

In the Office of Public Accountability

Hagatna, Guam

JJ Global Services

vs.

Guam Visitors Bureau

OPA-PA-19-001

Agency Report

RECEIVED

OFFICE OF PUBLIC ACCOUNTABILITY
PROCUREMENT APPEALS

DATE: 01-17-19

TIME: 4:25 AM PM BY: JM

FILE NO OPA-PA: 19-001

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I.

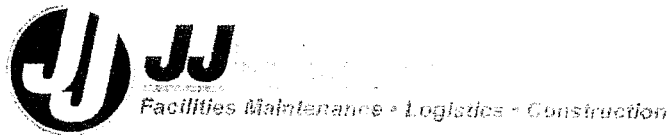
A Copy of the Protest

Please see Procurement Record at pages 178 et seq.

II.

**A Copy of the Bid or Offer and a Copy of the Bid or Offer that is being
Considered for Award**

Please see attached.



August 20, 2018

Mr. Jon Nathan Denight
President and CEO
Guam Visitors Bureau
401 Pale San Vitores Road
Tumon, Guam 96913

RE: IFB No. 2018-001, Tumon Landscape Maintenance

Dear Mr. Denight:

JJ Global Services appreciates the opportunity to submit a bid for Guam Visitors Bureau (GVB) IFB No. 2018-001, titled "Tumon Landscape Maintenance". It has been our privilege to present to you our proposal.

JJ GLOBAL SERVICES understand the need for services and recognize the opportunity to have those needs met. Having examined your requirements, we are confident that our proposed services will effectively address your needs. Our goal is to not only meet but beat your expectations.

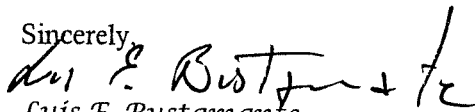
Our job is to be proactive in taking care of Guam's beautiful Tumon landscaped area, preserve its beauty and Guam's investment to attract more tourist for a more rewarding economy. Our unique ability to master the task at hand and our successful track record makes us an essential partner in this endeavor.

This bid proposal covers all the necessary labor, materials, supplies and equipment to provide GVB a complete maintenance services of the landscape areas in Tumon. We are equipped with the right tools and equipment. Our staff are skilled and possess the experience in landscaping work, particularly maintaining delicate plants, flowers, shrubs, grass and trees.

JJ Global Services has a long history of satisfied customers; we have several customers who have been with us for over 20 years! We take a great deal of pride in this fact. We work hard each and every day to provide the level of service for each of our customers that will keep them happy and satisfied because we know that what we do today matters a lot more than what we did yesterday.

It is our sincere hope that we can begin a long-term business relationship with the Guam Visitors Bureau through this project. We look forward to being your partner.

Sincerely,



Luis E. Bustamante

President/Owner

Physical Address: 215 Rojas Street, Suite 126 Harmon Industrial Park, Tamuning Guam, 96913
Mailing Address: PO Box 217881, GMF Barrigada Guam 96921
Tel: (671) 632-1179 Fax: (671) 632-3550
Email: jjg@teleguam.net



SECTION IV PROPOSAL

Date: 8/17/18

Gentlemen:

Luis E Bustamante

The undersigned (hereafter called the Bidder), a dba: JJ Global Services(Corporation, Partnership or Individual) organized and/or licensed to do business under the laws of the Government of Guam hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the performance of the

TUMON LANDSCAPE MAINTENANCE

all in accordance with the Bid Documents for the prices stated in the itemized Bid Schedule forms attached hereto, plus any and all sums to be added and/or deducted resulting from all extra and/or omitted work in accordance with the unit and/or lump sum prices stated in the itemized Bid Schedule forms attached hereto.

The undersigned has visited and inspected the location of the proposed work, and reviewed the Bid Documents and is familiar with and knowledgeable of the local conditions at the place where the work is to be performed.

The individual **Bid Bond** attached, with our endorsement, in the sum of not less than fifteen percent (15%) of the amount of each Proposal, *is furnished to GVB as a guarantee that the Agreement will be executed* and a Performance Bond shall be furnished within fifteen (15) days after award of the Contract to the undersigned. In the event that this Proposal is accepted, and the undersigned bidder shall fail to execute the contract and furnish a satisfactory Performance Bond under the conditions and within the time specified in this Proposal, the Bid Bond shall be forfeited, as liquidated damages for the delay and additional work and costs caused thereby in obtaining another bidder, said amount being beforehand determined as being reasonable and containing no penalties.

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within sixty (60) days after the opening thereof, the undersigned agrees to execute the form of Agreement included as one of the Contract Documents, and to furnish a **Performance Bond** in an amount equal to one hundred percent (100%) of the Contract Amount, within fifteen (15) days after receipt of such notice.

If awarded the Contract, the undersigned agrees to perform the work for the duration of the contract period and any extensions thereto upon commencement of the contract time as defined in the Contract.

The undersigned understands that the GVB reserves the right to reject any or all Bids or to waive any informality or technicality in any Bid in the interest of the GVB. All required affidavits and forms are included in this bid proposal.

RESPECTFULLY SUBMITTED BY:





JJ Global Services

(CONTRACTOR)
Luis E Bustamante *Luis E Bustamante*

(BY)
President/Owner

(TITLE)
215 Rojas Street, Harmon Industrial Park Tamuning, Guam 96913

(BUSINESS ADDRESS)
P.O. Box 217881 G.M.F. Barrigada, Guam 96921



AUTHORIZED CONTACT

NAME	Luis E. Bustamante
TITLE	President / Owner
COMPANY	JJ Global Services
MAILING ADDRESS	P.O. Box 217881 GMF Barrigada 96921
TELEPHONE NUMBER	(671)-632-1179
FACSIMILE NUMBER	(671)-632-3550
EMAIL	luis.bustamante@jjglobal.services



PROJECT REFERENCE LIST

Guam Facilities Foundation, Inc..

aka: Summer Town Estates & Residences
STE Community Center, III Chalan Pipitas
Dededo, Guam 96929
POC: Manuela Cruz

Email: manuela@gffi.net

Contract Date: December 2017 to Present

Scope of work: Grounds Maintenance & Landscaping Services, Sidewalks and Curbs debris removal and trash collection, herbicidal treatment of curbs.

Guam Beachfront Residences

Tumon, Guam
2149 Army Drive Dededo, Guam
POC: Mr. Phillip M. Schrage -Senior Vice President, Group Operations & Leasing
Tel: 649-2470

Email: philshrage@gmail.com

Contract Date: December 2009 to present

Scope of Work: Ground maintenance, landscaping, Pool & Parking Lot Maintenance Services, Front Entrance Landscaping, Parking Lot and Sidewalk policing for debris, trash collection and curb maintenance

Guam International Airport Authority

P.O. Box 8770
Tamuning, Guam 96931
POC: Gerard Bautista & Eric Ada
Tel: 642-4480
Email: gbautista@guamairport.net

Contract Date: 10/01/08 - Present

Scope of Work: Grass cutting & Herbicidal Treatment Services/Landscaping at specific areas within Airport premises and Interior/Exterior plant rental services

Guam Power Authority

P.O. Box 2977
Hagatna, Guam 96932
Bid No.: GPA-004-12 Vegetation (Southern); Bid No.: GPA-005-12 Vegetation (Northern)
Bid No.: GPA-006-12 Vegetation (Central)
POC: Ron Okada
Email: rokada@gpagwa.com

Contract Date: May 1, 2012 – August 20, 2018 - Present

Contract Amount: \$600,000.00

Scope of Work: Vegetation Management Services Contract – Islandwide (South, Central,

Physical Address: 215 Rojas Street, Suite 126 Harmon Industrial Park, Tamuning Guam, 96913

Mailing Address: PO Box 217881, GMF Barrigada Guam 96921

Tel: (671) 632-1179 Fax: (671) 632-3550

Email: jjg@teleguam.net

North), \$600,000/year. Ground Maintenance Services at Main Office (Gloria Nelson) Bldg.

Guam Waterworks Authority

P.O. Box 3010
Hagatna, Guam 96910
POC: Victoria Heacock
Tel: 647-7818

Contract Date: October 2016 – 2018

Scope of Work: Ground Maintenance and Herbicidal treatment for Reservoirs and Booster Pump Stations

Department of Parks and Recreation

490 Chalan Palasyo
Agana Heights, Guam 96915
POC: Melva Limo
Tel: 475-6290

Contract Date: October 2016 – 2018

Amount: \$89,192

Scope of Work: Ground Maintenance of Various Southern Parks & Recreation

Veolia Water Guam LLC – P.O.12-10-5270

POC: John Soria
Tel: 646-8361-3 Cell: 888-3922
Email: john.soria@veoliawater.com.gu

Contract Date: July 2008 - December 2011

Contract Amount: \$145,000

Scope of Work: Grounds Maintenance for Southern WWTPs and Pump Stations

Guam Community College

P.O. Box 23069 GMF
Barrigada, Guam
POC: Joleen Evangelista, Procurement & Inventory
Email: materialsmanagement@guamcc.edu

Contract Date: July 2016 – August 2018

Amount: \$40,680

Scope of Work: Grounds Maintenance and Herbicidal Treatment Service

VITAL ENERGY, INC.

590 S. Marine Drive, Suite 212 ITC Bldg.
Tamuning, Guam 96931
POC: Lemioleen Neth
Tel: (671)-727-2507

Contract Date: September 2013 - September 2015

Contract Amount: \$68,400

Scope of Work: Vegetation Management & Herbicidal Treatment of 650,000 sq. ft. at Guam Cabras Terminal Tank Farm including, Monthly trimming and herbicidal treatment of vicinity around pipelines to main entrances and outside of perimeter fences.

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Email: jjg@teleguam.net



October 15, 2018

Mr. Jon Nathan Denight
President and CEO
Guam Visitors Bureau
401 Pale San Vitores Road
Tumon, Guam 96913

RE: Invitation For Bid Status Update
Ref: IFB No. 2018-001, Tumon Landscape Maintenance

Dear Mr. Denight:

We are in receipt of your letter dated September 8, 2018, in which was received via email on October 11, 2018. In response, this is to officially confirm JJ Global Services' bid offer remains the same as \$197,258.76 as reflected in the attached corrected Bid Schedule. Additionally, attached are the following:

1. Signed copy of the Cover Letter
2. Signed copy of the Bid Proposal Form
3. Completed Section VIII – Additional Authorized Contact for Contract is Luis Bustamante
And to re-confirm our Business Development Director as an authorized contact, as well.
4. Reference Reference List for clarification

Please note that these clarifications and/or supplemental information are in compliance with the Guam Procurement Rules and Regulations, 2GAR, Division 4, §3109 (m) (4).

To re-iterate our position, it is our sincere hope that we can begin a long-term business relationship with the Guam Visitors Bureau through this project. It is our intent to work diligently alongside with staff and management of the GVB; therefore, should you need any additional information, please do not hesitate to advise us.

Sincerely,

for Rosman Inaw
 Luis Bustamante *power attorney*
 President/Owner *in fact for*
Luis E. Bustamante

Physical Address: 215 Rojas Street, Suite 126 Harmon Industrial Park, Tamuning Guam, 96913
Mailing Address: PO Box 217881, GMF Barrigada Guam 96921
Tel: (671) 632-1179 Fax: (671) 632-3550
Email: jig@teleguam.net



October 15, 2018

Dear Mr. Bustamante,

GVB is in receipt of your letter dated October 15, 2018. Please see below for further clarification relating to GVB IFB 2018-001: Tumon Landscape Maintenance.

-September 28, 2018: A letter asking you to confirm your bid price and submit additional information in order to clarify your bid submission in response to GVB IFB 2018-001: Tumon Landscape Maintenance was sent via email to ashleywelch.jiglobal.services@gmail.com. This email address was included in your bid submission as the official email contract for bid clarifications and negotiations. The letter required a response from you by 5:00PM on October 2, 2018.

Who?

-October 8, 2018: GVB received an inquiry from [✓] regarding the status of GVB IFB 2018-001.

-October 11, 2018: GVB re-sent you the original letter dated September 28, 2018 via email. In that email, a response was requested by 5:00PM on October 12, 2018.

-October 15, 2018: At 1:20PM GVB received your response to the letter seeking additional information related to your bid price and bid submission. In your response you acknowledge receiving our email on October 11, 2018, however, when your response was received the requested response time had lapsed.

Therefore, pursuant to 5 GCA §5201(g) and §5230(a) , we have determined your bid as nonresponsive and nonresponsible. ✓

Senseramente,

JON NATHAN DENIGHT
President & CEO
Chief Procurement Officer

TUMON LANDSCAPE MAINTENANCE AMENDED BID SCHEDULE (REFERENCE ADDENDUM NO. 2 DATED AUGUST 8, 2018)					
NO.	DESCRIPTION/ BID ITEMS	FREQUENCY (QUANTITY)	UNIT	*UNIT COST	*TOTAL COST
1.0	GRASS Cut, Edge & Blow				
1.1	Medians (2,355 Square Yards)	2X Per Month (24X/YR)	24	\$582.542	\$13,981.00
1.2	Road Shoulders (22,100 Square Yards)	2X Per Month (24X/YR)	24	\$1,023.449	\$24,562.78
1.3	Blowing/Sweeping at Roadway, Turning Lanes, Sidewalk, Curb & Gutter	3X Per Week (157X/YR)	157	\$137.723	\$21,622.52 21,622.51
2.0	TRASH COLLECTION				
2.1	Trash (18 Bins)	6X Per Week (313X/YR)	313	\$38.196	\$11,955.50 11,955.35
2.2	Recycling (12 Bins)	6X Per Week (313X/YR)	313	\$38.196	\$11,955.50 11,955.35
3.0	SHRUBS Prune				
3.1	Medians (2,477 Linear Feet)	Every Other Month (6X/YR)	6	\$355.835	\$2,135.01
3.2	Road Shoulders (9,881 Linear Feet)	Every Other Month (6X/YR)	6	\$1,250.67	\$7,504.02
4.0	TREES: PALM Prune and Defruit				
4.1	Medians (112 Palm Trees)	Every 4 Months (3X/YR or As Needed)	3	\$1,073.907	\$3,221.72
4.2	Road Shoulders (344 Palm Trees)	Every 4 Months (3X/YR or As Needed)	3	\$1,907.24	\$5,721.72

5.0		TREES: NON-PALM Prune				
	5.1	Medians (22 Trees)	Biannual (2X/YR or As Needed)	2	\$2,956.50	\$5,913.00
	5.2	Road Shoulders (88 Trees)	Biannual (2X/YR or As Needed)	2	\$2,456.50	\$4,913.00
	5.3	Flame Trees Median and Ypao Ponding Basin (18 Trees)	Every 4 Months (3X/YR or As Needed)	3	\$3,508.67	\$10,526.01
	5.4	Maintain Tangantangan at bend entering Santos Hill from Rt. 1	1X Per Year	1	\$566.52	\$566.52 566.52
	5.5	Maintain Tangantangan above Hilton Mural	2X Per Year	2	\$556.52	\$1,113.04
6.0		**WEEDING (Herbicide & Manual)				
	6.1	Medians (2,027 Square Yards)	1X Per Month (12X/YR)	12	\$89.13	\$1,069.56
	6.2	Road Shoulders (9,881 Linear Feet)	1X Per Month (12X/YR)	12	\$139.13	\$1,669.56
7.0		**FERTILIZER APPLICATION				
	7.1	Medians	4X/YR or As Needed	4	\$139.13	\$556.52
	7.2	Road Shoulders	4X/YR or As Needed	4	\$139.13	\$556.52
8.0		***IRRIGATION SYSTEM	As Required Contingent Sum	N/A	\$10,000.00	\$10,000.00
	8.1	Labor Rate for Repair Technician Note: Labor will be paid on an hourly basis as required.	Supervisor: \$ 26.70 Labor: \$ 22.55	N/A		
	8.2	Equipment Rate Note: Equipment will be paid on an hourly basis as required.	Handheld Equipment: \$ 11.48 Heavy Equipment: \$ 28.12	N/A		

	8.3	Material Cost Note: Materials shall be paid at cost upon submission of official receipt plus 35% mark-up				
				N/A		
9.0		***SOIL ANALYSIS determination of existing topsoil quality at all medians	As Required Contingent Sum	N/A	\$3,000.00	\$3,000.00
10.0		MISCELLANEOUS: repair and/or replacement of landscape items	As Required Contingent Sum	N/A	\$25,000.00	\$25,000.00
11.0		ROTUNDA				
	11.1	Grass Cutting (7,410 Square Yards)	2X Per Month (24X/YR)	24	\$220.041	\$5,281.00 5280.93
	11.2	Weeding (Manual) (1,872 Linear Feet)	1X Per Month (12X/YR)	12	\$69.57	\$834.84
	11.3	Trimming of Shrubs (1,872 Linear Feet)	Every Other Month (6X/YR)	6	\$229.715	\$1,378.29
	11.4	Mulching	Biannual (2X/YR)	2	\$106.55	\$213.10
	11.5	Fertilizer Application	4X Per Year (4X/YR or As Needed)	4	\$78.785	\$315.14
	11.6	Herbicide easement (Mandell Property)	1X Per Month (12X/YR)	12	\$66.252	\$795.02
12.0		YPAO MEDIANS				
	12.1	Grass Cutting (182 Square Yards)	2X Per Month (24X/YR)	24	\$94.247	\$2,261.93
	12.2	Prune Palms (13 Manila Palms)	Every 4 Months (3X/YR or As Needed)	3	\$201.036	\$603.11
	12.3	Prune Trees (2 Plumeria)	Biannual (2X/YR or As Needed)	2	\$278.22	\$556.44
13.0		GVB GROUNDS				

13.1	Grass Cutting	2X Per Month (24X/YR)	24	\$154.182	\$3,700.38 3,700.37
13.2	Prune Shrubs	Every Other Month (6X/YR)	6	\$64.355	\$386.13
13.3	Prune Bougainvillea	Every Month (12X/YR)	12	\$41.683	\$500.20
13.4	Coconuts: Prune & Defruit	Every 4 Months (3X/YR or As Needed)	3	\$1,134.78	\$3,404.34
13.5	Prune Plumeria	Biannual (2X/YR or As Needed)	2	\$141.61	\$283.22
13.6	Blowing/Sweeping; Parking Lots & Sidewalks	2X Per Week (104X/YR)	104	\$88.578	\$9,212.12 9,212.11
Total Bid				\$ \$197,258.76	.00

* Unit & Total Cost in the Bid Schedule shall include ALL contractor mark-ups and GRT.

** Contact Inspector prior to application of fertilizer and/or herbicide

***The Contingent Sums shall be included in the Total Bid Price. No work shall commence and be charged to these Contingent Sums unless authorized in writing by GVB's General Manager or an authorized representative.

***Contractor to fill in hourly labor and equipment rates based on industry standards, including markup. Material shall be paid at cost plus 35% mark-up.

**THIS AMENDED BID SCHEDULE MUST BE
 USED FOR GVB IFB 2018-001 DUE BY
 3:00 P.M. ON AUGUST 20, 2018.**

§ 5201. Definitions.

(g) Responsive Bidder means a person who has submitted a bid which conforms in all material respects to the Invitation for Bids.

§ 5230. Responsibility of Bidders and Offerors.

(a) Determination of Nonresponsibility. A written determination of nonresponsibility of a bidder or offeror shall be made in accordance with regulations promulgated by the Policy Office. The unreasonable failure of a bidder or offeror to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of nonresponsibility with respect to such bidder or offeror.



GVB IFB No. 2018-001

Tumon Landscape Maintenance

I - TECHNICAL

August 20, 2018; 3pm

Submitted by:

Landscape Management Systems, Inc.

194 Old San Vitores Rd.

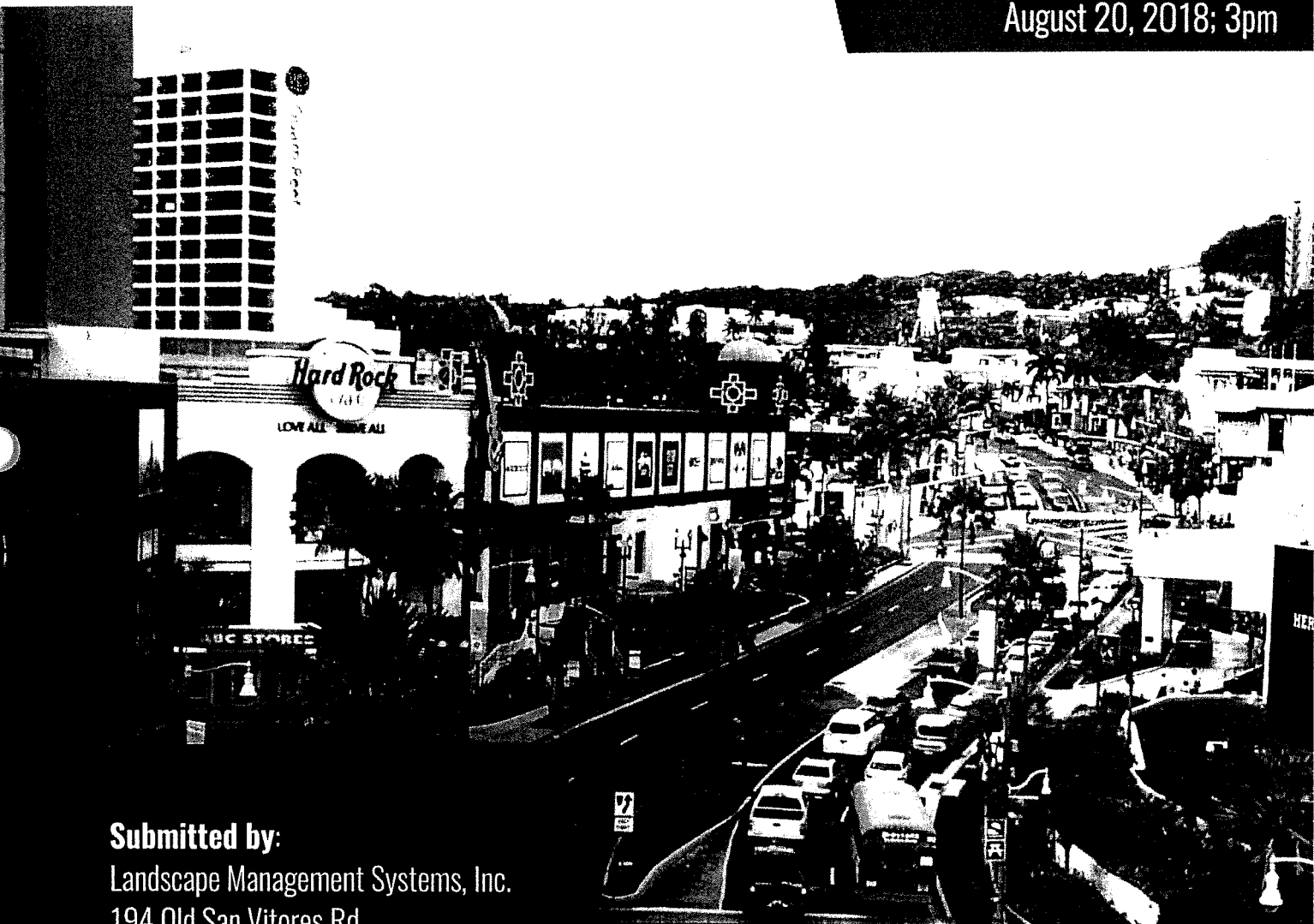
Tumon, GU 96913 USA

Phone: 671-647-2617

Fax: 671-647-2618

Email: lms@guam.net

www.lmsgu.com



Cover Letter & Proposal Authorized
Contact Form

2 Technical Approach

3 Certified Arborist

4 Invitation for Bid & Addendums

5 Bid Bond & Bid Form

6 Contractor's License

7 Affidavits

8 Equipment Data

9 Staff Organizational Chart

10 Project Reference List



August 20, 2018

Mr. Jon Nathan Denight
President/CEO
Guam Visitors Bureau
401 Pale San Vitores Road
Tumon, Guam 96913

REF: **Tumon Landscape Maintenance GVB IFB 2018-001**

Hafa Adai Mr. Denight,

Landscape Management Systems, Inc. (LMS) is herewith presenting the Guam Visitors Bureau (GVB) with this proposal for the Tumon Landscape Maintenance Project.

The following proposal shall include the provisions of all necessary labor, materials, equipment, tools, and appurtenances to provide complete maintenance of landscape areas in Tumon, Guam. Maintenance shall cover San Vitores Road from Bishop Flores to Hotel Nikko, including JFK Road (RT 14A), Australian Cable Road (Santos Hill), Bishop Flores Rotunda grounds, GVB office grounds and the first median at Governor Joseph Flores Park entrance.

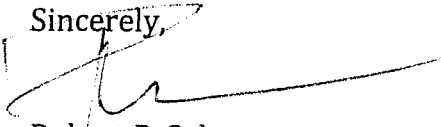
Since 2001, LMS partnered with GVB for various projects and successfully performed all specifications of its contracts over the past several years. For this solicitation, LMS proposed to maintain all planting areas including road shoulders and median. LMS has the full capability to conduct grounds maintenance services to the property's landscape, automatic sprinkler systems, and interior plant rental needs as well as tree trimming and disposal of green waste together with our ISA certified Arborist, Mr. Roland Quitigua.

We provide grounds maintenance and tree trimming services for the Command Joint Region Marianas Naval Base Guam and NSA Andersen Air Force Base. Additionally, for over a decade, LMS has been contracted by P.H.R. Ken Micronesia, Inc. Hotels including: Hilton Guam Resort & Spa, and the Hyatt Regency Guam Resort.

LMS has the requisite experience and resources to accomplish the goals of the Tumon Landscape Maintenance Project. We are confident that LMS can undertake all the responsibility to maintain the beautifully landscape areas in the most professional manners so as to ensure that every visitor on Guam will truly experience the beauty of our island and our Hafa Adai spirit.

Should you have any questions or concerns, please do not hesitate to contact us.

Sincerely,



Robert P. Salas
President

SECTION IV PROPOSAL

Date: 08/18/2018

Gentlemen:

The undersigned (hereafter called the Bidder), a Corporation (Corporation, Partnership or Individual) organized and/or licensed to do business under the laws of the Government of Guam hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the performance of the

TUMON LANDSCAPE MAINTENANCE

all in accordance with the Bid Documents for the prices stated in the itemized Bid Schedule forms attached hereto, plus any and all sums to be added and/or deducted resulting from all extra and/or omitted work in accordance with the unit and/or lump sum prices stated in the itemized Bid Schedule forms attached hereto.

The undersigned has visited and inspected the location of the proposed work, and reviewed the Bid Documents and is familiar with and knowledgeable of the local conditions at the place where the work is to be performed.

The individual **Bid Bond** attached, with our endorsement, in the sum of not less than fifteen percent (15%) of the amount of each Proposal, *is furnished to GVB as a guarantee that the Agreement will be executed* and a Performance Bond shall be furnished within fifteen (15) days after award of the Contract to the undersigned. In the event that this Proposal is accepted, and the undersigned bidder shall fail to execute the contract and furnish a satisfactory Performance Bond under the conditions and within the time specified in this Proposal, the Bid Bond shall be forfeited, as liquidated damages for the delay and additional work and costs caused thereby in obtaining another bidder, said amount being beforehand determined as being reasonable and containing no penalties.

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within sixty (60) days after the opening thereof, the undersigned agrees to execute the form of Agreement included as one of the Contract Documents, and to furnish a **Performance Bond** *in an amount equal to one hundred percent (100%) of the Contract Amount*, within fifteen (15) days after receipt of such notice.

If awarded the Contract, the undersigned agrees to perform the work for the duration of the contract period and any extensions thereto upon commencement of the contract time as defined in the Contract.

The undersigned understands that the GVB reserves the right to reject any or all Bids or to waive any informality or technicality in any Bid in the interest of the GVB. All required affidavits and forms are included in this bid proposal.

RESPECTFULLY SUBMITTED BY:



Landscape Management Systems, Inc.
(CONTRACTOR)
Robert Salas
(BY)
Director
(TITLE)
194 Old San Vitores Rd., Tumon, Guam 96913
(BUSINESS ADDRESS)



SECTION VIII AUTHORIZED CONTACT

AUTHORIZED CONTACT FOR CONTRACT

IFB NUMBER: GVB IFB 2018-001

NAME	Robert P. Salas
TITLE	Director
COMPANY	Landscape Management Systems, Inc.
MAILING ADDRESS	194 Old San Vitores Rd., Tumon, Guam 96913
TELEPHONE NUMBER	671-647-2617
FACSIMILE NUMBER	671-647-2618
EMAIL	lms@guam.net



GVB IFB No. 2018-001

Technical Information

Guam Visitors Bureau

Tumon Landscape Maintenance

Due date: August 20th 2018 at 1500

Submitted to:

President and CEO

Attn: Mr. Jon Nathan Denight

Guam Visitors Bureau

401 San Vitores Road

Tumon, Guam 96913

Submitted by:

Landscape Management Systems, Inc.

194 Old San Vitores Rd.

Tumon, GU 96913 USA

Phone: 671-647-2617

Fax: 671-647-2618

Email: lms@guam.net

LMS is in agreement with all stated terms and conditions as specified in the solicitation document.

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in all sheets.



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1. INTRODUCTION

Landscape Management Systems, Inc. (LMS), established in 1994, a highly recognized and accomplished local business, is pleased to offer this proposal to the Guam Visitors Bureau (GVB) for the Tumon Landscape Maintenance (TLM) project. Since 1999, LMS remains an active member of the Guam Chamber of Commerce. LMS is also registered as a HUBZone with the Small Business Association (SBA) and takes pride in serving the needs of its clients in the public, private, and residential sectors.

The Company's primary service is Landscape Maintenance. With this, LMS successfully performed several projects for a wide range of clientele, which include, but not limited to the following landscape maintenance services for:

- Naval Facilities Engineering Command Marianas (NAVFAC);
- Guam Visitors Bureau (GVB);
- P.H.R. Ken Micronesia, Inc. ("Ken Corp"); and
- Several other commercial and residential customers.

LMS is the recipient of several prestigious awards, which were received during the 2017 Guam Contractors Association (GCA) Contractor of the Year Annual Event. Under the category of Excellence in Construction for Landscape Design and Construction Services, awards include but not limited to the following:

- Guam Visitors Bureau Christmas Village (2017 Eagle Award)
- David's Residential (2017 Eagle Award)
- Guam Legislature (2017 Eagle Award, 3rd place overall)
- Naval Hospital (2016)
- Chief Kepuha (2016).

The highlight of the event culminated with LMS being honored with the utmost recognition as the **2017 GCA Contractor of the Year** for the Company's overall achievement in safety, workforce development, environment and community service.

LMS provides landscape installation, maintenance, and renovation services as well as serves as a real estate and business consulting firm. The strong commitment to the highest ethical standards and business practices is what sets LMS apart. This, continues to represent the core of its business. The Company demonstrates a commitment to service, excellence, innovation, and integrity in its interactions with clients, suppliers, competitors, and the community. In this regard, LMS undertakes each project with a focus on delivering the highest quality services and products possible.

Furthermore, LMS possesses the ability to perform the requirements of this project promptly and within the specified time without delay or interference as the Company is equipped with the necessary labor and equipment. Over the years, LMS developed the right relationships to gain access to additional resources as necessary to mobilize accordingly. Furthermore, LMS holds a successful track record of responding to natural disasters in efforts to help and assist in the recovery of our Island.

"LMS... made a noteworthy contribution to the growth of small business on Guam by increasing trade and investment ties between Guam and other key foreign markets. Landscape Management Systems is very deserving of this award."

Guam Chamber of Commerce, 2013



2. TECHNICAL APPROACH

To ensure that all requirements are met and completed in a timely manner as well as to build and create successful working partnerships with its customers throughout the term of this contract, LMS developed a technical approach. This approach demonstrates the Company's understanding of the Scope of Work (SOW), its objectives and the ability to accomplish it.

Every aspect of the technical approach focuses on providing GVB with the most efficient and effective opportunity to save time and money while receiving high quality service and performance. The Company's strategy is to use a lean approach as well as the utilization of innovative tools and equipment, which are proven successful on multiple grounds maintenance and landscaping projects held by the Company.

2.1. General

LMS ensures to equip all necessary labor, tools, equipment, and appurtenances to administer thorough maintenance of landscape areas within Tumon, Guam, inclusive of San Vitores Road from Bishop Flores Rotunda to Hotel Nikko, JFK road (Route 14A), Australian Cable Road (Santos Hill), Bishop Flores Rotunda grounds, GVB office grounds and the first median at Governor Joseph Flores Park entrance.

LMS will provide daily and periodic maintenance amidst public rights of way to incorporate, but not limited to:

- The maintenance of grass areas, inclusive of road shoulders and medians;
- The maintenance, improvement and the recurrent inspections of landscaping and the irrigation system;
- Provisions of all necessary labor, equipment, acts and items needed to properly carry out the requirements needed to complete the project;
- Replacements and repairs to landscape areas that are deemed minor. Should any major items need attention, this is to be brought to the attention of the Contracting Officer or an authorized representative.

2.2. Work Requirements

2.2.1. Checklists

As an attachment to this Specification, LMS will thoroughly review and complete all pertinent items on The Weekly Checklist. Prior to the end of the month, LMS will further review and complete The Monthly Checklist for the ongoing month. Lastly, LMS will submit all necessary checklists to GVB or an authorized representative for their final review and approval.

2.2.2. Care of Planted Areas

2.2.2.1. Trees

With respect to Tree Trimming and Pruning, safety and knowledge is crucial to ensure that quality work is performed safely and effectively. LMS employs several tree trimmers who all have been personally trained by Master Arborists and completed the 24-Hour Fall Protection Competent Person Training Program. Mr. Roland Quitugua will serve as LMS' ISA Certified Arborist to oversee the performance required for this project.

LMS ensures the maintenance and inspection of trees in order to keep them healthy, free of disorder and infestation of pests. LMS will extract non-structural branches below 7', crossing branches, and suckers from lower tree trunks that could affect the public's safety. Daily minor pruning of trees is to only extract dead, broken, dangerous, or crossing branches with the supervision of a certified or equivalent Arborist. Tree pruning will be done at a maximum of two (2)-times per year for non-palm trees and three (3)-times per year for palm trees. The appropriate integrated Pest Management (IPM) will be utilized to treat trees with signs of stress, pest, and disease immediately, that is most suitable to the plant.



LMS will provide Guam Environmental Protection Agency (GEPA) certified pesticide applicators to apply chemicals before 7:00 A.M., providing pedestrian blockade and appropriate signage for pedestrians to take caution. In conformity to Guam Code Annotated (GCA 16-62), LMS will obtain a permit prior to conducting any tree pruning. All care, maintenance, pruning, fertilization, etc. of trees is in conformity with American National Standard Institute (ANSI) A300 (Parts 1, 2, and 3) and ANSIZ133.1-200 Standard Practices and Safety Requirements - accessible at GVB and Department of Agriculture.

2.2.2.2. Shrubs

LMS ensures to prune and maintain the health of a shrub to form a dense, continuous hedge, branching fully to the ground, and remove those that extend beyond the curbs or sidewalks; taking note that prior to cutting or pruning another shrub, sterilization is necessary. LMS understands that when the Scaveola (Nanaso) shrubs reaches the height of five feet (5'), pruning is necessary for the shrub to stay within a minimum height of three feet (3') to zero inches (0"). If a shrub is found dead, LMS will replace the shrub with an identical species with the approval of the Contracting Officer. All care, maintenance, pruning, fertilization, etc. of trees will be in conformity with American National Standard Institute (ANSI) A300 (Parts 1, 2, and 3) and ANSIZ133.1-200 Standard Practices and Safety Requirements.

2.2.2.3. Fertilizer

LMS ensures to provide an experienced horticulturalist, who will prepare soil test and recommendation prior to the application of all fertilizer formulations, such as foliar, granular, or organic. The application of fertilizer will be based on the recommendation, providing soils with the appropriate nutrient and soil chemistry as they become apparent.

2.2.2.4. Weeding

LMS will kill and remove weeds that are larger than two inches (2") high or wide from planters. To kill the weeds, LMS will utilize herbicides that are compatible and acceptable. LMS will remove emerging weeds that grow into paver block areas, planted areas, sidewalks, curbs, gutters or pavements and neatly trim the edges of paver block walks and adjacent areas. With the approval of GVB, LMS is able to provide the option of pre- and post-emergent herbicide usage.

2.2.2.5. Mulch and/or Rock Layer

LMS ensures that additional mulch will be added to shrub planters and decompose mulch as needed. Should organic mulch be used, a layer of no less than two inches (2") and no more than four inches (4") in depth. Rocks will be uniform in color, appearance, and in size.

2.2.2.6. Grass Areas

LMS will mow or trim grass to the height of one-inch (1") when the height reaches three inches (3") with the omission of centipede grass, which will be cut no less than two-inches (2"); on a twice a month basis. LMS will remove and dispose of site grass clippings, replace dead or severely yellow grass with a similar or a better species of grass with the approval of the Contractor's Officer, at the expense of the Company. LMS will also ensure that bush cutters must be kept away from trees and shrubs; understanding that girdling is not acceptable.

2.2.3. Irrigation

2.2.3.1. Water Application and Scheduling

LMS ensures to conserve and utilize water in an efficient manner, that all watering rules and regulations are followed accordingly, and utilize hand water as needed in order to supplement natural rainfall to keep plants



in a happy and healthy stress-free environment. LMS understands that irrigation must be made by the use of a permanent irrigation system and that any failure of it shall not relieve the Company of its responsibility. LMS will maintain and upkeep the condition of the irrigation system as well as be responsible for its maintenance and complete operation with the exceptions noted in the specifications provided by GVB.

2.2.3.2. Irrigation System Scheduled Maintenance

LMS ensures that the irrigation systems are well maintained and inspected on a weekly basis. Should any damages arise, the Company will make sure that these are reported to an authorized representative. In the occurrence of run-off water, LMS ensures that spillage will not occur onto restricted areas and shall immediately shut down should this occur.

2.2.3.3. Irrigation System Repair

Should any damages occur, with the exception of excluded damages, LMS is held responsible for such damages and shall report them immediately to an authorized representative. LMS ensures that weekly checks are completed in a timely manner as well as carefully observe any signs of plant wilting, which may indicate a malfunctioned irrigation system.

2.2.4. Trash and Recycling Collection

LMS ensures that all trash and recyclables are properly separated, removed and disposed from all designated areas as indicated in the specifications in a timely and efficient manner. On a monthly basis, LMS will provide GVB with a data report of collected recyclable materials – data will include, but not limited to volume/weight, recipients of recyclables, dates, etc.

2.2.5. Cleanup and Litter Removal

With respect to sweeping and blowing, LMS recommends that the Contractor minimize the impact on foot traffic and utilize street sweepers to move quickly and efficiently clean up debris and waste after cutting. Utilizing a mechanical street sweeper will minimize potential damage to oncoming vehicles and lessen the amount of time that the crew will be exposed to the hazards of traffic. LMS is equipped with an Osprey Street Sweeper in its fleet of equipment. This efficient Osprey is a versatile option in the NiteHawk family. It provides the capability to sweep and clean the Tumon area in approximately three (3) hours.

2.2.6. Chemicals and Pesticides

Due to the sensitive nature of pesticide and herbicide chemicals and the heavy traffic associated with Tumon, CORE Certified Applicators will apply all pesticide and herbicide to ensure that the work is conducted in a safe and effective manner. LMS has a total of twenty-six (26) CORE Certified Applicators and will have one (1) CORE Certified Applicator specifically dedicated to this project. The Company's CORE Certified Applicators passed the "Guam Environmental Protective Agency CORE Training" with twenty-six (26) qualified employees and the "Certification for Applicator of Restricted Pesticides" Training with four (4) qualified employees.

2.2.7. Disposal

LMS will provide a certified and valid Solid Waste Permit as issued by the Guam Environment Protection Agency (GEPA) prior to the disposal of any solid wastes. Such waste shall be disposed at an approved GEPA disposal area.



2.2.8. Project Schedule

If awarded the project, LMS shall commence the project on October 1, 2018 and cease on September 30, 2019. LMS understands that the project may be extended and awarded for an additional two years. LMS reassures that the Landscape Maintenance Schedule as stipulated in the requirements will be followed accordingly.

2.3. Postponed Work Schedule Make-Up

LMS will commence work from the date of Notice to Proceed and continue thereafter in accordance with the service schedule as set forth thereafter. If inclement weather or any other unavoidable condition prevents LMS to perform scheduled work, we shall notify the Contracting Officer and obtain approval for a scheduled makeup work. LMS will propose another date to perform the corresponding number of workday(s).

2.4. MISCELLANEOUS PROVISIONS

LMS will provide a minimum of four (4) employees and a certified ISA Certified Arborist, who will be on-site during any tree trimming activity on the medians and shoulders. LMS ensures that the Quality Control Project Manager will supervise safety and conduct post project site inspections with GVB, periodically.

2.4.1. Communications and Reports

LMS ensures that there will be constant communication with GVB, providing the name and contact number of LMS' representative. With the maturity of the landscape, LMS understands that certain maintenance procedures will be eliminated or added. LMS will submit signed and dated checklists, as well as results or reports of testing within two (2) weeks of receipt of such results. Two (2) weeks prior to the awarding of contract, LMS will submit a detailed maintenance schedule that will outline the tasks and manpower at the site to GVB.

2.4.2. Illegal Dumping

Upon discovery, LMS will not eliminate any illegal dumping sites—GVB will be notified immediately to document and report accordingly to the proper authorities.

2.4.3. Public Release of Information

LMS ensures that information or photographs will not be released to the public that concerns any relation to the service or materials of this contract, without GVB's written approval. LMS will also insert the substance of this paragraph into each subcontract and the purchase orders

3. COMMITMENT TO SAFETY

Safety is more than a manual—it is how LMS operates. Although the achievement of an exceptional safety record is a valuable goal, the Company heavily stresses the benefits of an outstanding Safety Program and continuously strives for improvement. No task is so important or urgent that the Company cannot take the time to perform tasks in a safe manner.

The Company's commitment to safety is driven by Upper Management, who ensure that safety policies and procedures are properly managed and implemented by LMS personnel and its subcontractors. The Company takes pride in its ability to create a safe working environment for its employees, subcontractors, and clients. The Company's approach to safety is guided by an established Safety and Health Policy, based on compliance with regulatory requirements and conformance with industry standards and best practices. It is the Company's belief that safety should be managed by the following principles:

- Health and safety are among the most important considerations in any undertaking
- All injuries, illnesses, accidents, and incidents are preventable



- Working safely is a condition of employment
- No employee is required to work at-risk or around unsafe conditions
- Protection of property, equipment, supplies, and materials are to always be used at the site of work

Orderly and expeditions work performance is key to avoid interruptions and delays that can be caused by lack of attention to safety controls.

3.1. Work Safety Plan

With the TLM project, certified competent safety officers will be onsite at all times. Tumon is a high visibility area with significant foot traffic. We have approximately thirty-three (33) Competent Safety Officers that have passed the 40-Hour Contract Safety Training for Contractors (EM385-1-1). In addition, we have twenty-three (23) Quality Control inspectors that have passed US Army Corps of Engineer 40-Hour Construction Quality Management for Contractors.

In support of the Company's principles, every reasonable effort is made to promote a safe environment through planning, sound design, safe work practices, personnel training, and compliance with applicable regulations and industry standards. LMS has an SSHO with approximately fifteen (15) years of experience in safety. LMS ensures that the Company stays in compliance with all safety and accident prevention requirements.

The key elements of the Company's Safety and Health Policy are:

1. **Working Environment:** Employees are provided a safe working environment. Every effort is made in the elimination or control of accidents, fire, health and occupational hazards associated with the Company's activities and to maintain the health of employees by preventing injury and exposure to illness. To accomplish this, the Company provides its employees with all reasonable safeguards, safe working equipment, necessary personal protection, and first-aid and medical services.
2. **Management:** Management is responsible for implementing this safety policy throughout all levels and areas of the Company's operations and is responsible to provide a safe working environment.
3. **Supervisory:** Supervisory personnel at all levels are held accountable for the safety of the Company's employees working under their supervision and are expected to conduct operations in a safe manner at all times. Supervisors conduct daily toolbox briefs and record such briefs on a daily production report submitted to management.
4. **Employees:** Employees are expected to follow safe procedures and take an active part in the tasks of protecting themselves, their fellow co-workers and their respective work activities. Available safety equipment must always be properly used and maintained. Rules of conduct and rules of safety shall be observed. Violations may be cause for discharge.
5. **Safety Performance:** Safety Performance is an important part of the evaluation of a supervisor's overall performance and is a major consideration in the promotion and advancement of personnel within the Company. Real-time communication shall be conducted in terms of daily safety performance and shall be supported with pictures and documentation, which are provided to the Company's SSHO daily.
6. **Education and Training:** The training of workers in the Safety Program and in the administration of safety activities is a requirement for all supervisors. They are required to provide leadership and direction in this area. Each crew will have at least one certified competent Safety Officer present at all times and audits to be conducted by our SSHO.
7. **Safety Awards and Incentives:** Certain safety awards and incentives are given from time to time on a discretionary basis as determined by the Company to assist employees in the awareness of the Company's Safety Program. employees are rewarded at all levels for stellar safety performance with zero incidents through recognition and prizes.

The Company takes all injuries and/or incidents very seriously. All injuries and/or incidents, no matter how slight or small, must be reported to an LMS Supervisor. In the event an injury or incident occurs on this project,



LMS will notify the Manager on Duty and ensure that all required notification documents are completed and submitted in a timely manner. The Company's Site & Safety Health Officer (SSHO) will investigate all incidents and ensure that reporting is completed on a timely basis. LMS will also make any recommended changes or improvements to prevent repetition of accidents.

3.2. Safety Awards

LMS is a proud and long-time recipient of the merit-based National Safety Training Evaluation Process (STEP) award. LMS gradually increased its safety standards and has been recognized by the Associated Builders and Contractors, Inc. (ABC) in the form of numerous awards. Specifically, LMS received awards in the following categories: Platinum in 2016, Diamond in 2017, and Platinum in 2017. The STEP program provides an organized approach to analyzing and further developing a company's Safety and Loss Prevention Program. The Company's commitment to safety was recognized in 2015, when LMS was named the winner of the National Safety Excellence Award from ABC. The ABC National Safety Excellence Awards recognizes companies who exhibit a continued commitment to jobsite safety and whose safety performance and programs are judged to be exemplary by the ABC National Environment, Health & Safety (EH&S) Committee.

The National Safety Awards Program honors the highest level of achievement in safety performance in ABCs STEP program. These awards are presented to companies that possess exceptional safety records and recognize safety as a core value as evidenced by leadership commitment, safety culture, and rigorous employee training program. LMS was placed in an elite class of only 20 National Safety Excellence Award winners in the country. LMS won this award for its man-hour category of 100,000 - 250,000 annual man-hours worked and had competition of over 1,200 eligible companies nationwide that had achieved Diamond, Platinum and Gold status in ABC's STEP program. LMS followed up their work in 2016 when the company received two (2) awards from the National Association of Landscape Professionals: 1) No Days Away from Work and No Injuries or Illness and 2) Overall Safety Achievement Award Gold Performance Level.

4. QUALITY CONTROL

LMS is committed to quality. The Company's objective is to always safely deliver completed projects at a 100% meeting all contract and customer expectations the first time, every time. LMS conducts its work with dignity and respect for the customer, subcontracted partners, and for the Company, itself. The Company's commitment to quality means:

- Every LMS employee is responsible for fully implementing and complying with all provisions of the LMS Quality Manual.
- Quality standards meet or exceed all applicable regulations, codes, industry standards, and manufacturer specifications as well as with our customers' contract and individual requirements.
- LMS stands behind its work. The Company inspects every phase of work so that projects are built right. Should problems arise, the Company ensures that they are corrected.
- LMS is always improving. Every LMS employee receive regular training to make systematic improvements to remove quality risks and enhance quality performance.

The Company maintains a documented quality system consisting of its Quality Manual, Standard Operating Procedures (SOP) and Site-Specific Quality Control Plans. The Company tightly control exceptions of the quality system so Company standards are applied uniformly to every project and systematically maintain quality system documents and records. The Quality Manual documents how LMS institutes its quality management process as a company. The SOP document work steps and forms for recording operation of the quality system. The Specific Project Quality Control Plan provides details of how LMS will apply our quality system to meet the unique requirements of each specific project. LMS fully integrates our quality management system into the organizational structure and performance management systems of our clients for each project.

Roland J. Quitugua

265-B Chalan La Chanch Yigo Guam 96929 Tel: 671-777-2519
rkarabao@mac.com

Arborist Profile

ISA Certified Arborist: WE-7211A

Biosketch: Roland is a natural resource professional with emphasis in biosecurity and arboriculture. He is a practicing certified arborist and tree worker since 2004. Roland has been a consulting arborist for the Guam Power Authority since 2007 and has been an approved arborist by Naval Facilities Guam on a number of projects conducting tree assessments and making replacement recommendations to include: Live Fire Training Range Complex, Cycad Assessment (Black Construction) North Ramp II, Old Apra, Apra 2 housing project (Coretech International), Navy grounds maintenance contract (Landscape Management Systems). Roland consults on the Guam Tumon Bay Landscaping project conducting San Vitores Tree Hazard Assessment and serves as a technical advisor to the Guam Department of Agriculture Division of Forestry, Urban and Stewardship programs. Roland is the technical advisor on pruning and tree care to the University of Guam Extension and Outreach conducting tree care, pruning and felling workshops and is currently serving as the UOG Landscape Committee Chairman. Quitugua also leads the Guam Coconut Rhinoceros Beetle (CRB) program and serves as a CRB subject matter expert (SME) for USDA APHIS, and advises on the Little Fire Ant and Greater Banded Hornet control. Roland is also working with other stakeholders to create a Guam vegetation ordinance and green waste management strategy.

Education:

- **M.S. Plant Pathology**, University of Hawaii, College of Tropical Agriculture and Human Resources (CTAHR), 1996.
- **B.S. Agriculture/Crop Production**, University of Guam, College of Agriculture and Life Sciences (CALS) 1991

Professional Experience:

- Natural Resource Consultant: Technical advisor- Guam Plant Extinction Prevention (GPEP) Program • Invasive pest species specialist • Guam Invasive Species Council bill (PL. 31-43) • Permaculturist – UOG Center for Island Sustainability • Native and endemic plant consultant • Rehabilitation and soil reclamation of the Ugam and Fouha watersheds • Arborist and tree worker training • Arborist and tree worker services • Consulting arborist for Guam Power Authority • Urban forestry consultant to Dept of Ag. and other Gov. Guam agencies • Island beautification and native tree plantings
- Extension Biosecurity and Conservation Agent, University of Guam (UOG) College of Natural and Applied Sciences (CNAS)
- Extension Biosecurity Advisor • Direct, coordinate and manage invasive species and conservation programs • Co-Director for UOG Regional Biosecurity Plan (RBP) for Micronesia and Hawaii • Secure Local invasive species funding • Manage USDA APHIS grants

- September 2007 – Present: Guam Coconut Rhinoceros Beetle Eradication Program Operations/Logistics Chief University of Guam: Direct and manage sanitation, scouting, pesticide trials, trap development and trapping checking crews working on the Coconut Rhinoceros Beetle (CRB) eradication under the joint Incident Command System (ICS) • Coordinate and plan multiple CRB project funding sources • Conduct public outreach and education, keep local stakeholders and media informed • Coordinate local and federal agencies and departments • Oversee fumigation and mulching operations

Arborist Experience: (5,772 hrs)

- 2017 -2018 Cycad tree assessment AAFB Live Firing Range (40 hrs)
- 2015 Transplanted mature cycad trees, monitored and maintained for 6 months on AAFB. (30 hrs)
- 2012-2015 Maintain cycad specimen plants, transplanting, and thinning of cycad planting (40 hrs)
- 2007 – 2013 – Consulting arborist for Guam Power Authority (300 hrs)
- 2004 - 2012 Consulting arborist and tree worker training field crews on proper tree trimming and safe tree felling to landscape companies, hotels mayoral offices, Department of Agriculture and University of Guam staff (4,800 hrs)
- 2003-2007 Collected cycads from private property. Maintained and transplanted the collection for ornamental out plantings. (40 hrs)
- 2011- Hagatna Bridge Project - Salvage and relocation of tall fan palm, foxtail and royal palm trees into the traffic median fronting the Chamorro Village and adjacent areas (120 hrs)
- 2010 – Old Apra and Apra 2 tree hazard assessment and proper transplanting of new palm trees (56 hrs)
- 2007-2009 Consulting landscape arborist to include evaluation, monitoring and care for *C. micronesica* and *C. revolute*. (16 hrs)
- 2004 – 2009 Consulting arborist to hotels and landscapers conducting tree hazard assessments (300 hrs)
- 2004 – Develop IPM strategy for controlling ACS (20 hrs)
- 2003 - Surveyed Guam cycads to determine state of Asian Cycad Scale (ACS). (10 hrs)

PROFESSIONAL & PUBLIC SERVICE:

- Chairman University of Guam Landscape Committee
- Advisor - Guam Urban Forestry Council, Guam Department of Agriculture
- Advisor - Guam Forest Land Enhancement Program Council, Guam Department of Agriculture
- Micronesia Regional Invasive Species Council (RISC)
- Northern Guam Soil and Water Conservation District

- National Association of Conservation Districts (NACD) Pacific Region Guam Representative

PESTICIDE CERTIFICATION:

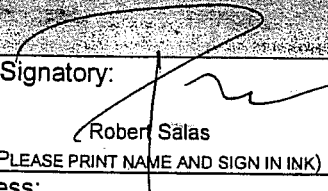
- Guam Environmental Protection Agency (GEPA) Commercial Pesticide Certification
– Category 3 Ornamental and Turf

REFERENCE:

- Joseph Mafnas, Territorial Forester, Guam Forestry and Soil Resources Guam
Department of Agriculture Department of Agriculture 163 Dairy Road Mangilao,
Guam 96913
Email: j9400nas112@hotmail.com Phone: (671) 735-3949/51
- Aubrey Moore, Extension Entomologist, University of Guam Cooperative
Extension, 303 University Drive Agriculture and Life Sciences Building
Mangilao, Guam 96923
Email: aubreymoore@guam.net, Phone: (671) 735-2086
- Dr. George Wall, UOG Plant Pathologist (retired)
POB 5204 UOG Station, Mangilao Guam 96922
Email: g_clayton@hotmail.com, Phone (671) 653-2519

8.8.18



GUAM VISITORS BUREAU INVITATION FOR BID	
IFB Number: GVB IFB NO. 2018-001	IFB Title: TUMON LANDSCAPE MAINTENANCE
IFB Due Date and Time: August 15, 2018; 3:00 p.m. ChST	Number of Pages: 54; inclusive of all required documents
ISSUING AGENCY INFORMATION	
GUAM VISITORS BUREAU	Issue Date: Monday, July 23, 2018
Mr. Jon Nathan Denight President and CEO	401 Pale San Vitores Road Tumon, Guam 96913 Phone: (671) 646-5278 Fax: (671) 646-8861 Website: www.guamvisitorsbureau.com
INSTRUCTIONS TO BIDDERS	
Delivery of Bid <i>By U.S. Mail or Deliver Only to the attention of:</i> Mr. Jon Nathan Denight President and CEO Guam Visitors Bureau 401 Pale San Vitores Road Tumon, Guam 96913	Mark Face of Envelope/Package: TUMON LANDSCAPE MAINTENANCE IFB Number: GVB IFB #2018-001 IFB Due Date: August 15, 2018; 3:00 p.m. ChST Special Instructions: Please process proposal submission in accordance with Sections 4 and 5 of the Notice/Instructions to Bidders.
BIDDERS MUST COMPLETE INFORMATION BELOW AND RETURN THIS COVERSHEET WITH IFB RESPONSE	
Bidder Name/Mailing Address: Landscape Management Systems, Inc. 194 Old San Vitores Rd., Tumon, GU 96913	Authorized Bidder Signatory:  Robert Saldas (PLEASE PRINT NAME AND SIGN IN INK)
Bidder Title: Director	Bidder Email Address: lms@guam.net / boblms@guam.net
Bidder Telephone Number: 671-647-2617	Bidder FAX Number: 671-647-2618



**TUMON LANDSCAPE MAINTENANCE
GVB IFB #2018-001**

**ADDENDUM #1
August 3, 2018**

THIS ADDENDUM SHALL FORM A PART OF THE CONTRACT DOCUMENTS. FAILURE BY ANY BIDDER TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THIS BID SHALL BE GROUNDS FOR DISQUALIFICATION.

GVB official response to questions posed during the mandatory pre-bid conference held on July 26, 2018:

- 1. How often does the Certified Arborist need to be used?**

RESPONSE: The Certified Arborist must be present for all pruning.

- 2. What is the acceptable weed presence in the centipede medians?**

RESPONSE: The medians should be 90% to 95% centipede grass.

- 3. Is a water truck required on the shoulders opposite the Archbishop Flores Rotunda?**

RESPONSE: No.

- 4. Does the person applying pesticide need to be certified?**

RESPONSE: Yes. The pesticide applicator needs to have a pesticide license for both Rights of Way and Ornamental and Turf.

- 5. Can we get a copy of the Power Point Presentation?**

RESPONSE: Yes.

- 6. Is there a chance that GVB will reduce the number of bid schedule items that the contractor would be required to perform?**

RESPONSE: There is language in the contract between GVB and Contractor to provide for modifications due to public welfare or change in law and all contracts are subject to the availability of funding each fiscal year.

GVB official response to questions posed by 5:00 p.m. on July 31, 2018:

- 1. Are there specifications on trash and recycling bin sizes?**

RESPONSE: No.

- 2. Please identify current contractor and total contract amount.**

RESPONSE: Land Management Systems, Inc. (\$240,467.58)

- 3. Should actual amounts exceed the contingent sums stated on Bid Schedule, will the contractor be able to bill the difference?**

RESPONSE: GVB does not expect contingencies to exceed stated amount.

- 4. To allow for more time to ensure analysis to bid package, can**
a. The submission date for questions be extended?
b. Can the submission date for bids be extended?

RESPONSE: To allow for more time to ensure that all bidders have adequate time to submit a complete and comprehensive bid offer, the following changes have been made:

- a. DEADLINE FOR QUESTIONS

From: July 31, 2018 To: August 6, 2018 at 5:00 p.m.

- b. DEADLINE TO SUBMIT BIDS

From: August 15, 2018 To: August 20, 2018 at 3:00 p.m.


JON NATHAN DENIGHT
President & CEO

PLEASE SIGN AND INCLUDE IN THE BID SUBMISSION AS PROOF OF ACCEPTANCE.

SIGNED ACKNOWLEDGEMENT:


Robert Salas

Name

Landscape Management Systems, Inc
Company

08/04/2018

Date



**ADDENDUM NO. 2
TUMON LANDSCAPE MAINTENANCE
GVB IFB #2018-001**

THIS ADDENDUM SHALL FORM A PART OF THE CONTRACT DOCUMENTS. FAILURE BY ANY BIDDER TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THIS BID SHALL BE GROUNDS FOR DISQUALIFICATION.

GVB official response to questions posed by 5:00 p.m. on August 6, 2018:

1. Please clarify the following quantities on
 - a. Bid Schedule No. 11.5 - Fertilizer Application. Based on the frequency of work, which is correct, 4 or 2?
 - b. Bid Schedule No. 12.1 - Grass Cutting for Ypao Medians. Based on the frequency of work, which is correct, 24 or 96?
 - c. Bid Schedule No. 13.1 - Grass Cutting for the GVB Grounds. Based on the frequency of work, which is correct, 24 or 96?

GVB RESPONSE: See Appendix A (Amended Bid Schedule dated August 8, 2018), which should replace IFB pages 51-54. Please ensure that this attached Amended Bid Schedule is what is used for your final bid submission.

2. In the Bid Schedule how exactly do the "As Required Contingent Sum" prices affect the contractor's total bid? Should it be added or left out? Please provide a sample Bid Schedule with the correct process.

GVB RESPONSE: The contingent sum should be included in the total bid.

3. Re the irrigation system:
 - a. May we obtain copies of the as-builts for the existing irrigation system?
 - b. Please identify the irrigation system's make and model number.
 - c. What is the condition of the existing irrigation system?
 - d. Are there areas in the irrigation system that need to be replaced?

GVB RESPONSE: The irrigation system (Item 8.0) is a contingent item, which is paid by GVB and not the contractor.

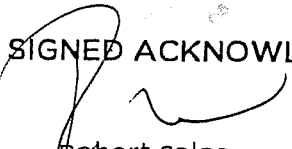
- a. The irrigation as-builts are available for review at the GVB office.
- b. Rainbird™ is the brand for timers and sprinklers. Other materials can be found at a regular hardware store.

- c. The existing irrigation system is in fair condition.
- d. No replacement is needed at this time; however, replacement of irrigation parts is expected as part of the normal wear and tear of the system.


JON NATHAN DENIGHT
President & CEO

PLEASE SIGN AND INCLUDE IN THE BID SUBMISSION AS PROOF OF ACCEPTANCE AND ACKNOWLEDGEMENT THAT THE ATTACHED AMENDED BID SCHEDULE IN THIS ADDENDUM NO. 2 WILL BE COMPLETED AND SUBMITTED WITH THE FULL BID PACKAGE ON AUGUST 20, 2018.

SIGNED ACKNOWLEDGEMENT:


Robert Salas
Name

Landscape Management
systems, inc.
Company

08/08/2018
Date

TUMON LANDSCAPE MAINTENANCE AMENDED BID SCHEDULE (REFERENCE ADDENDUM NO. 2 DATED AUGUST 8, 2018)					
NO.	DESCRIPTION/ BID ITEMS	FREQUENCY (QUANTITY)	UNIT	*UNIT COST	*TOTAL COST
1.0	GRASS Cut, Edge & Blow				
	1.1 Medians (2,355 Square Yards)	2X Per Month (24X/YR)	24		
	1.2 Road Shoulders (22,100 Square Yards)	2X Per Month (24X/YR)	24		
	1.3 Blowing/Sweeping at Roadway, Turning Lanes, Sidewalk, Curb & Gutter	3X Per Week (157X/YR)	157		
2.0	TRASH COLLECTION				
	2.1 Trash (18 Bins)	6X Per Week (313X/YR)	313		
	2.2 Recycling (12 Bins)	6X Per Week (313X/YR)	313		
3.0	SHRUBS Prune				
	3.1 Medians (2,477 Linear Feet)	Every Other Month (6X/YR)	6		
	3.2 Road Shoulders (9,881 Linear Feet)	Every Other Month (6X/YR)	6		
4.0	TREES: PALM Prune and Defruit				
	4.1 Medians (112 Palm Trees)	Every 4 Months (3X/YR or As Needed)	3		
	4.2 Road Shoulders (344 Palm Trees)	Every 4 Months (3X/YR or As Needed)	3		

5.0		TREES: NON-PALM Prune				
	5.1	Medians (22 Trees)	Biannual (2X/YR or As Needed)	2		
	5.2	Road Shoulders (88 Trees)	Biannual (2X/YR or As Needed)	2		
	5.3	Flame Trees Median and Ypao Ponding Basin (18 Trees)	Every 4 Months (3X/YR or As Needed)	3		
	5.4	Maintain Tangantangan at bend entering Santos Hill from Rt. 1	1X Per Year	1		
	5.5	Maintain Tangantangan above Hilton Mural	2X Per Year	2		
6.0		**WEEDING (Herbicide & Manual)				
	6.1	Medians (2,027 Square Yards)	1X Per Month (12X/YR)	12		
	6.2	Road Shoulders (9,881 Linear Feet)	1X Per Month (12X/YR)	12		
7.0		**FERTILIZER APPLICATION				
	7.1	Medians	4X/YR or As Needed	4		
	7.2	Road Shoulders	4X/YR or As Needed	4		
8.0		***IRRIGATION SYSTEM	As Required Contingent Sum	N/A	\$10,000.00	\$10,000.00
	8.1	Labor Rate for Repair Technician Note: Labor will be paid on an hourly basis as required.	Supervisor: \$ _____ Labor: \$ _____	N/A		
	8.2	Equipment Rate Note: Equipment will be paid on an hourly basis as required.	Handheld Equipment: \$ _____ Heavy Equipment: \$ _____	N/A		

	8.3	Material Cost Note: Materials shall be paid at cost upon submission of official receipt plus 35% mark-up		N/A		
9.0		***SOIL ANALYSIS determination of existing topsoil quality at all medians	As Required Contingent Sum	N/A	\$3,000.00	\$3,000.00
10.0		MISCELLANEOUS: repair and/or replacement of landscape items	As Required Contingent Sum	N/A	\$25,000.00	\$25,000.00
11.0		ROTUNDA				
	11.1	Grass Cutting (7,410 Square Yards)	2X Per Month (24X/YR)	24		
	11.2	Weeding (Manual) (1,872 Linear Feet)	1X Per Month (12X/YR)	12		
	11.3	Trimming of Shrubs (1,872 Linear Feet)	Every Other Month (6X/YR)	6		
	11.4	Mulching	Biannual (2X/YR)	2		
	11.5	Fertilizer Application	4X Per Year (4X/YR or As Needed)	4		
	11.6	Herbicide easement (Mandell Property)	1X Per Month (12X/YR)	12		
12.0		YPAO MEDIANS				
	12.1	Grass Cutting (182 Square Yards)	2X Per Month (24X/YR)	24		
	12.2	Prune Palms (13 Manila Palms)	Every 4 Months (3X/YR or As Needed)	3		
	12.3	Prune Trees (2 Plumeria)	Biannual (2X/YR or As Needed)	2		
13.0		GVB GROUNDS				

13.1	Grass Cutting	2X Per Month (24X/YR)	24		
13.2	Prune Shrubs	Every Other Month (6X/YR)	6		
13.3	Prune Bougainvillea	Every Month (12X/YR)	12		
13.4	Coconuts: Prune & Defruit	Every 4 Months (3X/YR or As Needed)	3		
13.5	Prune Plumeria	Biannual (2X/YR or As Needed)	2		
13.6	Blowing/Sweeping; Parking Lots & Sidewalks	2X Per Week (104X/YR)	104		
Total Bid			\$.00	

* Unit & Total Cost in the Bid Schedule shall include ALL contractor mark-ups and GRT.


** Contact Inspector prior to application of fertilizer and/or herbicide

***The Contingent Sums shall be included in the Total Bid Price. No work shall commence and be charged to these Contingent Sums unless authorized in writing by GVB's General Manager or an authorized representative.

***Contractor to fill in hourly labor and equipment rates based on industry standards, including markup. Material shall be paid at cost plus 35% mark-up.

**THIS AMENDED BID SCHEDULE MUST BE
 USED FOR GVB IFB 2018-001 DUE BY
 3:00 P.M. ON AUGUST 20, 2018.**

2174366 7 90-78
1211

 **OFFICIAL BANK CHECK**
First Hawaiian Bank.
P.O. Box 3200 Honolulu, HI 96847-8916

DATE: 08/20/2018

MAITE

AMOUNT

PAY TO THE ORDER OF **FIFTY TWO THOUSAND FIVE HUNDRED DOLLARS AND 00 CENTS**
GUAM VISITORS BUREAU

\$52,500.00

NOTICE TO CUSTOMER

In the event this Official Bank Check is lost, misplaced, or stolen, please call the branch where it was purchased for instructions on submitting a claim.

CUSTOMER RECEIPT
NOT NEGOTIABLE

TUMON LANDSCAPE MAINTENANCE

2174366 7 90-78
1211

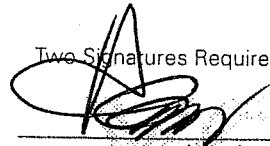
OFFICIAL BANK CHECK

DATE: 08/20/2018

MAITE


\$52,500.00

PAY TO THE ORDER OF *****FIFTY TWO THOUSAND FIVE HUNDRED DOLLARS AND 00 CENTS**
GUAM VISITORS BUREAU

Two Signatures Required for \$100,000 and Over


Authorized Signature

Authorized Signature

 **TUMON LANDSCAPE MAINTENANCE**
First Hawaiian Bank. 1213
P.O. Box 3200 Honolulu, HI 96847-8916
Payable through Bank of the West, Walnut Creek, CA

THIS DOCUMENT PRINTED ON TRUE WATERMARK PAPER - HOLD TO THE LIGHT TO VIEW.

⑈ 21743667⑈ ⑆ 121100782⑆ 184007912⑈ 9450



SECTION VI BID BOND

KNOW all men by these presents, that we

Note: Cashier's check of 15%
of total bid price is provided in
lieu of Bid Bond

Landscape Management Systems, Inc.
(Name of Contractor)
as Principal, and

(Name of Surety)

as surety are held and firmly bound unto the Guam Visitors Bureau, hereinafter called the GVB, in the penal sum of _____ dollars, lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these present.

The condition of this obligation is such, that whereas the principal has submitted the accompanying bid dated _____ 20 18 for the **TUMON LANDSCAPE MAINTENANCE.**

THE BID BOND will remain in effect until such time as GVB awards the contract.

In Witness Thereof, the above-bound parties have executed this instrument under their several seals this _____ day of _____, 20__ the name and corporate seal of each corporate party being hereto affixed and these present duly signed by its undersigned representative, pursuant to authority of its governing body.

The rate of premium on this bond is _____ per thousand.

Total amount of premium charged,

\$ _____
(The above must be filled in by corporate surety)

IN PRESENCE OF:

(SEAL)
(Individual Principal)

(Business Address)

(Address)

(SEAL)
(Individual Principal)

(Business Address)

(Address)



Attest:

(Corporate Principal)

(Business Address)

AFFIX CORPORATE SEAL

By: _____

Attest:

(Corporate Surety)

(Business Address)

AFFIX CORPORATE SEAL

By: _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____
_____ secretary of the corporation named as principal in the within
bond; that _____, who signed the said bond on behalf of the
principal was then _____

_____ of said corporation; that I know his signature, and his signature thereon is genuine; and that said
bond was duly signed, sealed and attested for and in behalf of said corporation by authority of
its governing body.

(CORPORATE SEAL)

SECTION V BID FORM

PROJECT: **TUMON LANDSCAPE MAINTENANCE**

TO: President and CEO
Guam Visitors Bureau
Tumon, Guam

Dear Sir:

The undersigned bidder, having examined all pertinent Contract Documents relating to Invitation for Bid Number 2018-001, proposes to provide all labor, materials, equipment, tools, appliances, transportation, storage and items incidental to completing all work based on the Proposal and Bid Schedule consisting of the combination of lump sum and unit price items for the following sum of:

Performance as per Bid Documents and Bid Schedule for one year (Base Bid):

Two-hundred Thirty-eight Thousand Dollars Only Dollars (\$ 238,000.00).
(TOTAL OF MATERIALS AND LABOR AND ALL OTHER COSTS)

Bidder hereby further agrees to commence work under this Contract on the date specified in the written "Notice to Proceed" by GVB and to fully complete the work designated for performance within the time stipulated in the Contract Documents. Bidder further agrees to pay liquidated damages in accordance with the Liquidated Damages section of the General Provisions.

By submission of this bid, each bidder and each person signing on behalf of any bidder and in the case of a joint bid each party thereto certified as to its own organization, certifies and affirms as true to the best of his knowledge and belief:

- a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any other matter relating to such prices with any other bidder or with any competitor.
- b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder or to any competitor; and no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- c. That if the product of the UNIT PRICE bid by the number of units does not equal the total amount named by a bidder of any item, it will be assumed that the error was made in computing the product of the unit price and the number of units. The named UNIT PRICE alone will be considered as representing the bidder's intention and the total amount bid on such item shall be considered to be the amount arrived at by multiplying the UNIT PRICE by the number of units.
- d. All matters for this project of which there is not a special item in the Bid Schedule, shall



be considered incidental to and included in the Contractor's bid on any items in the Bid Schedule, as the bidder sees fit.

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

Dated: 08/18/2018

Landscape Management Systems, Inc.

BY Robert P. Salas

Address 194 Old San Vitores Rd.,
Tumon, Guam 96913



2019

CONTRACTOR'S LICENSE

EDDIE BAZA CALVO
Governor of Guam

RAY TENORIO
Lt. Governor of Guam

Pursuant to the provisions of Chapter VII Title XI of the Government of Guam and the Rules and Regulations of the Contractors License Board, the Executive Director of Contractors hereby issues this license to:

Landscape Management Systems dba: LMS Guam

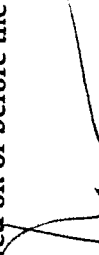
To engage in the business or act in the capacity of a contractor in the following classifications

B,C17,C27,C43,C49 & C68 (Water, Oil & Asbestos Abatement)

This license is the property of the Executive Director of Contractors, not transferable, and shall be returned to the Executive Director upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed on or before the expiration date.



Signature of RME
RME #



Signature of LICENSEE
License # 6549

GRT # 941198

Certificate # C-0618-0908

Issued: July 18, 2018

Expires: June 30, 2019



MARIAN CHRISTIAN
BOARD CHAIRWOMAN



EDUARDO R. ORDONEZ
EXECUTIVE DIRECTOR

2019

CONTRACTOR'S LICENSE

EDDIE BAZA CALVO
Governor of Guam

RAY TENORIO
Lt. Governor of Guam

Pursuant to the provisions of Chapter VII Title XI of the Government of Guam and the Rules and Regulations of the Contractors-License Board, the Executive Director of Contractors hereby issues this license to:

Robert P. Salas

RME For: Landscape Management Systems dba: LMS Guam

To engage in the business or act in the capacity of a contractor in the following classifications

B,C17,C27,C43,C49 & C68 (Water, Oil & Asbestos Abatement)

This license is the property of the Executive Director of Contractors, not transferable, and shall be returned to the Executive Director upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed on or before the expiration date.

Signature of RME
RME # 5005

Signature of LICENSEE
License #

GRT #

Certificate # R-0618-0909

Issued: July 18, 2018

Expires: June 30, 2019



MARIAN CHRISTIAN
BOARD CHAIRWOMAN

EDUARDO R. ORDONEZ
EXECUTIVE DIRECTOR

SECTION VII AFFIDAVITS/FORMS

- 1: Affidavit Disclosing Ownerships and Commissions
- 2: Affidavit re Non-Collusion
- 3: Affidavit re No Gratuities or Kickbacks
- 4: Affidavit re Ethical Standards
- 5: Declaration re Compliance with U.S. DOL Wage Determination
- 6: Affidavit re Contingent Fees
- 7: Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues



AFFIDAVIT re NON-COLLUSION

CITY OF _____)
) ss
ISLAND OF GUAM)

Robert P. Salas [state name of affiant signing below], being first duly sworn,
deposes and says that:

1. The name of the offering company or individual is [state name of company] _____
Landscape Management Systems, Inc.

2. The proposal for the solicitation identified above is genuine and not collusive or a sham. The offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other offeror or person, to put in a sham proposal or to refrain from making an offer. The offeror has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the proposal price of offeror or of any other offeror, or to fix any overhead, profit or cost element of said proposal price, or of any other offeror, or to secure any advantage against the government of Guam or any other offeror, or to secure any advantage against the government of Guam or any person interested in the proposed contract. All statements in this affidavit and in the proposal are true to the best of the knowledge of the undersigned. This statement is made pursuant to 2 GAR Division 4 § 312(b).

3. I make this statement on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Date: 8/18/2018

[Signature]

Signature of one of the following:

- Offeror, if the offeror is an individual;
- Partner, if the offeror is a Partnership;
- Officer, if the bidder is a Corporation.

Subscribed and sworn to before me this 18th day of August, 2018.

[Signature]

Notary Public

VANESSA R. AGUON
NOTARY PUBLIC
In and For Guam, U.S.A.
My Commission Expires: January 11, 2021
275G Farenholt Ave PMB304 Tamuning, GU 96913

(AG Procurement Form 003 (Rev. Jul. 12, 2010))





AFFIDAVIT re NO GRATUITIES or KICKBACKS

CITY OF _____)
ISLAND OF GUAM) ss

Robert P. Salas [state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the offering firm or individual is [state name of offeror's company] _____
Landscape Management Systems, Inc.

2. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have violated, are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107(e).

3. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback gratuity or offer of employment in connection with the offeror's proposal.

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's representative, agents, subcontractors, and employees.

Signature of one of the following:

- Offeror, if the offeror is an individual;
- Partner, if the offeror is a Partnership;
- Officer, if the bidder is a Corporation.

Subscribed and sworn to before me this 18th day of August, 2018.

[Signature]
Notary Public

My Commission Expires January 11, 2021

VANESSA R. AGUON
NOTARY PUBLIC
In and For Guam, U.S.A.
My Commission Expires: January 11, 2021
275G Farenholt Ave PMB304 Tamuning, GU 96913


(AG Procurement Form 004 (Rev. Jul. 12, 2010))

AFFIDAVIT re ETHICAL STANDARDS

CITY OF _____)
) ss
 ISLAND OF GUAM)

Robert P. Salas [state name of affiant signing below], being first duly sworn,
 deposes and says that:

The affiant is the offeror [state one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal. To the best of affiant's knowledge, neither affiant nor any officers, representatives, agents, subcontractors or employees or offeror have knowingly influenced any government of Guam employee to breach any of the ethical standards set forth in 5 GCA Chapter 5, Article 11. Further, affiant promises that neither he or she, nor any officer, representative, agents, subcontractor, or employee of offeror will knowingly influence any government of Guam employee to breach any ethical standards set forth in 5 GCA Chapter 5, Article 11. These statements are made pursuant to 2 GAR Division 4 § 11103(b).



 Signature of one of the following:
 Offeror, if the offeror is an individual;
 Partner, if the offeror is a Partnership;
 Officer, if the bidder is a Corporation.

Subscribed and sworn to before me this 18th day of August, 2018.



 Notary Public

My Commission expires January 11, 2021

VANESSA R. AGUON
NOTARY PUBLIC
 In and For Guam, U.S.A.
 My Commission Expires: January 11, 2021
 275G Farenholt Ave PMB304 Tamuning, GU 96913

(AG Procurement Form 005 (Rev. Jul. 12, 2010))



DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

IFB NUMBER: GVB IFB 2018-001

Name of Offeror Company: Landscape Management Systems, Inc.

I, Robert P. Salas hereby certifies under penalty of perjury:

- (1) That I am the offeror [please select one: the offeror, a partner of the offeror, an officer of the offeror] making the bid proposal in the foregoing identified procurement;
- (2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which read:

§ 5801. Wage Determination Established.

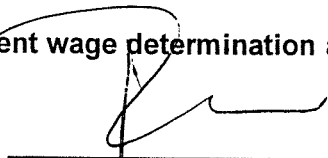
In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ('contractor') for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the Government of Guam.

The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

§ 5802. Benefits.

In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, 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.

- (3) That the Offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;
- (4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor.



Signature

08/18/2018
Date

(AG Procurement Form 006 (Rev. Feb. 16, 2010))





EQUIPMENT DATA

Year	Make	Model	Color	Lic. Plate
2018		2017 Doosan Excavator	Orange	
2018		2018 Doosan Excavator	Orange	
2018		Crawler T360 Main ASM & 8' Forestry Mower		
2018	Western Construction	EndDump Trailer STR28		TR5115
2018	Western Construction	End Dump Trailer STR28		TR5116
2018	Eager Beaver	Flatbed 50GSL/BR		TR5148
2017	Brock's	Gooseneck Tilt Trailer		TR4779
2017	Ventrac	4500P KAWASAKI FD851D MOWER		
2017	Ventrac	4500P KAWASAKI FD851D MOWER		
2017	RAM	Quad Cab Truck	Red	
2017	RAM	Quad Cab Truck	Gray	IN4734
2017	RAM	Quad Cab Truck	Blue	
2017	RAM	1500 Quad Cab Truck	White	
2017	RAM	1500 Quad Cab Truck	White	
2017	Cummins	C20-D6 Power Generator 60KW Generator		
2017	Cummins	C20-D6 Power Generator 60KW Generator		
2017	Cummins	C25-D6 Power Generator 45KW Generator		
2017	Cummins	C50-D6 Power Generator 50KW Generator		
2016	Hyundai	Accent	Red	MN3622
2016	Rayco	12in chipper 100HP kubota engine		TR4548
2016	Finn	T60T HydroSeeder	White	TR2598
2016	Rayco	RC6D35 Brush Chipper 6" Disk		pending
2016	Rayco	RC6D35 Brush Chipper 6" Disk		pending
2016	Kioti	4x4 UTV Mechron 2240	Orange	
2016	Kioti	4x4 UTV Mechron 2240	Orange	
2016	Kioti	4x4 UTV Mechron 2240	Orange	
2016	Kioti	4x4 UTV Mechron 2240		
2016	Kioti	RX7320 Power Shuttle w/Rops Base Tractor		MN3579
2016	Kioti	CK3510 HST w/Rops Base Tractor		MN3565
2016	Kioti	Tractor Subcompact CS2210		MN3578
2016	Kioti	DK5510 H-Shuttle w/Rops Base Tractor		MN3574
2016	Kioti	DK5510 H-Shuttle w/Rops Base Tractor		MN3580
2016	Kioti	DK5510 H-Shuttle w/Rops Base Tractor		MN3581
2016	Kioti	Tractor, PX9020 Power Shuttle Cab		MN3576
2016	Kioti	Tractor, PX9020 Mechanical Shuttle Cab		MN3575
2016	Hammar	151 H Crane Set - Sidelifter, Chassis 20-48'	Black	TR2767
2016	Hyundai	Accent	White	ME3435
2015	Takeuchi (Loftness)	Kwik Trim Self Propelled Tree Trimmer 53KTTB260	Grey	wnership onl
2015	Vermeer	BC1800XL Wood Chipper with attachments & winch	Yellow	TR3997
2015	Air Burner	Air Burner Refractory Walled Air Curtain Burner S-119		pending
2015	Air Burner	Air Burner Ash Rake S119		pending
2015	Ventrac	Ventrac 4500P Mower	Grey	N/A?
2015	Rayco	Crawler Loader Forestry Mower Mulcher		N/A
2015	Rayco	18in chipper		TR4547
2015	GMC	TC25903 Sweeper -Sierra 2WD Reg Cab Pickup	White	DE4938



EQUIPMENT DATA

Year	Make	Model	Color	Lic. Plate
2015	United	UXT-8.520TA70 ,20ft Custom Trailer for Spray Foam	White	pending
2015	Cummins	DSKCA Power Generator 25KW Generator		
2015	Kubota	MX5200DT 4wd Tractor	Orange	1109SEQ
2015	Kubota	MX5200DT 4wd Tractor	Orange	1110SEQ
2015	Tarter Gate West	TUTWF5102 UTILITY TRAILER (Eddie GVB Road)	Black	TR3295
2015	Tarter Gate West	TUTWF5102 UTILITY TRAILER (Sigrah-Interior)	Black	TR2334
2014	Dodge	Ram 1500 ST Crew Cab Pick up	Grey	BR3857
2014	Hyundai	Accent GLS	White	MZ2514
2014	Teryx	Teryx4 UTV (800cc motor)	Yellow	
2014	Case	Case Backhoe 580SN NR 2WD (with 4-in-1 bucket, 24in bu	Yellow	1113SEQ
2014	Bobcat	S650 Bobcat Skidsteer Loader (with 62in standard bucket)	White	
2014	Tarter Gate West	TUTWF58 UTILITY TRAILER		TR3211
2014	Tarter Gate West	TUTWF5102 Utility Trailer	Black	TR1975
2014	Tarter Gate West	TUTWF58 UTILITY TRAILER	Black	TR1976
2014	Tarter Gate West	TUTWF58 UTILITY TRAILER	Black	TR1968
2014	Tarter Gate West	TUTWF5102 UTILITY TRAILER	Black	TR1973
2014	Tarter Gate West	TUTWF5102 UTILITY TRAILER	Black	TR1974
2014	Tarter Gate West	TUTWF58 UTILITY TRAILER	Black	TR1972
2014	Tarter Gate West	TUTWF58 UTILITY TRAILER	Black	TR1971
2014	Tarter Gate West	TUTWF58 UTILITY TRAILER	Black	TR1977
2014	Tarter Gate West	TUTWF5102 UTILITY TRAILER	Black	TR1970
2014	Tarter Gate West	TUTWF58 UTILITY TRAILER (RUDOLPH)	Black	TR1994
2014	Kubota	M7040SUHD Utility Tractor	Orange	1106SEQ
2014	Kubota	MX8560 Utility Tractor and Cutter	Orange	1108SEQ
2014	Kubota	MX5200DT Utility Tractor 4WD	Orange	1107SEQ
2014	Tarter Gate West	TUTWF58 UTILITY TRAILER	Black	TR1985
2014	Tarter Gate West	TUTWF58 UTILITY TRAILER	Black	TR3696
2014	Tarter Gate West	TUTWF58 UTILITY TRAILER	Black	TR1995
2014	Tarter Gate West	TUTWF58 UTILITY TRAILER	Black	TR1987
2014	Tarter Gate West	TUTWF58 UTILITY TRAILER	Black	
2014	Amaron	AM6410SA Trailer		TR3294
2014	Petro2Go	Portable Gas Trailer		TR3293
2014	Petro2Go	Portable Gas Trailer		TR3292
2014	Ford	Ranger Regular Cab	White	ME1781
2014	Ford	F-150	White	ME1782
2014	Ford	F-150	White	ME1777
2014	Ford	F-150	White	ME1775
2014	Ford	F-150	White	ME1780
2014	Ford	F-150	White	ME1784
2014	Ford	F-150	White	ME1769
2013	Dodge	Ram 2500 SLT	White	SJ2935
2013	Dodge	Ram 2500 SLT	White	SJ2637
2013	Swisher	18.5 HP Rough Cut Tow Behind Trail Cutter	Black	
2013	Hustler	X-ONEi 22hp Kawasaki FX691 / 52" side discharge	Yellow	
2013	Shorlander	PS6X12-Utility Trailer	Black	TR1204
2013	Bowie	Hydro-Mulcher Victor 800 (John Deere engine) hydro seed	Green	



EQUIPMENT DATA

Year	Make	Model	Color	Lic. Plate
2013	Tarter Gate West	TUTWF5102 Utility Trailer (gvwr 2990lb)		TR3324
2013	Beach Tech	BT2000	Teal	1125SEQ
2013	Great Northern Trailer	TBD014-5K		TR1423
2013	Great Northern Trailer	TBD014-5K		TR1426
2012	Kawasaki	KRT750CCF-Utility Vehicle Kawasaki	Red	
2012	Ford	E350 Econoline 12 Passenger Van	White	AN1900
2012	Redexim	Kubota Veri-Top 1800		
2012	Hawkline Trailers	H7142		TR2652
2011	Dodge	RAM 2500 4x2 2-door	White	MG752
2011	Dodge	RAM 1500 Laramie	Brown	YN2445
2011	Dodge	Ram Pickup 3500 Laramie	White	TU1091
2011	Doosan	Excavator DH DX225 LC	Orange	
2011	Rockhound	50EXHD Brush Shredder		
2011	Hustler	Super Z Riding Mower 72" Deck w/ Hydraulic Lift Kit VX4	Yellow	
2011	Honda	TRX420FPAB- ATV	Green	
2011	Longchih	LCI-958TR- Utility Trailer;	Black	TR1203
2011	Kohler	Morbark		
2011	Kubota	M108SDSC		1052SEQ
2011	Kubota	M7030		989SEQ
2011	Kubota	M7040		979SEQ
2011	Kubota	M7030		964SEQ
2011	Ford	F450 (FUEL TRUCK)	White	AH1397
2011	Ford	Ranger SuperCab	White	AH1399
2011	Ford	Ranger SuperCab	White	AH1400
2011	Ford	Ranger SuperCab	White	AH1801
2011	Ford	Ranger Regular Cab	White	AH1802
2011	Ford	Ranger Regular Cab	White	AH1380
2011	Ford	Ranger Regular Cab	White	AH1803
2011	Ford	Ranger Regular Cab	White	AH1804
2011	Ford	Ranger Regular Cab	White	AH1398
2011	Ford	Ranger Regular Cab	White	AH1805
2010	Ford	F150	White	MT476
2010	Dodge	RAM 2500 4x4 4-door	White	TU2521
2010	Ford	F150	White	TO2767
2010	VMA/PAMU	Cargo Trailer WS58HD		TR508
2010	Kawasaki	Cubcadet Model RZT50 Riding Mower, 50" deck	Yellow	
2010	International	Pro-Star Tractor Trailer	Blue	2913CV
2010	Imago	DT10000 (Dump Trailer)		TR990
2009	EZ Screen	Portable Screening Plant 1200XL	Orange	TR536
2009	International	8600 Tractor Trailer	White	2910CV
2009	International	8600 Tractor Trailer	Red	2912CV
2009	Peterbilt	Peterbilt 388 Stock#60039		3875CV
2009	Caterpillar	950H Wheel Loader		
2009	Great Northern Trailer	PP25-20K		TR676
2008	Jeep	Grand Cherokee	Silver	PIT2934
2008	Jeep	Wrangler	Maroon	TL3830



EQUIPMENT DATA

Year	Make	Model	Color	Lic. Plate
2008	Ford	E-350 XL	White	TL2498
2008	John Deere	410J Backhoe	Yellow	TU334
2008	Gravely	Pro Vac 1060 (Model 995420)	Red	
2008	Caterpillar	D5K Dozer		
2008	Peterbilt	Semi-Truck		3874CV
2007	Snowbear	550LHD trailer	Black	7611TRL
2007	Snowbear	550LHD trailer	Black	7610TRL
2007	Snowbear	4060al	Black	7955TRL
2007	Miller	Welder/Generator Trailer	Black	TR556
2007	MTD	Cub Cadet UV 4x4	Yellow	
2007	MTD	Cub Cadet UV 4x4	Yellow	
2007	MTD	Cub Cadet UV 4x4	Yellow	
2007	MTD	Cub Cadet UV 4x4	Yellow	
2007	Ingersoll Rand	Forklift VR1044 (Skytrac)	?	?
2007	GMC Altec	Carryall Bucket Truck (w/o outriggers)	White	4052CV
2007	Peterbilt	Peterbilt 357 Truck Stock#60195		3876CV
2006	CarryAll	Club Car 294 (2x2)		PIT6299
2006	Bobcat	Skid-steer loader S185		
2005	Toyota	Tacoma	White	ME1475
2005	Toyota	Tacoma	White	TO1317
2005	Toyota	Tacoma	Black	9670TFL
2005	Forest River	ORUSASG6512SA	Black	TR4651
2005	Forest River	Utility Trailer.(Mowing crew)	Black	TR3813
2005	Kawasaki	KAF620-H3 Mule	Green	
2005	Doosan	Mini Excavator Solar 55v		
2005	Autocar	Roll Off Truck DP	White	3450CV
2004	Dodge	Dakota	White	2457TBG
2004	Kubota	M6800HDF	Orange	824SEQ
2004	Toro	Time Cutter 18-52ZX (Riding mower)		
2004	International	International 4300 Lemco 8000 Grapple Loader	Wht/blk	3193CV
2003	Vermeer	BC1800A Chipper	Yellow	TR4755
2003	Autocar	Roll Off Truck DP	White	3449CV
2003	International	International 4300 with 16ft Chip Body #3699	White	2586CV
2003	International	International 4300 with 16ft Chip Body #3696	White	2579CV
2002	Kubota	M5030SUMDT	Orange	593SEQ
2002	International	International 4300 Altec LRV55 Bucket Truck 60ft	White	3192CV
2002	International	International 4300 Altec LRV55 Bucket Truck 60ft	White	3168CV
2002	International	International 4300 with 5 Yard Dump Bed	White	2587CV
2002	International	International 4300 with 12' Landscape Dump Body	white	4075CV
2001	Jeep	Cherokee Laredo	Brown	TU723
2001	John Deere	5410 Tractor	Green	977SEQ
2001	Pro8 Harley	Power Rake	Green	
2001	Yamaha	G19 48V Electric		
2000	Isuzu	NPR 99 Box Truck	White	5002MLL
2000	Smithco	Sprayer		



EQUIPMENT DATA

Year	Make	Model	Color	Lic. Plate
2000	International	Sweeper Straight Truck Tractor Truck with '00 Intl Navistar	White	3123CV
2000	Kalyn/Siebert	LB-20T , T/A Single Drop Deck Trailer		TR2722
2000	Chevrolet	Chevrolet 3500 7.4		892CV
2000	Freightliner	FL80 Boom Truck	White	1084CV
1999	Case	580SL Backhoe	Yellow	1040SEQ
1999	John Deere	MX7 Cutter		
1999	International	Model 4700 Flat Bed (with Bowie Hydroseeder attached)	White	57CV
1999	Dodge	Ram Quad Cab Pickup	Black	AH3328
1998	Vermeer	V8100 Tractor Trencher		
1998	Vermeer	HTR8100 Trencher (Manual Push)		
1997	Barber	Surf Rake 600 HD	Green	TR1153
1997	Ryan Mat	Verticutter		
1997	Ford		White	2539TBG
1996	Komatsu	Dozer D31P-20		
1995	Bobcat	753		
1995	GMC	C7H042 Boom Truck (Bucket now chipper truck)	White	8706TLP
1995	Ford	FT900 Tractor (flat bed)	White	3741TBG
1994	Barber	400HD Surf Rake	Green	
1994	Caterpillar	416B-Backhoe	Yellow	367SEQ
1994	Komatsu	Grader GD405A-2	Yellow	N/A
1993	Bobcat	753		
1992	BOWIE	Hydro Mulcher	Black	6751TRL
1992	GMC	Mini Dump Truck (8 cylinder) Engine NE511392; Chassis Ca	White	3563CV
1991	International	8200 w/ Hydroseeder	White	8767MLL
1991	GMC	WHGM Dumpster (#2) Roll Off	White	4234TFL
1991	Kubota	Tractor L2250DT	Black	
1989	GMC	WHGM Dumpster (roll off #1)	White	1178CV
1989	Ford	Boom Truck (Crane)	White	SR3107
1988	Club Car	Utility turf II (Mule)		
1987	Kenworth	WF900B Dump Truck	Blue	AH334
1985	Raymond	Forklift Model 20DR25TT		
1984	Komatsu	Forklift Model FD15-1	Yellow	
1983	Amre	Trailer/Roll-off	White	6165TRL
1979	Miller	30' Equip Trailer w/ Loading Ram	Black	TR187
	Komatsu	Vibration Roller JV100WA-1 (compactor)	Yellow	
	Barber	600HD Surf Rake - Used		
	Doosan	Excavator DH DX225 LC w/ LMS Logo's	Orange	
		Sod cutter		
	John Deere	1517 Batwing mower		
	Bobcat	Dick Pacific		
	Crane	T-Rex	Red	
	Water Cannon	Pressure Washer		
	Barber	Sand Man Model 850 Walk		
		Behind Beach Cleaner		
	Gravelly	Promaster 34Z (17hp Kawasaki)		



EQUIPMENT DATA

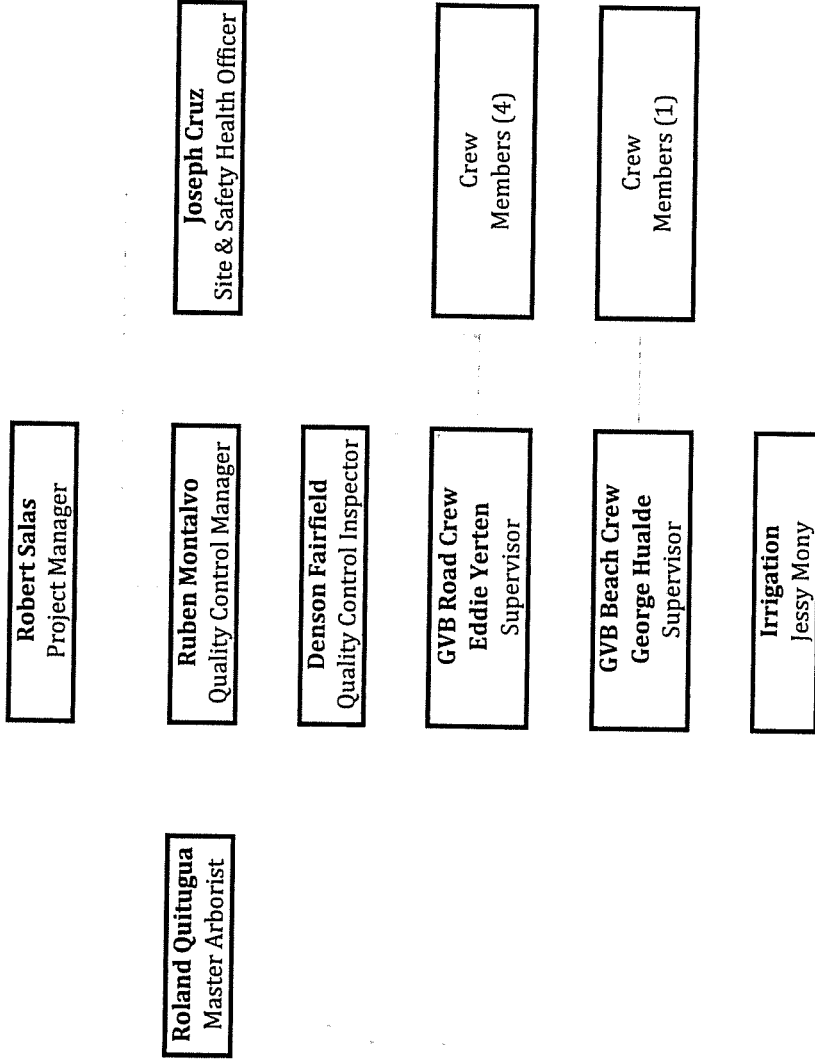
Year	Make	Model	Color	Lic. Plate
	Gravely	Hydro Pro HR1536FX (Kawasaki)		
	Gravely	Power Broom 936		
	Boxer	530X-30hp Kohler Gas Engine		
	Boxer	320-20hp Kohler Gas Engine		
	B450	Bushcutter		
	B450	Bushcutter		
	B450	Bushcutter		
	B450	Bushcutter		
	B450	Bushcutter		
	Gearmore	CD5-5' Compact Drag Scraper	Yellow	
	Gearmore	AP8-8' Drag Scraper	Yellow	
	Toro	260 Wheel Horse Riding Mower	Red	
		Kings Power Sprayer (has Honda engine)		
	Toro	Push Mowers		
		Palette Jack 5,000lb		
		JLG Pro-Boom 35 Lift		
	Whiteman	Power Buggy	Grn/Wht	
	MTD	Volunteer 4x4 EFI (37BM466D710) x 2	Yellow	
	Vermeer	RT100 Trencher		
	MTD	4x4 Petrol UV (37BC466D010) x4		
	Bradco	Bradco Multi Purpose 84in 4-in-1 bucket		
	Bradco	Bradco Fork Frame with Tines		
	Bradco	Bradco Stump Grinder SG26		
	Bradco	Bradco Brush Grapple 54in		
	Ventrac	Ventrac 4500P Mower		
	Ventrac	Ventrac 4500P Mower		
	Bobcat	S650		
	Toro	Mower		
	Kubota	L3200 Tractor		
	Ranco	St6 3 Axle Roll off Trailer with freight		1180CV
	Rubble Master	RM 90GO! Track Mobile impact crusher		
	Eager Beaver	50 GSL/BR Lowboy with detach G/N		
	Dymax	Tree Shear - Grapple + Tilt - 22in		
	Dymax	Rotation Grapple - Hydraulic		
	Eager Beaver	50 GSL/BR Lowboy with detach G/N		
	Ranco	Full Frame End Dump Model: 020-004		
	Ranco	40 Yd Nestable Trash		
	Ranco	Flat Rack / Roll off skid DRWG#0183		
		48" Excavator Forestry Brush Cutter		
	Peterson	Model 5710D Track-mounted horizontal grinder		
		Box Truck		41501
	TORO	Workman 3200		
	Kioti	DK5510 Tractor		1135SEQ
		Full Frame - End Dump Elliptical		
		End Dump Elliptical 1/4 Frame		
	Landpride	15ft Deck 1 SN684798		



EQUIPMENT DATA

Year	Make	Model	Color	Lic. Plate
	Landpride	15ft Deck 2		
	Landpride	20ft Deck LP RC5020 ROTARY CUTTER		
	Trimstar	Stand-up mower		
	Hustler mowers	HTSHDS060KAWFX850VA		
	Hustler mowers	HTSHDS060KAWFX850VA		
	Hustler mowers	HTHX1S054KAWFX730VA		
	Hustler mowers	HTHX1S054KAWFX730VA		
	Hustler mowers	HTHX1S054KAWFX730VA		
	Hustler mowers	HTHX1S054KAWFX730VA		
	Hustler mowers	HTSHDR060KAWFX1000VA Grammer Mech Susp		
	Hustler mowers	HTSHDR060KAWFX1000VA Grammer Mech Susp		
	Hustler mowers	HTSHDS060KAWFX850VA		
	Hustler mowers	HTSHDS060KAWFX850VA		
	Hustler mowers	HTSHDS060KAWFX850VA		
	Hustler mowers	HTSHDR060KAWFX1000VA Grammer Mech Susp		
	Hustler mowers	HTSHDR060KAWFX1000VA Grammer Mech Susp		
	Hustler mowers	HTSHDR060KAWFX1000VA Grammer Mech Susp		
	Hustler mowers	HTSHDR060KAWFX1000VA Grammer Mech Susp		
	Hustler mowers	HTSHDR060KAWFX1000VA Grammer Mech Susp		
	Hustler mowers	HTSHDR060KAWFX1000VA Grammer Mech Susp		
	Hustler mowers	HTOFTN000SHIN843LE		
	Hustler mowers	HTOFTN000SHIN843LE		
	Hustler mowers			
	Hustler mowers	HTOFT DECK 72RD		
	Hustler mowers	HTOFT DECK 72RD		
	Hustler mowers	AIRBOX KIT 3700 ISM 3700 TRACTOR		
	Hustler mowers	CAST WEIGHT 3500/3700		
	Hustler mowers	TIRE/WHL ASSY. 26X12-12		
	Hustler mowers	TIRE/WHL ASSY. 26X12-12 813 OUTLET		
	buffalo blower			
	toro work car	2006 Toro Heavy Duty Workman		
	billy goats			
	Terrain King	Flail Head KVFL		

GVB TLM Staff Organizational Chart.



Bank of Hawaii

August 20, 2018

Robert P. Salas
President
Landscape Management Systems, Inc.
194 Old San Vitores Road
Tumon, GU 96913

Re: Landscape Management Systems, Inc.

Dear Bob,

At your request, we are pleased to provide you with the following information with Bank of Hawaii:

Landscape Management Systems, Inc. have maintained a most satisfactory banking relationship with Bank of Hawaii since 1994 with loan balances in aggregate with a high balance in the mid-seven figure range and a low balance in the mid-six figure range.

Landscape Management Systems, Inc. has handled their debt obligations satisfactorily and are paid as agreed.

Management is well and favorably known to our Bank and we believe them to be responsible for its balance commitments.

Should you have any questions, please contact me at (671) 479-3658.

Sincerely,


Vincent Perez
Vice President
Guam Commercial Banking Center



First Hawaiian Bank

Maite Banking Center

August 20, 2018

Robert P. Salas
Landscape Management Systems, Inc.
194 Old San Vitores Rd.
Tamuning, Guam 96913-4427

Subject: Banking Relationship

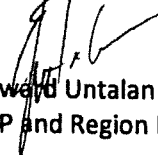
Dear Mr. Salas,

The following letter is provided at your request. Landscape Management Systems, Inc (LMS) has been a valued customer of First Hawaiian Bank since 2008, while the principals of the company have maintained a relationship with the Bank since 1994. LMS currently maintains a strong deposit and lending relationship with the Bank to include:

- \$250,000 business credit card limits.
- \$2,000,000 line of credit for working capital needs.
- \$500,000 non-revolving equipment line for new/or used equipment or vehicle loans, up to 100% financing.
- Over \$466,000 in deposits and TCD balances.

All accounts have been paid as agreed and managed properly with all accounts in good standing. We thank you for your continued business and the opportunity to assist you with all your banking needs. Should have you have questions, please do not hesitate to contact me at 671-475-7856.

Sincerely,



Edward Untalan
SVP and Region Manager



P.H.R. KEN MICRONESIA, INC.

July 11, 2016

Attn: Jennifer Mattivi

P.H.R. KEN Micronesia, Inc. ("KEN Corp") utilizes LMS for grounds maintenance and debris collection and disposal and interior plant rental services for Hilton Guam Resort and Spa, Hyatt Regency Guam, and Pacific Islands Club, which represents the majority of Guam's flagship hotels. In the tourism industry, cleanliness of the grounds, landscape design, and general grounds maintenance including debris collection and disposal is critical to the image of our hotels while maintaining the safety, convenience and minimal intrusiveness to our visiting customers. With over 20,000 trees, spread amongst 50 acres of hotel property and 3 major hotels, LMS is tasked with providing services over a vast landscape often crowded with visiting tourists, but has always provided excellent and proficient work addressing our highest demands.

LMS has developed solid waste and recycling services within a highly regimented approach. They have remained active in addressing collection issues before they become unmanageable. Their constant interaction with our staff provides guidance and advice to future collection efficiencies.

During times of typhoon preparation and post typhoon cleanup, a crucial time for the hotel industry, LMS has proven to be effective and timely in their preparation, cleanup, and debris collection and disposal efforts. More importantly, LMS provides their services in a professional manner and without disturbing our visiting customers and facility presentations. The high standards of LMS' labor, management, and planning is evident by their efficiency in all aspects of their work performance.

With respect to green waste and recycling, we applaud LMS on its efforts in the Typhoon Dolphin cleanup. In addition to LMS' assistance with KEN Corp properties, LMS' efforts resulted in the restoration of the main Tumon Road as well as various other hotel properties. Through the deployment of their massive fleet of equipment, LMS quickly and efficiently collected the debris from Typhoon Dolphin for disposal at their green waste facility, quickly restoring the beauty of Guam's tourism district. Indeed, LMS branded-vehicles could be spotted throughout the tourism district within hours after Typhoon Dolphin, the most critical moment in restoring our island. We thank LMS for their efforts in restoring the beauty of our island after this natural disaster.

Sincerely,

Milton Morinaga
Managing Director
P.H.R. KEN Micronesia, Inc.

P.H.R. GROUP PROPERTIES
SHERATON LAGUNA GUAM RESORT HYATT REGENCY GUAM HILTON GUAM RESORT & SPA
PACIFIC ISLANDS CLUB GUAM AIRTEL GUAM COUNTRY CLUB OF THE PACIFIC



DEPARTMENT OF THE NAVY

U.S. NAVAL HOSPITAL
PSC 430 BOX 7187
FPO AP 96338-1600

IN REPLY REFER TO

09 June 2016

TO: MR. ROBERT SALAS, LMS GUAMSERVICES
FROM: LT DANIEL GUTIERREZ, HEAD FACILITIES MANAGEMENT, NAVHOSP GUAM
SUBJ: LETTER OF RECOGNITION

On behalf of the Facilities Management Department, I would like to formally recognize you and your staff for the outstanding grounds maintenance, and support to the Naval Hospital. Your steadfast devotion to our mission culminated in the successful Joint Commission Inspection and Facility Accreditation on 09 May 2016.

You and your staff should take pride in your accomplishments. Nothing in life that is worthwhile is without its challenges, and the first few years of operating a new facility is no exception. The dedication your team has provided to continuously improve the exterior appearance of the facility was second to none, and I have been very impressed by the commitment of your staff to meet and exceed my personal expectations.

In our profession we are often the 'big jerks and little heroes,' but your team has shown exceptional care and stewardship for the Navy's newest Medical Treatment facility, and has made the Hospital a welcoming place for patients, patrons and staff.

We do not hear the words "Thank you," enough. So thank you for what you have done; what you are doing; and what you will do in the future. I could not be more pleased with your staff's level of effort and commitment to this command.

Your Humble Servant,

D. J. B. Gutierrez

LT, CEC, USN

FOR OFFICIAL USE ONLY / SOURCE SELECTION INFORMATION - SEE FAR 2.101, 3.104, AND 42.1503
CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR)
 INCOMPLETE-RATED

Nonsystems

Name/Address of Contractor:

Company Name: LANDSCAPE MANAGEMENT SYSTEMS INC
 Division Name: GROUNDS MAINTENANCE
 Street Address: 194 OLD SAN VITORES RD
 City: TUMON
 State/Province: GU Zip Code: 96913
 Country: USA

CAGE Code: 1HCP2
 DUNS Number: 855022604
 PSC: S208 NAICS Code: 561730

Evaluation Type: Addendum
 Contract Percent Complete:

Period of Performance Being Assessed: 12/01/2016 - 11/30/2017

Contract Number: N4019215D9008 Business Sector & Sub-Sector: Nonsystems - Facilities Services

Contracting Office: NAVFAC ENGINEERING COMMAND MARIA Contracting Officer: FELIX BENAVENTE Phone Number: CONTRACTING OFFICER

Location of Work:

GROUNDS MAINTENANCE AND TREE TRIMMING SERVICES, VARIOUS MILITARY INSTALLATIONS AND DOD TENANTS GUAM, MI.

Award Date: 11/15/2014 Effective Date: 11/14/2014

Completion Date: 11/30/2018 Estimated/Actual Completion Date: 05/03/2018

Total Dollar Value: \$40,887,655 Current Contract Dollar Value: \$0

Complexity: Low Termination Type: None

Competition Type: Full and Open Competition after Exclusion of Sources Contract Type: Firm Fixed Price

Key Subcontractors and Effort Performed:

DUNS:

Effort:

DUNS:

Effort:

DUNS:

Effort:

Project Number: N4019215D9008

Project Title:

GROUNDS MAINTENANCE AND TREE TRIMMING SERVICES, VARIOUS MILITARY INSTALLATIONS AND DOD TENANTS GUAM, MI.

Contract Effort Description:

The Contractor shall provide all labor, supervision, management, tools, material, equipment, transportation, and other items necessary to accomplish all work to perform grounds maintenance and tree trimming services for Command Joint Region Marianas Naval Base Guam & NSA Andersen Air Force Base, along with various Military/DOD tenants on Guam, M.I.

Small Business Subcontracting:

Does this contract include a subcontracting plan? No

Date of last Individual Subcontracting Report (ISR) / Summary Subcontracting Report (SSR): N/A

Evaluation Areas	Past Rating	Rating
Quality:	Very Good	Very Good
Schedule:	Very Good	Very Good
Cost Control:	Exceptional	Exceptional
Management:	Very Good	Very Good
Small Business Subcontracting:	N/A	N/A
Regulatory Compliance:	Very Good	Very Good
Other Areas:		
(1):		N/A
(2):		N/A
(3):		N/A

FOR OFFICIAL USE ONLY / SOURCE SELECTION INFORMATION - SEE FAR 2.101, 3.104, AND 42.1503

Variance (Contract to Date):

Current Cost Variance (%): Variance at Completion (%):

Current Schedule Variance (%):

Assessing Official Comments:

QUALITY: Contractor Management was very effective to meet Gov't needs and meets completion dates for both FFP and IDIQ order per contract requirements this performance period.

SCHEDULE: Contractor met completion dates required for functions and events. Contractor continuously receives last minute notices for VIP visits and/or inspections and constantly meets customer requests working around FFP and IDIQ requirements. Contractor partners with the Government and is flexible with all requirements.

COST CONTROL: Contractor performed and completed all work per funded amount. No additional funds requested to complete FFP and IDIQ task order requirements. Contractor shows initiative to accomplish work within funded amounts.

MANAGEMENT: Contractor Management effective to meet Gov't goals and delivery date per contract requirements. Management adheres to their QC Plan and shows on their performance in executing their work effectively. LMS successfully partnered with the Government to clear any issues they had with management and executing their QC plan.

REGULATORY COMPLIANCE: Contractor had an effective Safety and Environmental Program to meet Gov't and local regulations and requirements. Met and submitted all material safety data sheets, permits and employee certifications for herbicide operations. Submits herbicide reports on time to Navy EPA counterparts.

ADDITIONAL/OTHER: LMS is committed to partner with the Navy to meet all customer requirements within the contract. They understand the customers needs and the critical aspect of delivering services. LMS goes above and beyond in order to ensure that the customers are satisfied with their end products and timely delivery of services.

RECOMMENDATION:

Given what I know today about the contractor's ability to perform in accordance with this contract or order's most significant requirements, I would recommend them for similar requirements in the future.

Name and Title of Assessing Official:

Name: FELIX BENAVENTE

Title: CONTRACTING OFFICER

Organization: NAVFAC MARIANAS

Phone Number: 671-339-6750 Email Address: felix.benavente@fe.navy.mil

Date: 05/03/2018

Contractor Comments:

Name and Title of Contractor Representative:

Name:

Title:

Phone Number: Email Address:

Date:

Review by Reviewing Official:

Name and Title of Reviewing Official:

Name:

Title:

Organization:

Phone Number: Email Address:

Date:

FOR OFFICIAL USE ONLY



CVB/IFB No. 2018-001
**Tumon Landscape
Maintenance**

**11 - PRICE &
BID SCHEDULE**

August 20, 2018; 3pm

Submitted by:

Landscape Management Systems, Inc.

194 Old San Vitores Rd.

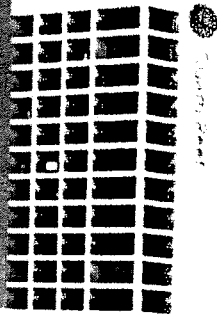
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ABC STORES



TUMON LANDSCAPE MAINTENANCE AMENDED BID SCHEDULE (REFERENCE ADDENDUM NO. 2 DATED AUGUST 8, 2018)						
NO.		DESCRIPTION/ BID ITEMS	FREQUENCY (QUANTITY)	UNIT	*UNIT COST	*TOTAL COST
1.0		GRASS Cut, Edge & Blow				
	1.1	Medians (2,355 Square Yards)	2X Per Month (24X/YR)	24	487.45	11,698.80
	1.2	Road Shoulders (22,100 Square Yards)	2X Per Month (24X/YR)	24	998.92	23,974.08
	1.3	Blowing/Sweeping at Roadway, Turning Lanes, Sidewalk, Curb & Gutter	3X Per Week (157X/YR)	157	107.24	16,836.68
2.0		TRASH COLLECTION				
	2.1	Trash (18 Bins)	6X Per Week (313X/YR)	313	68.92	21,571.96
	2.2	Recycling (12 Bins)	6X Per Week (313X/YR)	313	61.76	19,330.88
3.0		SHRUBS Prune				
	3.1	Medians (2,477 Linear Feet)	Every Other Month (6X/YR)	6	423.32	2,539.92
	3.2	Road Shoulders (9,881 Linear Feet)	Every Other Month (6X/YR)	6	1,397.88	8,387.28
4.0		TREES: PALM Prune and Defruit				
	4.1	Medians (112 Palm Trees)	Every 4 Months (3X/YR or As Needed)	3	2,076.13	6,228.39
	4.2	Road Shoulders (344 Palm Trees)	Every 4 Months (3X/YR or As Needed)	3	7,748.23	23,244.69

5.0		TREES: NON-PALM Prune				
	5.1	Medians (22 Trees)	Biannual (2X/YR or As Needed)	2	1,089.28	2,178.56
	5.2	Road Shoulders (88 Trees)	Biannual (2X/YR or As Needed)	2	1,856.33	3,712.66
	5.3	Flame Trees Median and Ypao Ponding Basin (18 Trees)	Every 4 Months (3X/YR or As Needed)	3	1,619.36	4,858.08
	5.4	Maintain Tangantangan at bend entering Santos Hill from Rt. 1	1X Per Year	1	319.21	319.21
	5.5	Maintain Tangantangan above Hilton Mural	2X Per Year	2	1,529.22	3,058.44
6.0		**WEEDING (Herbicide & Manual)				
	6.1	Medians (2,027 Square Yards)	1X Per Month (12X/YR)	12	200.36	2,404.32
	6.2	Road Shoulders (9,881 Linear Feet)	1X Per Month (12X/YR)	12	481.44	5,777.28
7.0		**FERTILIZER APPLICATION				
	7.1	Medians	4X/YR or As Needed	4	1,185.53	4,742.12
	7.2	Road Shoulders	4X/YR or As Needed	4	1,094.72	4,378.88
8.0		***IRRIGATION SYSTEM	As Required Contingent Sum	N/A	\$10,000.00	\$10,000.00
	8.1	Labor Rate for Repair Technician Note: Labor will be paid on an hourly basis as required.	Supervisor: \$ <u>33.00</u> Labor: \$ <u>24.06</u>	N/A		
	8.2	Equipment Rate Note: Equipment will be paid on an hourly basis as required.	Handheld Equipment: \$ <u>15.50</u> Heavy Equipment: \$ <u>60.00</u>	N/A		

	8.3	Material Cost Note: Materials shall be paid at cost upon submission of official receipt plus 35% mark-up		N/A		
9.0		***SOIL ANALYSIS determination of existing topsoil quality at all medians	As Required Contingent Sum	N/A	\$3,000.00	\$3,000.00
10.0		MISCELLANEOUS: repair and/or replacement of landscape items	As Required Contingent Sum	N/A	\$25,000.00	\$25,000.00
11.0		ROTUNDA				
	11.1	Grass Cutting (7,410 Square Yards)	2X Per Month (24X/YR)	24	312.56	7,501.44
	11.2	Weeding (Manual) (1,872 Linear Feet)	1X Per Month (12X/YR)	12	121.92	1,463.04
	11.3	Trimming of Shrubs (1,872 Linear Feet)	Every Other Month (6X/YR)	6	281.85	1,691.10
	11.4	Mulching	Biannual (2X/YR)	2	1,132.21	2,264.42
	11.5	Fertilizer Application	4X Per Year (4X/YR or As Needed)	4	723.06	2,892.24
	11.6	Herbicide easement (Mandell Property)	1X Per Month (12X/YR)	12	64.54	774.48
12.0		YPAO MEDIANS				
	12.1	Grass Cutting (182 Square Yards)	2X Per Month (24X/YR)	24	64.56	1,549.44
	12.2	Prune Palms (13 Manila Palms)	Every 4 Months (3X/YR or As Needed)	3	297.59	892.77
	12.3	Prune Trees (2 Plumeria)	Biannual (2X/YR or As Needed)	2	578.42	1,156.84
13.0		GVB GROUNDS				

13.1	Grass Cutting	2X Per Month (24X/YR)	24	47.47	1,139.28
13.2	Prune Shrubs	Every Other Month (6X/YR)	6	81.26	487.56
13.3	Prune Bougainvillea	Every Month (12X/YR)	12	117.28	1,407.36
13.4	Coconuts: Prune & Defruit	Every 4 Months (3X/YR or As Needed)	3	284.16	852.48
13.5	Prune Plumeria	Biannual (2X/YR or As Needed)	2	578.42	1,156.84
13.6	Blowing/Sweeping; Parking Lots & Sidewalks	2X Per Week (104X/YR)	104	91.62	9,528.48
Total Bid				\$	238,000.00

* Unit & Total Cost in the Bid Schedule shall include ALL contractor mark-ups and GRT.

** Contact Inspector prior to application of fertilizer and/or herbicide

***The Contingent Sums shall be included in the Total Bid Price. No work shall commence and be charged to these Contingent Sums unless authorized in writing by GVB's General Manager or an authorized representative.

***Contractor to fill in hourly labor and equipment rates based on industry standards, including markup. Material shall be paid at cost plus 35% mark-up.

**THIS AMENDED BID SCHEDULE MUST BE
 USED FOR GVB IFB 2018-001 DUE BY
 3:00 P.M. ON AUGUST 20, 2018.**

III.

A Copy of the Solicitation

Please see Procurement Record at pages 2 et seq.

IV.

A Copy of the Abstract of Bids or Offers

Please see Procurement Record at pages 132 et seq.

V.

Any Other Documents which is Relevant to the Protest

Please see Procurement Record filed 11 January 2019 and served upon all parties

VI.

The Decision from which the Appeal is Taken

See Appeal at Attachment D.

VII.

A Statement Answering the Allegation of the Appeal

The Guam Visitors Bureau responds to disappointed bidder JJ Global's allegations on appeal.

Relevant Procedural History

The Guam Visitors Bureau delivered a notice of non-responsibility to JJ Global on 01 November 2018, not 7 November 2018 as JJ Global claims. *See Procurement Record at pp. 175-76.* As part of its Appeal, JJ Global submitted a document which purports to establish that it was served the notice of non-responsibility on 07 November 2018. *See Appeal at attachment B.* This is significant since Appellant had no more than 14 days to protest after it learned of the reasons for its aggrievement. *See 5 Guam Code Ann. 5425(a)*, “[t]he protest shall be submitted in writing within fourteen (14) days after such aggrieved person knows or should know of the facts giving rise thereto.” If Appellant received the notice on the 1st of November, the protest to the agency was untimely and the Office of Public Accountability (OPA) is without jurisdiction over this appeal. However, if the notice was delivered on the 7th the protest was timely.

JJ Global was served on the 1st and not the 7th. *See affidavits, Garrett and Linek, attached.* In this case Appellant has delivered a false document in evidence to the OPA with the intent to deceive and defraud the agency. JJ Global has thus committed a crime. *See 9 Guam Code Ann. §§46.25, 52.55, 55.10.* This information will be the subject of a motion to dismiss an appeal and a motion to allow discovery.

The GPA Contract

The Guam Visitors Bureau received reliable information that JJ Global did not perform a contract with GPA to the satisfaction of that Agency. The Bureau invited the Appellant to provide information to dispute this finding. *See Appeal at attachment D.* Appellant declined to do so.

GWA Contract

The Guam Visitors Bureau received reliable information that JJ Global did not perform a contract with GWA to the satisfaction of that Agency. The Bureau invited the Appellant to provide information to dispute this finding. *See Appeal at attachment D.* Appellant declined to do so.

DPR Contract

The Guam Visitors Bureau received reliable information that JJ Global did not perform a contract with DPR to the satisfaction of that Agency. The Bureau invited the Appellant to provide information to dispute this finding. *See Appeal at attachment D.* Appellant declined to do so.

GIAA Contract

The Guam Visitors Bureau received reliable information that JJ Global did not perform a contract with GIAA to the satisfaction of that Agency. The Bureau invited the Appellant to provide information to dispute this finding. *See Appeal at attachment D.* Appellant declined to do so.

A Stay

There is no stay in effect. The contract was awarded prior to receipt of a protest.

JJ Global's Request for Relief

The Guam Visitors Bureau asks that the Appellant take nothing by its appeal and that relief be denied.

The Guam Visitors Bureau asks that it be awarded costs and attorneys fees for defending against this action.

The Guam Visitors Bureau asks that it be allowed to conduct discovery in regard to a false document submitted by Appellant.

The Guam Visitors Bureau asks that this matter be submitted to the Guam Police Department and the Office of the Attorney General for investigation and possible prosecution.

AFFIDAVIT


In and for Guam)
) ss
)

I, GARRETT AGUON, A MESSENGER EMPLOYED AT THE GUAM VISITORS BUREAU, DECLARE UNDER OATH THAT I WAS INSTRUCTED BY LISA LINEK TO TAKE A LETTER DIRECTLY TO JJ GLOBAL ON THE AFTERNOON OF NOVEMBER 1, 2018.

UPON ARRIVING AT THE JJ GLOBAL OFFICE, I HANDED OVER THE DOCUMENT TO A MALE INDIVIDUAL, WHO CALLED A FEMALE INDIVIDUAL FROM THE BACK OFFICE. SHE SIGNED THE DOCUMENT IN MY PRESENCE.

I RETURNED TO THE OFFICE AND TURNED THE SIGNED ACKNOWLEDGEMENT OVER TO LISA LINEK BEFORE LEAVING FOR THE DAY.

Date: 1/17/19



Subscribed and sworn to before me this 17TH day of JANUARY, 2019.



Notary Public

My commission expires on DEC. 03, 2020

(AG Procurement Form 002 (Rev. Nov. 17, 2005))

DRAKE C. DIAZ
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: **DEC. 03, 2020**
125 Murray Road Route 6 Maina, Guam 96910

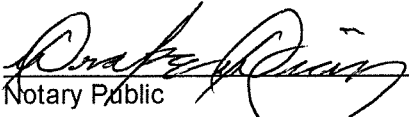
AFFIDAVIT

In and for Guam)
) ss
)

I, LISA LINEK, AN ACCOUNTING MANAGER EMPLOYED AT THE GUAM VISITORS BUREAU, DECLARE UNDER OATH THAT I INSTRUCTED GARRETT AGUON TO TAKE A LETTER DIRECTLY TO JJ GLOBAL ON THE AFTERNOON OF NOVEMBER 1, 2018. GARRETT RETURNED THE SIGNED ACKNOWLEDGEMENT TO ME UPON HIS RETURN BEFORE LEAVING FOR THE DAY. I FILED IT ALONG WITH A COPY OF THE LETTER IN REFERENCE IN THE PROCUREMENT BINDER FOR GVB IFB 2018-001 TUMON LANDSCAPE MAINTENANCE.

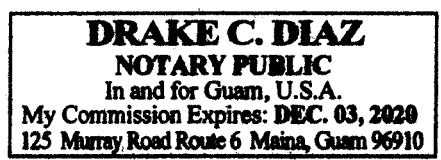
Date: 01/17/19 _____  _____

Subscribed and sworn to before me this 17TH day of JANUARY 2019.

 _____
Notary Public

My commission expires on DEC. 03, 2020

(AG Procurement Form 002 (Rev. Nov. 17, 2005))



VIII.

A Determination Required under 2 GAR §9101(e)

Not applicable

IX.

A Statement Indicating whether the Matter is the Subject of a Court Proceeding

This matter is not the subject of any proceeding in a court of law.