



The Honorable
EDDIE BAZA CALVO
Governor

The Honorable
RAY TENORIO
Lt. Governor



GLENN LEON GUERRERO

Director

FELIX C. BENAVENTE

Deputy Director

August 24, 2017

**Lease Financing For Design, Renovation, Rehabilitation, Construction and Maintenance of
Simon Sanchez High School**

PROJECT NO. 730-5-1057-L-YIG

ADDENDUM NO. 6

This addendum shall form a part of the IFB documents. Failure by any offeror to acknowledge receipt of this addendum shall be grounds for disqualifications.

- I. The amended Pages, Sections and Subsections of the IFB are attached in this Addendum No. 6. (Please see attached Exhibit "E").**
- II. The following are the Request for Information (RFI) by the prospective bidders:**

END OF ADDENDUM

FELIX C. BENAVENTE

REQUEST FOR INFORMATION

Project No.: 730-5-1057-L-YIG

CORE TECH INTERNATIONAL CORPORATION

RFI # 4.

(p. 97) “Gymnasium seating including floor” – please confirm that this means some of the 2,300 seating is intended to utilize temporary chairs arranged in the basketball court area.

Answer:

Confirmed as stipulated on the gymnasium specifications.

RFI # 5.

(p. 98) Are the sizes for the Table Tennis Room (3,000sf) and the Weight Room (3,500sf) correct?

Answer:

Amend Table Tennis specification dimension to 1,920sf.
Amend Weight Room specification dimension to 1,920sf.

RFI # 6.

Which dimensions are to be used for science classrooms, 32’x30’ (p.85) or 1,800 sf (p.105)?

Answer:

Amend Science Classroom Dimensions to 1,920sf.

Explanation: Science classrooms are 2 standard size classrooms (32’ x 30’) instructional + lab

RFI # 7.

Which dimensions are to be used for the various GCC classrooms, 32’x30’ (p.85) or as indicated on pages 106 – 109?

Answer:

Amend to follow the room dimensions identified for GCC CTE Classrooms on page 106 to 109 and disregard the room dimensions identified on page 85 for the GCC CTE Classrooms.

RFI # 8.

How many employees will be working at the school including teachers, administration, and staff?

Answer:

Currently 162 faculty/staff (111-teachers, 46-Support Staff, 5-admin) with a current student population of 1,900 with anticipation of increase when student population increases.

RFI # 9.

How many guest parking spaces are required?

Answer:

Minimum 20 stalls.

RFI # 10.

How many student parking spaces are required?

Answer:

150 stalls

RFI # 11.

Will the auditorium, gymnasium, and athletic facilities be used after hours by the public?

Answer:

Yes

RFI # 12.

(p. 78) Reference to Special Provisions, item 4. Time for Completion. states that *“it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the Notice to Proceed (NTP) and the design and construction shall be completed within Seven Hundred Thirty (730) calendar days after issuance of NTP complete and ready for use”* and (p.136) Section VI. Design and Construction sub section A. Design Phase states that *“DPW will issue Notice to Proceed (NTP) for the design of the project upon approval of Contract Agreement”*.

Please clarify and confirm if the time of completion of 730 calendar days of Design and Construction will commence upon issuance of Notice to proceed (NTP) which will be issued upon approval of Contract Agreement.

Answer:

Design and construction for this project is 730 calendar days.

- a. Design Phase is ninety (90) calendar days: NTP will be issued upon approval of Contract Agreement.
- b. Construction Phase is six hundred forty (640) calendar days NTP will be issued upon approval of the building permit.

RFI # 13.

(p. 137) Reference to Section VI. Design and Construction Phase, item 5. Design Submittal Schedule on page 137. Please provide number of calendar days for the Government review of 60%, 90% and 100% design submittals respectively?

Answer:

60% - 40 calendar days
90% - 40 calendar days
100% - 10 calendar days

RFI # 14.

(p. 119) SSHS Collateral Equipment Requirements, line item 2. Please confirm if “Student Chair” is combo, i.e. chair and desk in one.

Answer:

Student Desk and Chair are separate (non-Combo).

RFI # 15.

(p. 88) Additional Specifications...roof design to accommodate future installations of photovoltaic panels”. Please confirm that Photovoltaic is not part of the scope of work including any provisions.

Answer:

Photovoltaic is not part of the scope of work.

RFI # 16.

(p. 88) Reference to Lighting, “Incorporate design for the use of solar lighting”. Please confirm if the intent of the IFB is to use solar power lighting on parking area only.

Answer:

Solar power lighting is to be used on the parking area and to all corners and mid portions of the exterior part of the building.

RFI # 17.

Please define and explain the roles and responsibilities of the following:

- a. Contractor
- b. Contracting Officer
- c. Owner
- d. Proposer
- e. Financial Proposer
- f. Offeror
- g. Bidder

Answer:

- a. Contractor.- Amended Section 1(3) of Page 36, (See “**AMENDED PAGES, SECTIONS AND SUBSECTIONS**” attached hereto as **EXHIBIT “E”**).
- b. Contracting Officer –Amended Section 1(2) of Page 36 (See “**AMENDED PAGES, SECTIONS AND SUBSECTIONS**” attached hereto as **EXHIBIT “E”**).
- c. Owner – See Section 1(1) on Page 36 for definition.
- d. Proposer - Bidder
- e. Financial Proposer – Bidder
- f. Offeror – Bidder
- g. Bidder – same as d, e, f & g above

RFI # 18.

Please define “minority business enterprise” on p. 5 of the ITB.

Answer:

A minority-owned business is a for-profit enterprise, regardless of size, physically located in the United States or its trust territories, which is owned, operated and controlled by minority group members. "Minority group members" are United States citizens who are Asian, Black, Hispanic and Native American.

RFI # 19.

Item 9 competency of Bidders on p. 9 of the ITB: Please specify the documents that will be submitted as evidence of “sufficient experience.” The ITB states “[t]he Contractor must submit for review the following “**statements**” together with their bids. Please identify the specific documents required for Items (d) through (i).

Answer:

It is incumbent upon contractor to determine and submit such documentation and statement that it believes establishes or documents that it is sufficiently experienced to complete the project. Documents evincing sufficient experience, resources and financing capability to satisfactorily complete the project and maintain insurance and capital maintenance for the school during the lease-term.

RFI # 20.

Item 2 on p. 25 of the ITB refers to “The proposal for the solicitation “identified above”.... This section needs to be amended as there is no proposal identified.

Answer:

Remove page 25 in its entirety and replace with the amended page attached hereto as

EXHIBIT "A".

RFI # 21.

The form of the performance and payment bonds are not attached (see, pp. 36 and 43).

Answer:

Copies of the form performance and payment bonds are attached hereto as **EXHIBIT "B"**

RFI # 22.

Section 5 & 7 of the ITB on p. 40 assumes the Government will provide drawings. As this is a design build project, the contractor's designer will be producing drawings. Please clarify.

Answer:

Contractor's designer is responsible for preparing additional drawings and specifications. These items will be prepared as part of the design phase of the project.

RFI # 23.

As there are no labor unions on Guam for the construction industry, please amend Section 7(c) on p. 46 of the ITB.

Answer:

See amended Section 7(c) of Page 46 (See **"AMENDED PAGES, SECTIONS AND SUBSECTIONS"** attached hereto as **EXHIBIT "E"**).

RFI # 24.

Please specify coverage, deductible and period of coverage required for "owner's protective liability insurance" in Section 11(d) on p. 49 of the ITB.

Answer:

Owner's protective liability insurance coverage shall be 100% during the duration of the construction. Refer to page 48 & 49 of Section 11 (c) Sub-section (1) & (2).

RFI # 25.

Please specify the coverage that will be "acceptable" to the Owner under Section 11(e) Fire insurance requirement on p. 49 of the ITB.

Answer:

Fire insurance requirement coverage shall be 100% during the duration of the construction. Refer to page 48 & 49 of Section 11 (c) Sub-section (1) & (2).

RFI # 26.

Please confirm the Schedule of Values in Section VIII.5. at p. 68 of the ITB will not be required as this is a design build contract with financing and leaseback arrangement.

Answer:

Schedule of Values is required.

RFI # 27.

Please confirm if a Guam Contractor's License is a type of Guam Service License referred to in Section VIII.6 at p. 68 of the ITB?

Answer:

This confirms that a Guam Contractor's License is a type of Guam Service License VIII of the ITB.

RFI # 28.

Please define "Resident Commissioner" in Section IV.1 on p. 73 of the ITB.

Answer:

All individuals participating in this procurement shall adhere to the standards set forth in the Ethics in Public Contracting of the Guam Procurement Law. See Article 11 of Chapter 5 of Title 5 of the Guam Code Annotated and Chapter 11 of Division 4 of Title 2 of the Guam Administrative Rules and Regulations. (See "AMENDED PAGES, SECTIONS AND SUBSECTIONS" attached hereto as EXHIBIT "E".

RFI # 29.

Please confirm Subsection "B" was intentionally omitted on p. 83 of the ITB.

Answer:

Typo error. Subsection "C" was supposed to be Subsection "B".

RFI # 30.

Please confirm if the Government intends to exclude a CCTV system and wireless internet and server system from the Collateral Equipment Requirements?

Answer:

CCTV and wireless internet and server system is to be included.

RFI # 31.

Please define "PS&E" in Section VI.A.2 on p. 136 – A.2?

Answer:

PS&E stands for the Plans, Specifications and Engineering.

RFI # 32.

The Instructions to Bidders, Section 9.i at p. 11 of the ITB requires the Contractor to submit "Record of past performance of government contracts including record of default and nonpayment of obligations."

a. Please confirm whether "record of default" includes defaults alleged by the of obligations" refers to payments by government that are disputed by the Contractor and for which there has not been a final adjudication through Guam courts, including all

appeals.

Answer:

Record of Default includes but is not limited to written Determinations made by DPW or the Procurement Officer. Nonpayment of obligations means payments by Contractor to vendors and subcontractors. All disputes must be disclosed with a statement on the final or pending status.

b. Please confirm whether “nonpayment Government to Contractor or Contractor to vendors and subcontractors?”

Answer:

Contractor to vendors and subcontractors.

RFI # 33.

Please confirm whether under the Instructions to Bidders, Section 9(k) at p. 11, the “Financial Resources” bidders are to submit financials statements, i.e., Balance Sheet and Income Statement, and whether the financial statements should be audited.

Answer:

Confirmed, financial statements must be audited

RFI # 34.

Please confirm whether the Government is seeking a surety company to certify that bidder has the bonding capacity under Instructions to Bidders, Section 9(k)(5) at p. 11 of the ITB, instead of a Certified Public Accountant.

Answer:

Confirmed.

RFI # 35.

Referring to bullet point No. 3 on p. 14 of the ITB, please define and give examples what types of “undesirable, inconsequential, or inconsistent provisions of this ITB” if waived, will not have significant impact on any proposal.

Answer:

See 2 GAR Div. 4 Section 3109

RFI # 36.

With respect to the Bid Price Form on p. 16 of the ITB, reference is made in the first paragraph regarding the project, and that work shall be performed “in accordance with the drawings, specifications and other contract documents prepared by the Department of Public Works...” Please confirm that DPW will not be preparing drawings or design specifications as this is a design-build project.

Answer:

Correct. Contractor will be preparing drawings and shall be approved by the Government. (See amended pages

RFI # 37.

Title 5 GCA § 58D103(1), as amended by Public Law 34-19 §2, defines “responsive offer” as follows:

Responsive offer shall mean an offer that conforms, at bid opening, in all material respects to the solicitation. A responsive offer is an offer that unconditionally undertakes to provide the education facility the government intends to acquire as specified in the solicitation, and only on contract terms and conditions as are materially consistent with those specified in the solicitation, and that includes a complete breakdown of the project cost to include, at a minimum: (1) hard construction costs; (2) soft costs including management, development, and other related project fees; and (3) the annual lease payment schedule identifying any financing, insurance, and maintenance costs and terms. Nowhere in the Bid Form at pp. 16-18 does it include a breakdown of soft construction cost covering managing, development, insurance and other related project fees, and the annual lease payment schedule identifying any financing and insurance cost and terms. Please confirm if the Bid Form will be amended to comply with § 58D103(1).

Answer:

Remove page 16 to 19 (Bid Form) of the IFB in its entirety and replace with the amended pages attached hereto as EXHIBIT “C”.

RFI # 38.

Regarding the Item 4, Capital Maintenance and Janitorial Cost of the Base Bid No. 1 at p. 18 of the ITB, should the amount be an annual amount or 30year lump sum?

Answer:

Capital Maintenance and Janitorial Cost for the school facility’s base bid should be an annual amount. GDOE is responsible for Capital Maintenance on the furniture and equipment.

RFI # 39.

Regarding Item 4, Capital Maintenance, please provide the scope of work and supplies required for the capital maintenance.

Answer:

Reference Page 122 to 130 (SSHS BUILDING MAINTENANCE SCOPE OF WORK)

RFI # 40.

Insurance cost is not included in the breakdown in Base Bid No. 1 at p. 18 of the ITB. Please provide insurance requirements such as deductible, type of perils coverage required i.e., typhoon, earthquake, vandalism, etc.

Answer:

Insurance requirements should be devolved by the bidder to protect asset.

RFI # 41.

Regarding the issue of the lowest annual lease back rate:

- a. Will the Government require an annual lease payment schedule as mandated by 5 GCA §58D103(l)?

Answer:

Yes, this procurement is governed by Chapter 58D of Title 5 of the Guam Code Annotated as amended by PL 34-19.

- b. Is the Lease Back Rate for a fixed thirty (30) year term referenced in p. 18 of the ITB the annual lease payment amount *or* is it an interest rate?

Answer:

The Lease Back Rate is the annual lease payment amount, NOT the interest rate.

To illustrate, the annual lease payment amount versus interest rate does not provide the same result.

Description	Lowest	Bidder A	Bidder B	Bidder C
Bid Amount	Bidder A	70,000,000.00	75,000,000.00	80,000,000.00
Interest Rate	Bidder C	4.00%	3.25%	3.00%
Annual Payment	Bidder B	\$4,010,288.48	\$3,916,856.87	\$4,047,398.72
30 Years	Bidder B	20,308,654.46	17,505,706.15	21,421,961.71

- c. Is the intent of the Government to get the lowest cost for the entire 30 lease period, which shall include the cost of the bond financing over 30 years (not the annual payment), insurance cost over the 30 year period from annual budget, and maintenance cost for 30 years appropriated from annual budget?

Answer:

As per PL 34-19, the award of the contract will be based upon a responsive offer submitted by a responsible offeror that is responsive to the solicitation and offers the lowest annual leaseback rate to the Government of Guam for a fixed 30 years. As it applied to your table above, the proposal submitted by Bidder B would be awarded the contract.

- d. Is the intent of the Government to solicit the insurance outside of this bid?

Answer:

No, the contractor's price must include the provision of insurance.

RFI # 42.

Section VIII.14 (Payments to Contractor) at p. 72 of the ITB states that the “Owner” (the Government”) will make partial payment, final payment and the like to Contractor. How will this operate with respect to the fixed leaseback payments?

Answer:

See 58D106 no payment by the government shall be made until and unless the entire education facility has received a full occupancy permit and DOE accepts the project.

RFI # 43.

How will “Owner” (the Government) handle change orders, equitable adjustments, liquidated damages, termination for convenience and the like given the fixed leaseback payments?

Answer:

Clauses are contained in the ITB with regard to the construction phase. Lease back payments commence as provided in answer #42.

RFI # 44.

As the ITB is unclear, can the Government provide a flow chart showing flow of funds, both financed funds and leaseback rents?

Answer:

See flow chart attached hereto as EXHIBIT “D”

RFI # 45.

With respect to the selection committee which determines whether a proposer is responsible, Items 3 (Competency of Bidders) & 4 (Financial Requirements) provided in the table on p. 14 do not explicitly state the standards that need to be met in Section 9 and the General Statement of works (Financing Scope of Works) on p. 10 & 11 of the ITB. Will the Government provide the selection committee with a clear list of the specific standards of responsibility and non-responsiveness for Items 3 and 4 in this table?

Answer:

No

RFI # 46.

Section 2 (Time of Completion) of the Instructions to Bidders on p. 8 of the ITB states that the “design phase of the Project shall be completed within Seven Hundred Thirty (730) calendar days of DPW’s issuance of a Notice to Proceed (“NTP”). The renovation and/or construction phase and demolition/restoration of the designated existing SSHS structures of the Project shall be completed within Seven Hundred Thirty (730) calendar days of the NTP.”

a. The NTP is referenced in four different parts of the ITB: **p. 8** (NTP for renovation and/or construction phase shall be completed within 730 days), **p. 78** (the design and

construction shall be completed 730 calendar days after issuance of NTP complete and ready for use) p.136 (NTP for the design of the Project will be issued upon approval of Contract Agreement) and p. 137 (design and construction period is 730 calendar days). Please amend the ITB so the completion deadline is consistent.

Answer:

See response to RFI #12.

b. Please confirm if there will be an NTP for design work and a later NTP for construction work.

Answer:

See response to RFI # 12

c. Please confirm whether the NTP for construction work (assuming a separate NTP will be issued for construction work) will be issued after the issuance of the Building Permit and not at the time of approval of Contract Agreement.

Answer:

See response to RFI # 12

RFI # 47.

In the Instruction to Bidders, §3(c) "Contract Documents" at p. 9 of the ITB, included in the list of Contract Documents as item 7 are the "Lease Agreement, Maintenance Agreement, Ground Lease, and Project Development Agreement." None of these documents were provided in the ITB, and there is no detailed discussion of these agreements in the ITB. Please provide drafts of the Lease Agreement, Maintenance Agreement, Ground Lease and Project Development Agreement.

Answer:

No draft, not available at this time.

RFI # 48.

We note further that Section V.1.4.3 of the General Statement of Work ("Financing Scope of Work") at p. 133-134 of the ITB, requires submission by "proposers" regarding financial and lease terms which includes a "preliminary term sheet or similar format outlining the terms and conditions of the proposed lease agreement including interest rates." Although some of the lease requirements are set out in Section V.1.5., Scope of Work at p. 135-136, the Financing Scope of Work does not contain the lease agreement.

Answer:

Correct, the Financing Scope of Work does not contain the lease agreement. See RFI response #47. Bidder is required to submit a bid pursuant to the terms contained in the Financing Scope of Work.

RFI # 49.

Section V.1.5.9 of the Financing Scope of Work at p. 136 of the ITB mentions "discussions" with the proposer[s] after the qualifying of proposers, as was the case when the solicitation was in the form of requests for proposals, stating that "[o]nly after the qualifying of the proposals will discussions begin." Section V.1.5.10 directs that "[t]he basis for the negotiations will be the leaseback program proposed by the highest rated proposer based on the evaluation." Because this procurement is not in the form of request for proposals, but, a sealed bid procedure with the bids being opened on the due date, please confirm there will be no discussions or negotiations with individual proposers regarding their respective proposal or price, except for discussions at the preliminary conference or other DPW sanctioned pre-bid meetings where all proposers are invited to attend.

Answer:

Confirmed, no further negotiations on leaseback rate will occur once we confirm contractor is responsive and responsible.

RFI # 50.

Title 5 GCA § 58D105, as amended by Public Law 34-19 §3, directs that "[t]he award of the contract *shall* be based upon a responsive offer submitted by a responsible offeror that is responsive to the solicitation and offers the lowest annual leaseback rate to the government of Guam for a fixed thirty (30) year term." Please confirm if §V.1.6 of the Financing Scope of Work at p. 136 which directs that the award of the contract will be to the responsive and responsible offeror that "offers the lowest annual leaseback rate" will be based on a 30 year fixed term?

Answer:

Confirmed.

RFI # 51.

Because the offer with the lowest annual leaseback rate should be ascertainable from the face of the bids once they are opened, please confirm that after the opening of the sealed bid, the selection will be based on the lowest annual leaseback rate *only* from a responsive and responsible offeror, please confirm that there will not be any discussions or negotiations with any of the bidders prior to or after opening of the sealed bids.

Answer:

Confirmed

RFI # 52.

Section 8.a. of the Instructions to Bidders at p. 10 of the ITB states that if the "base bid", which is not otherwise defined, "is within the amount of funds available to finance the design (inclusive of the CCIP), construction contract, demolition and removal of the existing SSHS designated facilities, restoration of grounds as agreed to and insurance and maintenance of the new school, *contract award will be made to that responsible bidder submitting the low base bid.*" (Emphasis added).

Answer:

Award of the contract shall be based upon a responsive offer submitted by a responsible offeror that is responsive to the solicitation and offers the lowest annual leaseback rate to the government of Guam for a fixed thirty (30) year term. See 5 GCA 58D105.

a. Please confirm whether the “base bid” is the amount that is the “Total lump sum cost for Base Bid No. 1, as per plan and the general statement of work complete and ready for use” as stated on p. 18 of the ITB.

Answer:

Confirmed.

b. If the response to Question 36.a is “yes”, will the Base Bid No. 1 Form be amended to include the following additional items such as: CCIP, insurance, and financing related expenses.

Answer:

Yes, insurance and financing related expenses

c. Title 5 GCA § 58D105 requires an award to the responsive and responsible offeror offering the "lowest annual leaseback rate, while Section 8.a directs that the contract will be awarded to the responsible bidder submitting the "lowest base bid." Because the provisions in Section 8.a. are inconsistent with the requirement in 5 GCA §58D105 that the contract be awarded to the offeror offering the lowest annual leaseback rate, will DPW modify the ITB so that the conditions for award are consistent with §58D105?

Answer:

See Amended Pages, Sections and Subsections attached hereto.

RFI # 53.

Section 8.b. of the Instructions to Bidders at p. 10 refers to “additive bids” and provides that “[i]f a base bid is within the amount of funds available to finance the Project, and the Owner wishes to accept additive bid, contract award will be made to the responsible bidder submitting *the low combined bid*, consisting of the base bid plus additive bids (applied in the numerical order as read on the bid form) that *offers the lowest annual leaseback rate to the government of Guam for a fixed Thirty (30) year term.*” (Emphasis added).

a. Please define or identify the items that will be considered “additive bids.”

Answer:

See Amended Section 8, Page 10 on “**AMENDED PAGES, SECTIONS AND SUBSECTIONS**” attached hereto as **EXHIBIT “E”**.

b. Section 8.a. on p. 16 refers only to the "low base bid," while § 8.b. states that the

"low combined bid" and "lowest annual leaseback rate" are the criterion for determining the award. Please confirm how and whether these provisions comply with 5 GCA § 58D105, the requirement that the award be made to the responsible and responsive bidder that offers the lowest annual lease back rate.

Answer:

Award will be based upon a responsive offer submitted by a responsible offeror that is responsive to the solicitation and offers the lowest annual leaseback rate to the government of Guam for a fixed thirty (30) year term. See 5 GCA § 58D10.

RFI # 54.

How does the Government intend to apply or reconcile the different standards in Section 8 of the Instructions at p. 10 of the ITB, and Section V.1.6.1 of the Scope of Work, the inclusion of "lowest base bid" or "low combined bid" in the award criteria in Section 8 of the Instructions, with the requirement in § 58D105 that the contract be awarded to the responsible and responsive bidder that offers the "lowest annual leaseback rate"?

Answer:

See Amended Section 8, Page 10 on **"AMENDED PAGES, SECTIONS AND SUBSECTIONS"** attached hereto as **EXHIBIT "E"**.

RFI # 55.

With respect to the §58D105's general requirement that the contract be awarded to the bidder submitting the lowest annual leaseback rate, is the Government's intention that the contract be awarded to the bidder offering the lowest total cost over the thirty year leaseback period? In other words, if the cost of construction based on the bidder's "base bid" is not the determining factor and that the "leaseback rate" is, does this mean that the cost of the construction ("base bid") need not be the lowest in order for the contract to be awarded to that bidder, and the bid award will be based on whether or not that bid offered the lowest "leaseback rate."

Answer:

See response to #41 & #53.

RFI # 56.

General Conditions I.2 defines "Contracting Officer" at p. 36 is a definition of "Contractor" Section I.3 contains a shorter definition of "Contractor." Please confirm if the definitions of "Contracting Officer and "Contracter in §§ I.2 and I.3 will be amended.

Answer:

See Contracting Officer definition on RFI #17.

RFI # 57.

Page 2 of Form E, the Declaration Re Compliance with U.S. DOL Wage Determination is missing page 2.

Answer:

See Latest US DOL Wage Rate Determination pages 142-151 or visit <http://www.wdol.gov/wdol/scafiles/std/05-2147.text>

RFI # 58.

Section I.2 of the General Conditions at p. 36 of the ITB states the “contractor may cooperate with another entity or entities in any manner the contractor deems appropriate to provide for the financing, design renovation, construction or maintenance of SSHS.”

a. Please define the term “cooperate”.

Answer:

See 5 GCA 58D103(d)

b. Will the contractor be required to disclose the name and responsibilities of the other “entity” or “entities”?

Answer:

Yes, in order to confirm contractor’s ability to deliver the project, a list of other entities must be disclosed. However, subcontractor are subject to prior approval by the government.

c. Does the other “entity” or “entities” need to meet the qualifications of this ITB, including the standards for responsibility?

Answer:

No. ITB qualification and requirements would apply to primary contractor only. However, subcontractors are subject to prior approval by the government.

RFI # 59.

Section I.3. of the General Conditions at p. 36 states that the term Contractor means the parties or parties who have entered “into a contract with the Government of Guam to perform the work herein contemplated or his or their authorized assignee.”

a. Under what authority and circumstances will the Contractor be permitted to assign the contract?

Answer:

The new assignee must meet ITB requirements and must be approved by GovGuam via a written contract amendment. Subject to the governor’s approval

b. Which contract(s) can be assigned and will Government consent be required.

Answer:

More than likely all contracts with the government will have an assignment provision and all subject to the governor's approval

c. Can the contract(s) be assigned in whole or in part?

Answer:

See #6 p.46

d. Who is authorized to consent or approve the assignment?

Answer:

GovGuam approving authority includes the Governor, DOE, DPW, GEDA and the Attorney General.

RFI # 60.

Section III.8(b) at p. 43 of the ITB states the "Owner also reserves the right to accept any item in the bid and to reject any item in the bid unless otherwise specified by the Owner."

a. Please clarify whether the reference to the "bid" in this section is to the Base Bid items and/or the additive bids?

Answer:

Confirmed Base Bid Item.

b. Will the Owner be allowed to accept or reject "bid" items after opening of the sealed bids?

Answer:

See 2 GAR Div 4 Section 3109

c. Will the Owner be allowed to accept or reject "bid" items before opening of the sealed bids?

If so, will all bidders be notified in writing which bid items are accepted or rejected at the same time?

Answer:

See 2 GAR Div 4 Section 3109

d. Will the Owner be allowed to accept items from different bidders? In other words, split up the work between two or more bidders.

Answer:

No, as the law restricts the award of the contract to be based upon a responsive offer submitted by a responsible offeror that is responsive to the solicitation and offers the lowest annual leaseback rate to the government of Guam for a fixed thirty (30) year term See 5 GCA 58D105.

RFI # 61.

Section III.8 at p. 43 of the ITB does not require the surety company be U.S. Treasury rated. Is the Government requiring U.S. Treasury rated surety?

Answer:

No, US Treasury Rated surety is not a requirement.

RFI # 62.

Section IV.5 at p. 45 – 46 of the ITB permits the bidder to sublet “part of the work.” Please explain whether the terms “sublet” and “subletting” are to be used interchangeably in this ITB with the terms “subcontract” and “subcontracting.”

Answer:

Yes.

RFI # 63.

Section IV. 6 at p. 46 of the ITB states that Contractor “shall not assign the whole or any part of this contract or any monies due or become due hereunder without the written consent of the Owner and of all the sureties executing any bonds on behalf of the Contract in connection with said contract.”

a. Does this mean the Contractor may assign the performance and obligations of part or all of the Contract?

Answer:

Yes

b. Which contracts are covered under this subsection?

Answer:

All contracts between the government and contractor.

c. Under what circumstances will the Contractor be allowed to assign in whole or a part of the contract?

Answer:

If an assignment or subcontract is deemed acceptable Contractor will be required, among other items, to guarantee assignee's performance.

d. How will the Government prevent circumvention of the ITB bidder responsibility requirements by an awardee who assigns the contract to a party which did not qualify under the ITB?

Answer:

See IFB #6 Page 46

e. Who is person in the Government that can approve the assignment?

Answer:

Technically the Contracting Officer has the authority to consent or approve an assignment, with the written approval of the Attorney General and Governor of Guam. It is the intent of the Contracting Officer to confer with the Selection Committee on any proposed assignment or subcontract.

- f. What standards or requirements will be required for the Government to approve the assignment?

Answer:

See IFB #6 Page 46

- g. Will the person with the authority to approve the assignment have unfettered discretion?

Answer:

The governor's approval may only be limited by lawful authority

RFI # 64

Section VII.5(b)(4)(a) at p. 65 of the ITB: Would the Government agree to insert "other territorial *or federal* entity in either a sovereign or federal capacity...."

Answer:

No

RFI # 65.

Regarding the Liquidated Damages provision in Section 5 at p. 78 of the ITB:

- a. Is the meaning of the term "contract value" the remaining amount or value of the construction contract?

Answer:

Contract value is the remaining amount or value of the construction contract.

- b. Will the Government agree to reduce the liquidated damages from .25% of the contract value to a lesser amount or a fixed sum?

Answer:

No.

RFI # 66.

Section V.1.1.5 at page 132 of the ITB: one of the minimum criteria is that the "Proposer shall be a Developer, Contractor or Finance Company who may be subject to Guam Licensing laws, however, must be licensed to do business within the Guam prior to the submission of the proposal." Is the Proposer the bidder?

Answer:

Yes, proposer is bidder.

RFI # 67.

Section V.1.5 at p. 134 of the ITB provides that the “Government of Guam through the Department of Education shall pay the Developer or Finance Company on an annual basis for all lease payments due in accordance to [sic] the terms of the contract.” Please clarify which contract is referred to in this section and provide a copy of the contract.

Answer:

Confirmed, the Lease Agreement

RFI # 68.

Is the WD 05-2147 Latest Wage Rate Determination on pp. 142 – 149 of the ITB for construction period or maintenance period of 30 years?

Answer:

Yes, both and subject to the latest wage rate determination in effect during that period see 5 GCA 5801 and 5802

a. Will this provision apply to the subcontractor hired by the Contractor for the maintenance of the facility when there is no direct contract between the Government and the contractor’s subcontractor?

Answer:

Yes

RFI # 69.

Please confirm if prospective proposers need to enclose a CD copy of the bid proposal?

Answer:

Yes

GUAM EDUCATIONAL FACILITIES FOUNDATION (GEFF)

The purpose of this letter is to transmit our initial questions and to seek clarifications to the above referenced IFB. As you will note from several of the questions we want to clarify the available revenues and other financial resources to fund the new SSHS as it is proposed in the IFB. Our initial analysis of the IFB square footage requirements indicate that this building will be in excess of 350,000 square feet or 50% larger than JFK or Okkodo High School. As proposed the financial resources required to fund SSHS may adversely impact the available funds for the balance of the CCIP. With that editorial our questions are as follows:

RFI # 1.

The Bid Form asks for Annual Lease Back Rate for a Fixed Thirty (30) year Term. Section 1.6.1 Contract Requirement stipulates that the Basis of Award will be the Offeror that provides the lowest annual leaseback rate. Does the Lease Back Rate supersede the Bid Price?

Answer:

Yes, the award will be made to the most responsive and responsible contractor who provides the lowest annual leaseback rate.

RFI # 2.

Under Section 1.2 it says that Rental Payments under the lease may be secured by a pledge of TEFF or other reservation of revenues. Are Rental Payments limited to the available revenue under section 22425(q)(4) and (6) of PL32-120 or will other revenue be available as suggested? Can you confirm the amount of funds available to finance the design, construction etc of SSHS as referenced on page 10, No.8, Method of Award (a.)?

Answer:

As per PL 32-120, only the amount identified from the TEFF will be available to service the lease payment.

RFI # 3.

How will the Selection Committee determine the Competency of Bidders? Will they consider the historical jobs performed for GovGuam by the Bidder such as whether the jobs were finished on time and on budget and whether or not any Liquidated Damages have been accessed?

Answer:

The Competency of Bidders will be based on the factors set forth in Paragraph 9 of the IFB and other listed legal requirements. Paragraph 9 recites that a Bidders work on other GovGuam projects will be considered by the Selection Committee.

RFI # 4.

Will a bid that varies from the New Simon Sanchez High School Specifications but fully meets the program and enrollment requirements in a more efficient and less expensive manner be considered responsive?

Answer:

No See 5 GCA 58D103(1)

RFI # 5.

Do the Bonds have to be issued by a Treasury listed surety?

Answer:

No

RFI # 6.

The financing of this project is dependent on current financial market conditions which can not be confirmed until closing and are beyond the control of the bidder. Will a Bid Bond that covers construction and equipment costs subject to current financial market conditions at closing be considered responsive?

Answer:

The bid bond is 15% of the total bid amount for which an award can be made. In other words, it is 15% of the annual lease-back rate. Therefore, yes bid bond that covers construction and equipment costs subject to financial market conditions at closing would be considered response since the bid bond amount is determined by the annual lease-back rate. As such, the government reserves the right to require an adjustment based on financial closing.

RFI # 7.

Typically a Payment and Performance Bond covers only construction costs please confirm that the Payment and Performance Bond will cover construction costs and is not required where the Bond serves no purpose such as for Architectural and Engineering Fees and collateral equipment?

Answer:

While typically a payment and performance bond in a construction project covers construction costs, this project includes A&E work and collateral equipment and therefore serves a purpose with the bond.

RFI # 8.

How many meals will the kitchen be expected to,serve?

Answer:

Simon Sanchez currently prepares 4,000 meals, 1,500 are served between SSHS (700) and FBLG (800) with the balance of 2,500 are served at the satellite schools FBLG Middle, Upi Elementary, Adacao Elementary, and Benevente middle.

RFI # 9.

The Design Period is specified as 90 days. What are the consequences if the design period takes longer?

Answer:

See #5 page 63

RFI # 10.

The bids will be turned in and opened at 2:00 pm August 30, 2017. When will the Selection Committee review the bids to determine if the bidder is qualified? What will the Selection Committee look at to determine if a bidder is qualified? Will performance on contracts with GovGuam be considered?

Answer:

Selection committee will review bids soon thereafter bid opening. Criteria set forth in the ITB will be used to determine qualification such as #1.1 of page 131. Performance on contracts with the government will be considered. However, evaluation of qualifications will not determine whether one bidder's item is superior to another but only to determine that a bidder's offering is acceptable as set forth in the ITB.

RFI # 11.

What will the Selection Committee consider in determining that a Bid is responsive? Will there be any steps taken to analyze quality of materials and equipment? How will the Selection Committee determine that the Bidder can perform as specified?

Answer:

See 5 GCA 58D103(l) and (m) defining responsive offer and response respectively. See answer #10 in response to the remaining questions.

RFI # 12.

In General Conditions, Contract Documents consist of the Agreement, approved drawings and specifications. Does the Agreement refer to the Lease between Gov Guam and the Contractor?

Answer:

No

RFI # 13.

General Conditions 11.3.(4) says that the Contractor will be furnished additional instructions and detailed drawings. Who will prepare those drawings and when are they likely to be issued?

Answer:

Contractor is responsible for preparing additional drawings and specifications. These items will be prepared as part of the design phase of the project. The

government will provide additional instructions as needed.

RFI # 14.

There are no detailed specifications for material such as roofing material, air conditioning equipment, plumbing fixtures, floor coverings, collateral equipment and other materials. Does that mean for the Contractor to be competitive they must choose the cheapest materials without regard to life cycle costs?

Answer:

Roofing material, air conditioning equipment, plumbing fixtures, floor coverings and other materials are required to meet industry standards based on applicable building codes as adopted and applicable Guam Laws and Regulations.

RFI # 15.

The proposed specifications suggest square footage that is not consistent with the standard space requirements of a high school designed for 2300 enrollment. How will these inconsistencies be resolved and when? For example, the specifications outlined in the IFB results in a building that is in excess of 350,000 square feet which will provide 152 square feet per student almost double the square foot per student at JFK. JFK's total square footage for 2,700 students was approximately 232,000 sq. ft. approximately 85 square feet per student and Okkodo and expansion have 207,000 square feet serving 2,000 students approximately 103 square feet per student. Will DPW consider alternative designs based upon Best Practices for 21st Century Education to provide a more flexible and efficient design?

Answer:

Bidder to follow specifications as stated in the IFB.

DOE Explanation:

No standard space requirements exist in classroom dimensions and the basis of examples expressed is of best practices and not standards which are speculative. The assumptions made in the square footage comparisons of JFK and Okkodo unfairly fails to recognize Southern and GW High School that have average common classroom sizes of 960 square feet (32' x 30') which is being sought for the new Simon Sanchez High. The examples of square footage mentioned in the two schools failed to realize the limitations of classroom settings for instructional teaching aids, exhibits, and teacher access behind the class for observation.

RFI # 16.

Will the Selection Committee consider Additive Bids that decrease costs provided the resulting design is still sufficient to meet the enrollment and other requirements?

Answer:

No

RFI # 17.

General Conditions VIII 11.(Alternative A) lists the conditions that differing site conditions can impact the price. Please confirm that site conditions cannot be used as a reason to change the price.

Answer:

This is not correct. General Conditions VIII 11 (Alternative A), Subsection 2, provides for an adjustment for price if site conditions materially differ and cause an increase in contractor's cost of, or time for performance. See Amended Section 11, Page 69 on **“AMENDED PAGES, SECTIONS AND SUBSECTIONS”** attached hereto as **EXHIBIT “E”**

EXHIBIT "B"

PERFORMANCE AND PAYMENT BONDS

KNOW ALL MEN BY THESE PRESENTS that _____
(Name of Contractor)

hereinafter called the Contractor and _____
(Name of Surety)

a corporation duly organized under the laws of the State of _____
and authorized to transact business in Guam, as Surety, are held and firmly bound unto the
Government of Guam, as obligee, hereinafter called the Government for use and benefit of
claimants as herein below defined, in the amount of
_____ Dollars (\$ _____) for the
payment whereof the Contractor and Surety bind themselves, their heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has by written Agreement dated _____, 2017
entered into a Contract with the Government for the **“Lease Financing For Design,
Renovation, Rehabilitation, Construction and Maintenance of Simon Sanchez High School;
PROJECT NO. 730-5-1057-L-YIG”** in accordance with Drawings and Specifications prepared
by the Department of Public Works, which Contract is by reference made a part hereof, and is
hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the
Contractor shall promptly and faithfully perform said Contract, and shall promptly make
payment to all claimants as hereinafter defined for all labor and material used or reasonably
required for use in the performance of the Contract, then this obligation shall be void; otherwise
it shall remain in full force and effect, subject, however, to the following conditions:

- A. The Surety hereby waives notice of any alteration or extension of the time made by the
Government provided the same is within the scope of the Contract.

- B. Whenever Contractor shall be and is declared in default by the Government to be in default under the Contract, the Government having performed territorial obligations thereunder, the Surety may promptly remedy the default or shall promptly:
1. Complete the Contract in accordance with its terms and conditions; or
 2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Government and the Surety of the lowest responsive, responsible bidder, arrange for a Contract between such bidder and the Government, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less than balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph shall mean the total amount payable by the Government to Contractor under the Contract and any amendments thereto, less the amount properly paid by the Government to Contractor. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Government or successors of the Government.
- C. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- D. The above-named Contractor and Surety hereby jointly and severally agree with the Government that every claimant as herein defined, who has not been paid in full before the expiration of a period of forty five (45) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for use of such claimant, prosecute the suit to final

judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Government shall not be liable for the payment of any costs or expenses of any such suit.

E. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following:

The Contractor, the Government, or the Surety above named, within forty five (45) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be personally served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor at any place the principal maintains an office or conducts its business.

2. After the expiration of one (1) year following the date on which the last of the labor was performed or material was supplied by the party bringing suit.
3. Other than in a court of competent jurisdiction in and for the Territory of Guam.

F. The amount of the payment bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

SIGNED AND SEALED THIS _____ day of _____, 2017, A.D.

IN THE PRESENCE OF:

(Note: If the Principals are Partners, each must execute the Bond)

(WITNESS)

(CONTRACTOR) (SEAL)

(TITLE)

(MAJOR OFFICER OF SURETY)

(MAJOR OFFICER OF SURETY)

(TITLE)

(TITLE)

(RESIDENT GENERAL AGENT)

BID PRICE FORM

Date: _____

To: Director of Public Works
Government of Guam
542 North Marine Drive
Tamuning, GU 96913

Gentlemen:

The undersigned (hereafter called the Bidder), a

(Corporation, Partnership or Individual)

organized and/or licensed to do business under the laws of Guam, hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the Department of Education **"Lease Financing for Design, Renovation, Rehabilitation, Construction and Maintenance of Simon Sanchez High School; Project no. 730-5-1057-L-YIG"** all in accordance with the drawings, specifications and other contract documents prepared by the Department of Public Works with an **Annual Lease Back Rate for a Fixed Thirty (30) Year Term** for the base bid sum of;

_____ (\$ _____) 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 breakdown of the **hard construction cost and soft cost** bid form attached hereto for the sum of:

_____ (\$ _____)

The undersigned has examined the location of the proposed work, the drawings, specifications and other contract documents and is familiar with the local conditions at the place where the work is to be performed.

The bid security attached, without endorsement, in the sum of not less than fifteen percent (15%) of the total amount of the bid, is furnished to the Government as a guarantee that the contract will be executed and a performance and payment bond furnished within fifteen (15) calendar days after the acceptance of the bid of the undersigned. In the event that the undersigned bidder shall fail to execute the contract and furnish a satisfactory performance and payment bond under the conditions and within the time specified in this bid, the bid security shall be forfeited as liquidated damages for the delay and additional work and costs caused thereby in obtaining another bidder, said 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 and payment bond in an amount equal to one hundred percent (100%) of the contract amount within fifteen (15) working days after receipt of such notice.

I. BASE BID

FINANCING:

Annual Lease Back Rate for a Fixed Thirty (30) Year Term for the sum of:

_____ \$ _____

II HARD COST BREAKDOWN

Item No.	Description	Quantity	Unit Cost	Total Cost
1.	Construction Cost complete and ready for use as stated on General Statement of Work. (See New SSHS Specifications Attachment)			
	A. Main Building (Courtyard, Stage Area, Classrooms, Restrooms, etc.)	LS		
	B. Auditorium	LS		
	C. Fine Arts Classrooms	LS		
	D. Admin Building & Library	LS		
	E. Cafeteria	LS		
	F. JROTC Building	LS		
	G. Gymnasium	LS		
	H. Multi Purpose Room	LS		
	I. Sports Facilities (Tennis Courts, Softball Field, Baseball Field, Football/Soccer Track Field)	LS		
	J. Off-site & On-site improvements; to include new access road, sidewalks, student/staff /visitor/event parking, bus staging area/drop off area plus all other ground improvement required.	LS		
	K. Demolition and Disposal	LS		
2.	Collateral Equipment as stated on DOE Requirements. (See New SSHS Specifications Attachment on General Statement of Work)	LS		
3.	Capital Maintenance & Janitorial Cost as stated on General Statement of Work. (See New SSHS Specifications Attachment on General Statement of Work)	LS		

Total lump sum cost for HARD CONSTRUCTION COST, as per plan and the general statement of work, complete and ready for use:

_____ (\$ _____)

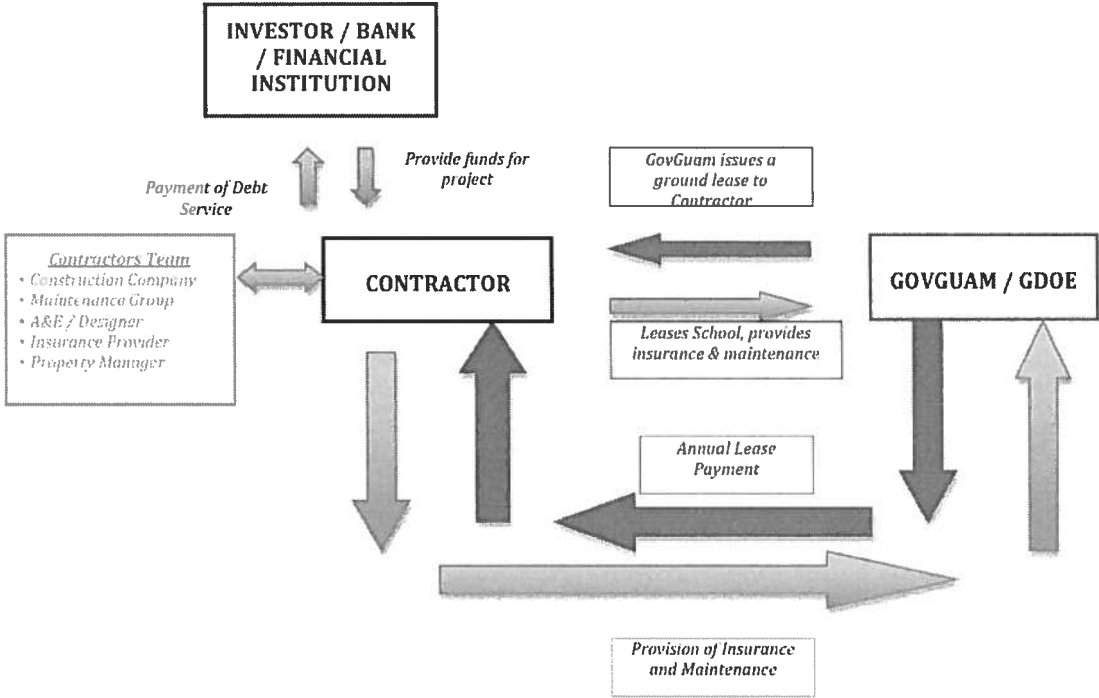
III. SOFT COST BREAKDOWN

Item No.	Description	Quantity	Unit Cost	Total Cost
1.	Design Cost: Engineering and Architectural complete and ready for use (See New SSHS Specifications Attachment on General Statement of Works)			
	A. Main Building (Courtyard, Stage Area, Classrooms, Restrooms, etc.)	LS		
	B. Auditorium	LS		
	C. Fine Arts Classrooms	LS		
	D. Admin Building & Library	LS		
	E. Cafeteria	LS		
	F. JROTC Building	LS		
	G. Gymnasium	LS		
	H. Multi Purpose Room	LS		
	I. Sports Facilities (Tennis Courts, Softball Field, Baseball Field, Fooball/Soccer Track Field)	LS		
	J. Off-site & On-site improvements; to include new access road, sidewalks, student/staff /visitor/event parking, bus staging area/drop off area plus all other ground improvement required.	LS		
2.	Guam Council on the Arts and Humanities: Guam Public Law 31-118 compliance cost	LS		
3.	Insurance and Financing Related Expenses	LS		

Total lump sum cost for SOFT COST, as per plan and the general statement of work, complete and ready for use:

_____ (\$ _____)

EXHIBIT "D"



GOVGUAM LEASE - LEASEBACK DIAGRAM
AUGUST 2017

AMENDED PAGES, SECTIONS AND SUBSECTIONS

for

IFB Project No.: 730-5-1057-L-YIG

Page 10: Method of Award, Section 8 (a), (b) are amended;

Sub-section (b) is deleted.

Sub-section (a) is amended.

The following amended subsection will read as follows;

- a. Bidding Procedure involving only Base Bid:

If the base bid is within the amount of funds available to finance the design (inclusive of the CCIP), construction contract, demolition and removal of the existing SSHS designated facilities, restoration of grounds as agreed to and insurance and maintenance of the new school, contract award will be made to that responsive and responsible bid submitting the low base bid that offers the lowest annual leaseback rate to the government of Guam for a fixed Thirty (30) year term.

Remove page 16 to 19

(Bid Form) in its entirety and replace with the amended pages attached hereto as **EXHIBIT “C”**.

Page 36: General Conditions, Section 1(Definitions)

The following amended sections and subsections will read as follows;

Subsection 2 Contracting Officer

The term “Contracting Officer” as used herein means the Director of Public Works of the Government of Guam and shall include his authorized representatives.

Subsection 3 Contractor

Contractor shall mean the authorized entity, which shall be the signatory on the Contract and shall be fully responsible for carrying out the design, renovation or construction, financing and maintenance of the education facility. The contractor may cooperate with another entity or entities in any manner the contractor deems appropriate to provide for the financing, design, renovation, construction or maintenance of the education facility envisioned by this act.

The following amended subsection will read as follows;

The Contractor and all subcontractors must also comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

A. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the Contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the Contractor agrees to comply with the following minimum specific requirement activities of EEO:

1. The Contractor will work with GMHA and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

2) The Contractor will accept as its operating policy the following statement:

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

B. EEO Officer: The Contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

C. Dissemination of Policy: All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

1. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time

the Contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

2. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the Contractor's EEO obligations within thirty days following their reporting for duty with the Contractor.

3. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the Contractor's procedures for locating and hiring minorities and women.

4. Notices and posters setting forth the Contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

5. The Contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

D. **Recruitment:** When advertising for employees, the Contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

1. The Contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the Contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the Contractor for employment consideration.

2. In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the Contractor is expected to observe the provisions of that agreement to the extent that the system meets the Contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Federal nondiscrimination provisions.

3. The Contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

E. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

1. The Contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
2. The Contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
3. The Contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
4. The Contractor will promptly investigate all complaints of alleged discrimination made to the Contractor in connection with its obligations under this Agreement, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor will inform every complainant of all of their avenues of appeal.

F. Training and Promotion:

1. The Contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
2. Consistent with the Contractor's work force requirements and as permissible under Federal and State regulations, the Contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this Agreement, this subparagraph will be superseded as indicated in the special provision. GMHA may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
3. The Contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
4. The Contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

G. Unions: If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will use good faith efforts to obtain the cooperation of such unions to increase

opportunities for minorities and women. Actions by the Contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

1. The Contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
2. The Contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
3. The Contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Contractor, the Contractor shall so certify to GMHA and shall set forth what efforts have been made to obtain such information.
4. In the event the union is unable to provide the Contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the Contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the Contractor from the requirements of this paragraph. In the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, the Contractor shall immediately notify GMHA.

H. Reasonable Accommodation for Applicants/Employees with Disabilities: The Contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

I. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The Contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this Agreement.

1. The Contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this Agreement.
2. The Contractor will use good faith efforts to ensure subcontractor compliance with

their EEO obligations.

J. **Records and Reports:** The Contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the Contractor for all the Work under this Agreement and shall be available at reasonable times and places for inspection by authorized representatives of GMHA.

1. The records kept by the Contractor shall document the following:

a. The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

b. The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

c. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

2. The Contractor and any subcontractors will submit an annual report to GMHA each July for the duration of the Project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the Work under this Agreement. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the Contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll.

Page 69: Section 11 (Differing Site condition)

Delete the phrase "Please refer to Alternate "B" for this project"

Page 73: IX. Miscellaneous, Sub-section 1.a

The following amended subsection will read as follows;

All individuals participating in this procurement shall adhere to the standards set forth in the Ethics in Public Contracting of the Guam Procurement Law. See Article 11 of Chapter 5 of Title 5 of the Guam Code Annotated and Chapter 11 of Division 4 of Title 2 of the Guam Administrative Rules and Regulations.

Page 98 under •-5 Rooms Adjacent to the Gym

The following are amended as follows;

- Table Tennis-1,920 sf
- Weight Room-1,920 sf