scope of Work.

Total monthly price for all locations including all supplies and materials: \$55,286.40

Cost Breakdown per location per month including all supplies & materials:

AMP 1 Office Central Site Base Office Toto Gardens:	<u>\$ 3,455.40</u>	287.95
AMP 2 Southeast Site Base Office Yona:	<u>\$ 3,455.40</u>	287.95
AMP 3 Southwest Site Base Office Agat:	<u>\$ 3,455.40</u>	287.95
AMP 4 Northern Site Base Office Toto Gardens:	<u>\$ 3,455.40</u>	287.95
GHURA Main Office Sinajana:	<u>\$ 41,464.80 = 3455.40</u>	

PRINT FULL NAME: Darren William Gutierrez \$ 6,910.80

SIGNATURE: 

TITLE: OWNER

DATE: 6/10/2011

**EXHIBIT II
MAJOR SHAREHOLDER DISCLOSURE AFFIDAVIT
IFB NUMBER # - GHURA - COCC/PH - 011-007**

Name of Offeror Firm or Individual: Darren W. Gutierrez DBA: G-crew Maintenance
TERRITORY OF GUAM)
) SS.
HAGATNA GUAM)

1. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the undersigned and th
[please check one]:

- The respondent is an individual or sole proprietor and owns the entire interest in the respondent's company.
- The respondent is a corporation, partnership, joint venture, or association, and the persons, companies, partners, or joi
ventures that have held more than 10% of the shares or interest in the respondent's business during the past twel
months are as follows [if none, please so state]:

<u>Name</u>	<u>Address</u>	<u>% of Shares of Interest Held</u>
-------------	----------------	-------------------------------------

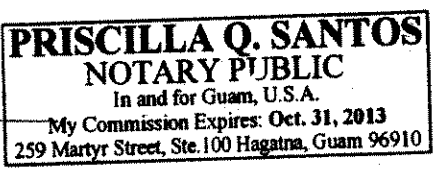
2. Further, I say that the persons who have received or are entitled to received a commission, gratuity or other compensati
for procuring or assisting in obtaining business related to the bid or proposal for which this affidavit is submitted are
follows [if none, please so state]:

<u>Name</u>	<u>Address</u>	<u>Compensation</u>
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D. W. Gutierrez
Signature of individual if proposer is a sole Proprietorship; Partner, if the proposer is a
Partnership; Officer, if the proposer is a Corporation.

SUBSCRIBED AND SWORN to before me this 10th day of June, 2011.

Priscilla Q. Santos
Notary Public
In and for the Territory of Guam
My Commission Expires: _____



THIS AFFIDAVIT MUST BE COMPLETED AND RETURNED IN THE ENVELOPE CONTAINING THE BID.

**EXHIBIT III
NON-GRATUITY AFFIDAVIT
IFB#-GHURA-COCC/PH - 011-007**

The following is a release form to be executed and filed by the firm/individual before the final payment is made.

NAME OF PROPOSAL:

CONTACT NO.:

ISLAND OF GUAM

TO:

Executive Director

Darren Gutierrez DBA: G-crew Maintenance

The undersigned hereby certifies that he/she is the Sole Proprietor of (name of Individual, Partnership, Corporation) that in connection with the aforesaid proposal, he/she or its officers, representatives, agent subcontractors or employees has (have) not given or made any agreement to give to any GHURA employee, his/h relatives or agents, any gift of money or any other gift; or gratuity in any form whatsoever as contained in Public Law 16-124, Section 6980.6 as amended; has (have) not loaned any money or anything of value to any GHURA employee his/her relatives or agents; has (have) not rented or purchased any equipment, or any form thereof, or supplies of any nature whatsoever from any GHURA employee, his/her relatives or agents.

[Handwritten Signature]

Signature of individual if proposer is a sole Proprietorship; Partner, if the proposer is a Partnership; Officer, if the proposer is a Corporation.

SUBSCRIBED AND SWORN to before me this 10th day of June, 2011.

[Handwritten Signature]

Notary Public

In and for the Territory of Guam

My Commission Expires: _____

PRISCILLA Q. SANTOS
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: **Oct. 31, 2013**
259 Martyr Street, Ste. 100 Hagatna, Guam 96910

THIS AFFIDAVIT MUST BE COMPLETED AND RETURNED IN THE ENVELOPE CONTAINING THE PROPOSAL.

CONTACT FOR CONTRACT ADMINISTRATION

IFB# - GHURA - COCC/PH - 011 - 007

Name: Darren Gutierrez Title: Owner

Mailing Address: P. O. Box 1724 Telephone: 8885271

Hagatna Guam Fax: gcrewguam@gmail.com
96932

General Terms and Conditions

IFB# - GHURA – COCC/PH – 011 - 007

Only those Boxes checked below are applicable to this bid.

- 1. **AUTHORITY:** This solicitation is issued subject to all the provisions of the 24 CFR 85.36, HUD Procurement Standards, Guam Procurement Act (P. L. 16-124), the Guam Procurement Regulations and Public Laws 26-111 and PL 28-98 (copies are available at the Office of the Compiler of Laws, Department of Law. Copies are available for inspection at the Guam Housing and Urban Renewal Authority (GHURA). It requires all parties involved in the preparation, negotiation, performance or administration of contracts to act in good faith.
- 2. **GENERAL INTENTION:** Unless otherwise specified it is the declared and acknowledged intention and meaning of these General Terms and Conditions for the bidder to provide the Guam Housing and Urban Renewal Authority with specified services or with materials, supplies or equipment completely assembled and ready for use. This solicitation is also subject to federal law and regulations in regards to public housing authorities pursuant to 5§ G.C. A.
- 3. **TAXES:** Bidders are cautioned that they are subject to Guam Income Tax as well as all other taxes on Guam transactions. Specified information on taxes may be obtained from the Director of Revenue and Taxation.
- 4. **LICENSING:** Bidders are cautioned, that the Guam Housing and Urban Renewal Authority will not consider for award any offer submitted by a bidder who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Director of Taxation. Vendors are required to submit current business license with their bid.
- 5. **LOCAL PROCUREMENT PREFERENCE:** All procurement of supplies and services where possible, will be made from among businesses licensed to do business on Guam in accordance with Section 6950.7 of the Guam Procurement Act (P. L. 16-124) and Section 1-104 of the Guam Procurement Regulations.
- 6. **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:** Bidder shall comply with all specifications and other requirements of the Solicitation.
- 7. **“ALL OR NONE” BIDS:** By checking this item, the Guam Housing and Urban Renewal Authority is requesting all of the bid items to be bidden or none at all. The Guam Housing and Urban Renewal Authority will not award on an itemized basis. Reference: Section 3-301.06 of the Guam Procurement Regulations.
- 7a. If the Guam Housing and Urban Renewal Authority does not require All or None Bids (Section 7 is not checked off), but the Bidder indicates on the Bid that it is an All or None Bid, then the Guam Housing and Urban Renewal Authority will deem the Bid submitted to be non-responsive.
- 8. **INDEPENDENT PRICE DETERMINATION:** The Bidder upon signing the invitation to Bid/proposal certifies that the prices in his or her Bid were derived at without collusion and acknowledge that collusion and anti-competitive practices are prohibited by law. Violation will be subject to the provision of Section 6981 of the Guam Procurement Act. Other existing civil criminal or administrative remedies are not impaired and may be in addition to the remedies in Section 6981 of the Government of Code.

9. **BIDDER'S PRICES:** The Guam Housing and Urban Renewal Authority will consider not more than two (2) (Basic and Alternate) item prices and the Bidder shall explain fully each price if supplies, materials equipment and/or specified services offered comply with specifications and the product's origin. Where basic or alternate Bids meet the minimum required specification, cost and other factors will be considered. Failure to meet this requirement will result in rejection of the Bid.
10. **BID ENVELOPE:** Envelope shall be sealed and marked with the Bidder's name, bid number, time, date and place of Bid Opening.
11. **BID BOND REQUIREMENTS:** Bidder is required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier's Check in the same bid envelope to be held by GHURA pending award. The Bid Guarantee Bond, Letter of Credit, Certified Check or Cashier's Check must be issued by any local surety or banking institution; licensed to do business on Guam; and made payable to the Guam Housing and Urban Renewal Authority in the amount of five percent (5%) of his or her highest total bid offer. Bid Guarantee will be a Bid Bond on Government Standard form BB-1. Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (contractor) withdraws from the Bid or fails to enter into contract within a prescribed time, such Bond will be forfeited to the Guam Housing and Urban Renewal Authority. Bids will be disqualified if not accompanied with a Bid Bond, Letter of Credit, Certified Check, or Cashier's Check. Bidder must include in his or her bid valid copies of a Power Authority from the Surety and a Certificate of Authority from the Government of Guam to show proof that the surety company named on the bond instrument is authorized by the Government of Guam and qualified to do business on Guam. For detailed information on bonding matters contact the Department of Revenue and Taxation. Failure to submit a valid Power Authority and Certificate of Authority on the surety is cause for rejection of Bid (GPR Section 3-202.03.3).
12. **PERFORMANCE BOND REQUIREMENT:** The Bidder may be required to furnish a Performance Bond on Government Standard Form BB-1 or standby irrevocable Letter of Credit or Certified Check or Cashier's Check payable to the Guam Housing and Urban Renewal Authority issued by any of the local Banks or Bonding institution in the amount equal to One hundred percent (100%) of the contract prices as security for the faithful performance and proper fulfillment of the contract. In the event that any of the provisions of this contract are violated by the contractor, the Executive Director of GHURA or the Chief Procurement Officer of GHURA shall serve written notice upon both the contractor and the Surety of its intention to terminate the contract. Unless satisfactory arrangement or correction is made within ten (10) days of such notice the contract shall cease and terminate upon the expiration of the ten (10) days. In event of any such termination, the Executive Director of GHURA or the Chief Procurement of Officer of GHURA shall immediately serve notice thereof upon the Surety. The Surety shall have the right to take over and perform the contract provided. However, should the Surety do not commence performance thereof within ten (10) days from the date of the mailing of Notice of Termination, the Guam Housing and Urban Renewal Authority may take over and prosecute the same to complete the contract or re-contract the project with all incurred expenses for the account of the contractor. The contractor and his or her Surety shall be liable to Guam Housing and Urban Renewal Authority for any excess cost incurred the Guam Housing and Urban Renewal Authority (GPR Section 3.202.03.4).
13. **PERFORMANCE GUARANTEE:** Bidders, who are awarded a contract under this Solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with the Guam Housing and Urban Renewal Authority and to enforce Section 12 of these General Terms and Conditions. In addition, the Guam Housing and Urban Renewal Authority will hold the vendor liable and will enforce the requirements as set forth in Section 41 of these General Terms and Conditions.
14. **SURETY BONDS:** Bid and Performance Bonds coverage must be signed or countersigned in Guam by a foreign or alien Surety's resident general agent. The surety must be an insurance company, authorized by the Government of Guam and qualified to do business in Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business

Guam may be required to be listed with the U. S. Treasury Department of the United States of America.

15. **COMPETENCY OF BIDDERS:** Bids will be considered only from such bidders who, in the opinion of the Guam Housing and Urban Renewal Authority can show evidence of their competency, financial ability, experience, equipment and facilities to render satisfactory service.
16. **DETERMINATION OF RESPONSIBILITY OF BIDDERS:** The Executive Director of GHURA or Chief Procurement Officer of GHURA reserves the right for securing from the bidders information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 15 of these General Terms and Conditions (GPR Section 3401).
17. **STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER:** In determining the lowest responsible and responsive bidder, the Executive Director of GHURA or Chief Procurement Officer of GHURA shall be guided by the following:
- Price of Items offered.
 - The ability, capacity and skill of Bidder to perform.
 - Whether the Bidder can perform promptly or within a specified date.
 - The quality of performance of the Bidder with regards to awards previously made to him or her.
 - The previous and existing compliance by the Bidder with laws and regulations relative to procurement
 - The sufficiency of the financial resources and ability of the Bidder to perform.
 - The ability of the Bidder to provide future maintenance and services for the subject of the award.
 - The compliance (responsiveness) with all of the conditions to the Solicitation.
18. **THE BIDS/PROPOSALS:** If the bids or proposals are for the same unit price or total amount in the whole or part, the Executive Director of GHURA or Chief Procurement Officer of GHURA has the authority to award the bid to any one of the bidders by drawing lots in public, or to reject all such bids (GPR Section 3-202.15.2)
19. **BRAND NAMES:** Any reference in the Solicitation to manufacturer's Brand Names and number is due to lack of a satisfactory specification of commodity description. Such reference is intended to be descriptive, but not restrictive and for the sole purpose of indicating to prospective bidders a description of the article or services that will be satisfactory. Bids on comparable or equal items will be considered provided the bidder clearly states in his or her bid the exact articles he or she is offering and how it differs from the original specification.
20. **DESCRIPTIVE LITERATURE:** Descriptive literature(s) as specified in this Solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The literature furnished must clearly identify the item(s) in the Bid. The descriptive literature is required to establish, for the purpose of evaluation and award, details of the product(s) the bidder proposes to furnish including design, materials, components, performance characteristics, methods of manufacture, construction, assembly or other characteristics which are considered appropriate. Rejection of the Bid will be required if the descriptive literature(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this Solicitation. Failure to furnish the descriptive literature(s) by the time specified in the Solicitation will require rejection of the Bid.
21. **SAMPLES.** Sample(s) of item(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The sample(s) should represent exactly what the Bidder proposes to furnish and will be used to determine if the item(s) offered complies with the specifications. Rejection of the Bid will be required if the sample(s) does not show that the product(s) offered conform(s) to the specifications and other requirements of this Solicitation. Failure to furnish the sample(s) by the time specified in the Solicitation will require rejection of the Bid.

22. LABORATORY TEST (UL Test): Successful bidder is required to accompany delivery of his or her goods with a Laboratory Test Report, indicating that the product he or she is furnishing the Guam Housing and Urban Renewal Authority meets with the highest consumer safety specification. This report is on the bidder's account and must be from a certified Testing Association.
23. AWARD, CANCELLATION & REJECTION: Award shall be made to the lowest responsible and responsive bidder, whose bid is determined to be the most advantageous to the Guam Housing and Urban Renewal Authority, taking into consideration the evaluation set forth in this Solicitation. No other factors or criteria shall be used in the evaluation process. The right is reserved as the interest of the Guam Housing and Urban Renewal Authority may require to waive any minor irregularity in bids received. The Executive Director of GHURA or the Chief Procurement Officer of GHURA shall have the authority to award, cancel or reject bids in whole or in part for any one or more items if he or she determines it is in the public interest. Award issued to the lowest responsible and responsive bidder within the specified time for acceptance as indicated in the Solicitation, results in a binding contract without further action by either party. In case of an error in the extension of prices, unit price will govern. It is the policy of the Guam Housing and Urban Renewal Authority to award contracts to local bidders that qualify under this solicitation. The Guam Housing and Urban Renewal Authority reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type items and the vendor agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after original award. No award shall be made under this Solicitation which shall require advance payment or irrevocable Letter of Credit from the Guam Housing and Urban Renewal Authority.
24. MARKING: Each outside container shall be marked with the Purchase Order number, item number, brief item description and quantity. Letter marking shall not be less than 3/4 inches in height.
25. SCHEDULE FOR DELIVERY: Successful vendor (s) shall have the appliances on island and ready to deliver no later than forty five (45) days after receipt of order. Successful bidder shall notify the Guam Housing and Urban Renewal Authority Supply Management Administrator, telephone no. 475-1356 at least twenty-four (24) hours before delivery of any item under this Solicitation.
26. BILL OF SALE: Successful supplier shall render Bills of Sale for each item delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Guam Housing and Urban Renewal Authority in accordance with billing instructions as indicated on the Purchase Order.
27. MANUFACTURER'S CERTIFICATE: Successful bidder is required, upon delivery of any item under this contract to furnish a certificate from the manufacturing indicating that the goods meet the specifications. Failure to comply with this request will result in rejection of delivery.
28. INSPECTION: All supplies, materials, equipment or services delivered under this contract shall be subject to the inspection and/or test conducted by the Guam Housing and Urban Renewal Authority at destination. If in any case the supplies, materials, equipment or services are found to be defective in material, workmanship, performance or otherwise do not conform with the specification, the Guam Housing and Urban Renewal Authority shall have the right to reject the items or require that they be corrected. The number of days required for corrections will be determined by GHURA.
29. MOTOR VEHICLE SAFETY REQUIREMENTS: The Guam Housing and Urban Renewal Authority will only consider Bids on motor vehicles which comply with requirements of the National Traffic and Motor Vehicle Safety Act of 1966 (P. L. 89-563) and Clean Air Act as amended (P. L. 88-206) that are applicable to Guam. Bidder shall state if the equipment offered comply with these aforementioned Federal laws.

Guam Vehicle Inspection before delivery at destination.

31. GUARANTEE:

a) Guarantee of Vehicle Type of Equipment:

The successful bidder shall guarantee vehicular type of equipment offered against defective parts, workmanship, and performance, for a period of not less than one (1) year after date of receipt of equipment. Bidder shall also provide service to the equipment for at least one (1) year. Service to be provided shall include, but will not be limited to tune-ups (change of spark plugs, contact points and condensers) and lubrication (change in engine and transmission oil). All parts and labor shall be at the expense of the Bidder. All parts found defective and not caused by misuse, negligence or accident within the guarantee period shall be repaired, replaced or adjusted within six (6) working days after notice from the Guam Housing and Urban Renewal Authority and without cost to GHURA. Vehicular type of equipment as used in this context shall include equipment used for transportation as differentiated from tractors, backhoes, etc.

b) Guarantee of Other Type of Equipment:

The successful Bidder shall guarantee all other types of equipment offered, except those mentioned in 31 a, above, against defective parts, workmanship and performance for a period of not less than three (3) months after date of receipt of equipment. Bidder shall also provide service to the equipment for at least three (3) months. All parts found defective within that period shall be repaired or replaced by the Contractor without cost to the Guam Housing and Urban Renewal Authority. Repairs, adjustments or replacements of defective parts shall be completed by the Contractor within six (6) working days after notice from GHURA.

c) Compliance with this Section is a condition of this bid.

32. REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT: The Bidder or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a Guam Housing and Urban Renewal Authority employee to breach any of the ethical standards and represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth on Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and Chapter 11 of the Guam Procurement Regulations.

33. REPRESENTATION REGARDING CONTINGENT FEES: The contractor represents that it has not retained a person to solicit or secure a GHURA 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 (GPR Section 11-207).

34. EQUAL EMPLOYMENT OPPORTUNITY: Contractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex or national origin.

35. COMPLIANCE WITH LAWS: Bidders awarded a contract under this Solicitation shall comply with the applicable standards, provisions and stipulations of all pertinent Federal and/or local laws, rules and regulations relative to the performance of this contract and the furnishing of goods. Where there is a conflict between local or state procurement legislation and Federal regulations, then Federal regulations will have precedent over local or state ordinance.

36. CHANGE ORDER: Any change order issued relative to awards made under this Solicitation will be subject to and in accordance with the provisions of Section 6-101.03.1 of the Guam Procurement Regulations.

will be subject to and in accordance with the provision of Section 6-101.04.3 of the Guam Procurement Regulations.

38. **TERMINATION FOR CONVENIENCE:** Any termination order for the convenience of the Guam Housing and Urban Renewal Authority issued relative to awards made under this Solicitation will be subject to and in accordance with the provisions of Section 101.10 of the Guam Procurement Regulations.
39. **TIME FOR COMPLETION:** It is hereby understood and mutually agreed by and between the contractor and the Guam Housing and Urban Renewal Authority that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from date of Purchase Order is acknowledged by vendor), then the contractor is in default. Default will be treated subject to and in accordance with the provisions of Section 6-101.08 of the Guam Procurement Requisitions.
40. **JUSTIFICATION FOR DELAY:** Bidders who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the bidder is not able to meet the specified delivery date, he or she is required to notify the Executive Director of GHURA or Chief Procurement Officer of GHURA of such delay. Notification shall be in writing and shall be received by the Executive Director of GHURA or Chief Procurement Officer of GHURA at least twenty-four (24) hours before the specified delivery date. Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The Guam Housing and Urban Renewal Authority reserves the right to reject delay justification if, in the opinion of the Executive Director of GHURA or Chief Procurement Officer of GHURA, such justification is not adequate.
41. **LIQUIDATED DAMAGES:** When the Contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clauses of this contract and fails to cure in time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one percent (1%) of outstanding order per calendar day from date set for cure until either the Guam Housing and Urban Renewal Authority reasonably obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or nonperformance is excused under paragraph 40 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due GHURA. The contractor remains liable for damages caused other than by delay (GPR Section 6-101.09.1).
42. **PHYSICAL LIABILITY:** If it becomes necessary for the vendor, either as principal, agent or employee to enter upon the premises or property of the Guam Housing and Urban Renewal Authority in order to construct, erect, inspect, make delivery or remove property hereunder, the vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the Guam Housing and Urban Renewal Authority from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work and fines, penalties and loss incurred for or by reason of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Guam Housing and Urban Renewal Authority against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his or her employees and agents of the services covered by the Contract and the use, misuse or failure of any equipment used by the contractor or his or her employees or agents, and shall provide certificates of such insurance to the Guam Housing and Urban Renewal Authority when required.

44. RECEIPT, OPENING AND RECORDING OF BID: Bids and modifications shall be publicly opened in the presence of one or more witnesses at the time, date and place designated in the invitation for bid. The name of each bidder, the bid price and such other information as is deemed appropriate by the Procurement Officer shall be read aloud and recorded or otherwise made available. The names and addresses of required witnesses shall be recorded at the opening. The opened bids shall be available for public inspection except to the extent the bidder designates trade secrets or other proprietary data to be considered confidential. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices, makes and models or catalogue numbers of the item offered, deliveries and items of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary (Guam Procurement Regulation Section 3-202.12.2).
45. CONFIDENTIAL DATA: The Procurement Officer shall examine the bids to determine the validity of any request for nondisclosure of trade secrets and other proprietary data in writing. If the parties do not agree as to the disclosure of data, the Procurement Officer shall inform the bidders in writing what portion of the bid will be disclosed and that, unless the bidders protest under Chapter 9 of the Guam Procurement Act (P. L. 16-124), the bids will be so disclosed. The bids shall be opened to public inspection subject to any continuing prohibition on the disclosure of confidential data (Guam Procurement Regulation Section 202.12.3)
46. TYPE OF CONTRACT: GHURA shall use Firm Fixed Price Contract for this solicitation.
47. PUBLIC LAW - 28-98 – Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues.

