

**REQUEST FOR PROPOSALS
FOR
PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES FOR
THE CONSTRUCTION OF SIMON SANCHEZ HIGH SCHOOL**

PROJECT No.: 730-5-1058-L-YIG

**LOURDES A. LEON GUERRERO
Governor of Guam**

And

**JOSHUA F. TENORIO
Lt. Governor of Guam**

PREPARED BY:



**DIVISION OF CAPITAL IMPROVEMENT PROJECTS
CONTRACTS ADMINISTRATION SECTION
DEPARTMENT OF PUBLIC WORKS
GOVERNMENT OF GUAM**

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GOVERNMENT OF GUAM**

2024

RECOMMEND APPROVAL:

APPROVED BY:



JOHN F. CALANAYAN
Engineer Supervisor
Department of Public works

Date: 1/2/2024



VINCENT P. ARRIOLA
Director
Department of Public works

Date: 1-2-24



The Honorable
LOURDES A. LEON GUERRERO
Maga' Håga • Governor

The Honorable
JOSHUA F. TENORIO
Sigundo Maga' Låhi • Lieutenant Governor



REQUEST FOR PROPOSAL

The Governor of Guam, Lourdes A. Leon Guerrero, and Lt. Governor of Guam, Joshua F. Tenorio, through the Director of the Department of Public Works is soliciting sealed proposal for the **“Professional Construction Management Service for the Construction of Simon Sanchez High School; Project No.: 730-5-1058-L-YIG”**.

Sealed proposals will be received at the Contracts Administration and Technical Services Section, Division of Capital Improvement Projects, Ground Floor, TMC Building Department of Public Works, Government of Guam, no later than **4:00 p.m. February 5, 2024**.

A non-refundable amount of \$25.00 is required as payment for RFP documents, which can be obtained from the Contract Administration Technical Services, Ground Floor, TMC Building, Department of Public Works commencing on **January 8, 2024**. A receipt of payment at the cashier at the Permit Center, Building “A” Department of Public Works should be presented when applying for the RFP documents.


This Request for Proposal (RFP) is available to download from DPW’s website at www.dpw.guam.gov. If downloaded, the Twenty Five U.S. Dollars (\$25.00) non-refundable fee is to be paid prior to submission of sealed proposal. No proposal will be entertained if the fee has not been paid. Also, upon obtaining the RFP, prospective Offeror must complete the Acknowledgement of Receipt Form set forth as **Attachment A-8** to this RFP and return the completed form to DPW in order to receive any addenda or other notices related to this RFP. Failure by prospective Offerors to submit the Acknowledgement of Receipt Form to DPW may result in the prospective Offeror not receiving notices from DPW regarding this RFP, including addenda, point deductions during the proposal evaluation process, or proposals may be deemed non-responsive.

The Department of Public Works hereby notifies all proposers that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color and national origin in consideration for an award.

Project Name: RFP for Professional Construction Management Services
for the Construction of Simon Sanchez High School.
Project No.: 730-5-1058-L-YIG

The right is reserved to reject any or all proposals and to waive any imperfection in the proposals in the interest of the Government of Guam.

A pre-proposal conference will be held **on January 17, 2023 at 9:30 a.m.** at the Contracts Administration and Technical Services Section, Division of Capital Improvement Projects, Ground Floor, TMC Building Department of Public Works. A site investigation on the proposed project will be conducted immediately after the pre-proposal conference, to allow prospective bidders to familiarize themselves with the project's site conditions. Attendance for the pre-proposal conference and site visit is mandatory.


VINCENT P. ARRIOLA
✓ Director

RFP TIMELINES

PROJECT NO.: 730-5-1058-L-YIG

**PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES FOR THE
CONSTRUCTION OF SIMON SANCHEZ HIGH SCHOOL**

January 8, 2024	AVAILABILITY OF RFP DOCUMENTS:
January 17, 2024 @ 10:00 A.M.	MANDATORY PRE-PROPOSAL CONFERENCE
January 19, 2024	LAST DAY TO SUBMIT WRITTEN QUESTIONS AND/OR CLARIFICATIONS
February 5, 2024	RFP SUBMITTAL DUE DATE
TIME:	ON OR BEFORE 4:00 P.M.
PLACE:	DPW, TMC BLDG. CIP-CONTRACT SECTION

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for the Construction of Simon Sanchez High School.
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I. PROJECT OVERVIEW:

The Guam Department of Public Works (DPW) is soliciting proposals from qualified firms to provide Construction Management Services for the construction of the new Simon Sanchez High School for the Guam Department of Education (GDOE) as mandated by P.L. 37-22. The DPW intends to contract with one independent firm, hereinafter referred to as **Consultant, Proposer or Offeror**. The firm must possess a current Certificate of Registration (COR) or Certificate of Authorization (COA) issued by the Guam Professional Engineers, Architects and Land Surveyors (PEALS) Board in accordance with 22 GCA, CH 32. The selected firm will act as the representative for the Department of Public Works in administering the construction contract and include responsibility for managing and coordinating the construction phase of the project. Construction management services shall be performed by an independent party on a standalone basis. **Construction Management Services shall be independent from the GDOE A&E firm/designer and shall not self-perform or be allowed to bid on any division of work.**

Qualified firms or individuals shall submit the required proposal documents on the specified timelines identified within this RFP.

II. TERM AND TIME OF PERFORMANCE:

Term and Time of Performance will be based on the duration of the design review, construction, and the one-year construction warranty period not exceeding five (5) years.

- a. The initial term of the Contract(s) shall be for a term of three (3) years (the "Initial Term") commencing from the date of award approved by the Governor. The Initial Term may be extended an additional two (2) year period upon DPW providing written notice of its intent to extend at least sixty (60) days prior to expiration of the Initial Term. The Initial Term, as may be extended, is subject to the availability of funds.
- b. The time of performance is the negotiated time in calendar days, which begins upon the issuance of Notice to Proceed (NTP) and ends at the time of project completion but cannot be extended beyond the term of the Contract.

III. CONSTRUCTION MANAGEMENT GENERAL SCOPE OF SERVICES AND RESPONSIBILITIES:

Serves as the construction manager for DPW to manage the design review and construction of the new Simon Sanchez High School. Any person, corporation, partnership or association providing services under the heading of "Construction Management" shall be required to have the following services performed by engineers, architects, or land surveyors duly

registered in Guam. Such services shall fall under the broad definition of engineering, architecture, and land surveying and shall include but not be limited to the following:

- Design and constructability review.
- Professional construction inspection or observation.
- Certifications.
- Shop drawing review.
- Documents interpretation.
- Advise in writing when it is aware of any conflicts, errors, omissions in the Construction Documents or defects in construction of the project.

IV. CONSTRUCTION MANAGEMENT SCOPE OF SERVICES:

Construction Management services shall monitor the work of the Contractor and coordinate the work with the activities and responsibilities of the DPW and GDOE's A&E Design Firm to complete the Project in accordance with the objectives of cost, time, quality and safety.

The activities (not in particular order) are as follows but not limited to;

1. Assist in the Procurement of bids for construction
2. Provide technical and constructability reviews of the design.
3. Conduct professional construction inspection and observation.
4. Provide Construction Administration services during construction. Review design documents for completeness and proper coordination of disciplines.
5. Final review and approval of all construction as it relates to the intent of the Architectural Contract documents.
6. Development of a CM Quality Assurance Plan.
7. Document site conditions prior to construction.
8. Control of project cost and schedules.
9. Review approved submittals prior to fabrication or installation of materials and equipment.
10. Observe, monitor, and document daily field work activities.
11. Review and monitor Contractor's Quality Control Plan and its implementation.
12. Prepare reports and other record keeping.
13. Provide non-conforming and deficient work resolution process.
14. Perform Value engineering as needed upon inspection of project systems and materials with the aim of producing the greatest value for the least cost.
15. Review design documents for constructability, completeness, accuracy, and proper coordination of disciplines.
16. Continual review of design documents to confirm conformance to the approved project budget.
17. Continual value analysis of the design and identification of opportunities to meet or reduce construction costs and/or improve facility performance.

18. Review the development of a detailed construction schedule for the project, include review of long lead items and owner supplied equipment and materials.
19. Constructability reviews to test whether the design selected will be the most practical from the construction point of view.
20. Engage key stakeholders during construction of milestone and critical risks to project objectives.
21. Prepare for and assist DPW for the Preconstruction Conference.
22. Perform Preconstruction Administrative Activities.
23. Assist in the Coordination of regulatory and building department inspections.
24. Record progress of project. Prepare daily construction reports. Prepare a progress photo log.
25. Review, process and maintain logs for material and QA testing.
26. Review, process and coordinate RFI's, submittals, shop drawings and maintain logs.
27. Schedule monitoring and updates, work with contractor on developing schedule recovery plans.
28. Coordinate construction activities in connection with shutdowns, tie-ins, shared facilities, including storage areas, staging areas, contractor areas, contractor access, haul roads, crane and equipment locations and material delivery sequencing.
29. Document and track Change Requests, review changes of scope, estimated costs (additive and/or deductive), provide recommendations as appropriate. Assist DPW with Contractor requests for equitable adjustment and claims. Provide documentation of all relevant issues, detailed analyses, review and evaluation of requests/claims.
30. Conduct progress payments, funding requests and payment recommendations.
31. Perform QA testing for earthworks, concrete, and survey controls.
32. Monitor Contractor Quality Control testing.
33. Monitor and track Acceptance Testing, witness testing, and provide test report documentation.
34. Inspection, full-time
 - a) Site fire protective means; environmental protection plan; storm water protection plan; coordinate traffic and security operations at the site.
 - b) Punch lists
 - c) Record drawing updates and ensure updates are being maintained by Contractor.
35. Prepare Substantial Completion Report and Certificate. Final payment recommendation.
36. Document O&M Manuals, record drawings, training and training materials, warranties, and certifications.
37. Coordinate project closeout, record drawings, and document turnover.
38. Prepare a final report narrative of significant design and construction events and issues for the project. The Final Report shall include the Record Drawings, warranty information, operation and maintenance information, and other pertinent project data.
39. Implement & Maintain Project Controls Records & Document Management and Communication.
40. Review Payroll Reports and Monitor Compliance with Labor Laws.
41. General and Permit Compliance Monitoring.

42. Manage Processing and Implementation of Design Changes.
43. Oversee CM staff Safety Program and Monitor Contractor Safety Program, Project closeout, Punch List Development, Record Drawings, Final Report.
44. Coordinate Training and Construction Warranty Period Responses.
45. Perform all other related work as required by DPW.
46. Perform as Commissioning Agent during construction and close out phases.
47. Management of the Project punch list process and documentation of the construction punch list in coordination with the A&E, its consultants and the DPW.

V. BUILDING INFORMATION MODELING (BIM) PROJECT EXECUTION PLANNING:

The Firm shall work with the GDOE's A&E Design Firm to develop an integrated BIM Execution Plan to document the project delivery standards and protocols for the BIM uses and deliverables. This will include and use the current version of Level of Development Specification (LOD) published by BIM Forum to specify and articulate with a high degree of clarity the use, content and reliability of BIM at various stages in the design and construction process, such as elements to be modeled, model element authors, timing for element modeling, precision/details to be included, etc. The entire design and construction team, including the GDOE A&E Design Firm as well as the selected CM Firm, shall all utilize BIM for design, documentation and delivery of this Project.

A fully coordinated BIM with all disciplines (Structural, MEP, Fire Sprinkler, Landscape) and including space for building services such as fire alarm, IT, AV, Security all modeled and coordinated with architectural spaces and the reflected ceiling plans. Clash detection should be regularly performed and resolved for multi-disciplinary coordination.

The BIM should be completely coordinated to support shop fabrication of all relevant components for the building to maximize the efficiency of the construction process and to save both time and money while maintaining the highest quality.

Record documentation must be provided to the Owner in the following formats:

- BIM – Source files in their native formats (e.g., Revit, Navisworks, etc.)

The BIM is expected to end with a clear design direction that includes a design presented in 3D model showing the building shells and associated functional components to enable use and coordination by the CM Firm. Mechanical, Electrical and Plumbing (MEP) design shall also be incorporated to indicate how the building systems integrate with the architectural design. The deliverables shall include finalized floor plans with all program spaces defined and appropriately sized and located. Detailed circulation plans for students, patrons, staff,

security, and emergency vehicles shall be defined during this phase. Finishes and general furnishings shall also be defined for further refinement in the design development phase. GDOE's A&E Design Firm shall coordinate with the CM Firm to develop a preliminary cost model based on the schematic design for pre-construction reviews.

VI. PERSON RESPONSIBLE FOR DRAFTING SPECIFICATIONS:

- Randy Romero, DPW Building Inspections and Permits Administrator

VII. COMMUNICATION REGARDING THE RFP:

Any correspondence or communication by a potential offeror must be made in writing via email addressed to John F. Calanayan, Engineer Supervisor at john.calanayan@dpw.guam.gov or by hand delivery at the Contracts Administration and Technical Services Section, Division of Capital Improvement Projects, Ground Floor, TMC Building Department of Public Works. All written communications must reference RFP 730-5-1058-L-YIG in the subject or reference line.

VIII. PROPOSAL PACKAGE REQUIREMENTS:

Each Proposal Package will consist of the Offeror's Technical Proposal Submittal with all required forms, complete with original signatures and notarizations where necessary.

IX. TECHNICAL PROPOSAL SUBMITTAL:

The Technical Proposal shall be submitted in a sealed envelope or box that is clearly marked "Technical Proposal" and must include one (1) original with all the required forms listed on **Section XXXIII - RFP LEGAL REQUIREMENTS** complete with original signatures and notarizations where necessary, five (5) copies, and two (2) electronic copies (CD or USB flash drive) containing the complete technical submittal.

The Technical Proposal shall contain a thorough description of the Offeror's business and relevant activities being offered in response to this RFP. The Technical Proposal shall demonstrate all items as described below:

- a. The name of the offeror, the location of the offeror's principal place of business of the proposed contract;
- b. Copies of the offeror's current Certificate of Registration or Certificate of Authorization issued by the Guam Professional Engineers, Architects and Land Surveyors (PEALS) Board for Construction Management in accordance with 22 GCA, CH 32 and to be in compliance with P.L. 33-28 and the PEALS Board Rules and Regulations.

- c. The abilities, qualifications, experience and the role of all key person(s) that would be assigned to perform the services contained in this RFP;
- d. Primary point of contact: Identify the overall project coordinator or manager who will serve as the single point of contact and liaison between the DPW and the offeror for all work under the contract. The manager candidate may be subject to the approval of DPW.
- e. Provide his/her resume and describe his/her qualifications
- f. Explain why this person has been selected as the overall project coordinator/manager.
- g. Key personnel: Provide the name(s), education, qualifications, experience, and the role of each key personnel assigned to perform the services under this RFP. Present an organizational chart identifying the relationships and duties of both the corporate staff and all proposed management and staff to be assigned to assist with the services under this RFP. At a minimum, if the offeror is an individual, the proposal should include a complete resume of the individual. If the offeror is a firm, the proposal should include a resume of all the individuals who will be working on any aspect of the project.
- h. Client list and work: Include a listing of current and former clients and a description of the type of work performed or is being performed.
- i. The Firm's construction management experience and techniques used to control costs and schedules.
- j. A list of other projects under which services similar in scope, size, or discipline to the required services were performed as specified in this RFP;
- k. A plan giving as much detail as is practical on how the services will be performed.
- l. List current construction management projects including type of project, location, size, and anticipated completion date;
- m. Based on your professional organization, fully describe how you can manage the project proposed in this RFP.

X. INSTRUCTIONS FOR SUBMITTING A TECHNICAL PROPOSAL (Proposal Format)

- A. Proposal Format:** The firm shall describe its approach and plans for accomplishing the work outlined in the Scope of Services. The Technical Proposal must consist of the following:

1. Cover Letter:

The responding firm must provide a cover letter which indicates the full name and address of the firm that will perform the services described in this RFP. Must indicate the name and contact information for the individual who will be the senior contact person who will be responding to this engagement. Must also indicate whether operating as an individual proprietorship, partnership, corporation, or a

joint venture. The cover letter should also indicate the state of incorporation and list all licenses obtained enabling it to operate. The cover letter must also include identification of any and all sub consultants.

2. References:

The responding firm must provide at least three (3) client references applicable to the scope of services, with contact names, telephone numbers, and e-mail addresses.

3. Description of Firm Prior Experience:

Through a response to the specific requests below, the respondent should clearly state its skills and experience in a manner that demonstrates its capability and to complete the Scope of Services. Indicate each project scope and the location of the project.

Please provide a description of experience within the past ten (10) years related to:

- a. Construction Management Services provided.
- b. Construction Management Services performed under contract with the Government of Guam.
- c. Construction Management Services of large-scale projects equivalent to the services identified in this RFP.

B. Management Overview and Approach:

The responding firm shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format. This narrative should convince DPW that the offeror understands the objectives that the engagement is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the engagement. This narrative should convince DPW that the proposer's general approach and plans to undertake and complete the engagement are appropriate to the tasks involved.

The responding firm shall also set forth a detailed work plan indicating how each task in the Scope of Services will be accomplished. The responding firm shall also include a schedule which graphically depicts the milestone and benchmark dates for performing each task, for providing reports and presentations and the final recommendations.

Mere reiterations of the tasks and subtasks set forth in the Scope of Services are strongly discouraged, as they do not provide insight into the firm's ability to complete the engagement. The firm's response to this section should be designed to convince DPW that the firm's detailed plans and proposed approach to complete the Scope of

Services are realistic, attainable, and appropriate and that the firm's proposal will lead to successful completion of the engagement to provide the services requested pursuant to this RFP.

C. Organization Chart:

The Organization Chart must include all Key Team members, their labor category, and titles for this engagement and the firm they represent. In the event the respondent firm is a "joint venture," the respondent firm must indicate from which participating firm each Key Team Member originates. For the purposes of this engagement, a "Key Team Member" is a principal, partner or officer of the firm, or a project executive, project manager, senior principal identified as having a responsible role in the successful completion of the services requested pursuant to this RFP and who generally spends or is expected to spend twenty (20) percent or more of his/her time on this engagement.

If the responding firm is a "joint venture", there must be included a clear statement of responsibility associated with each member and/or entity of the joint venture.

D. Key Team Member List

The responding firm must list each Key Team Member and the percentage of time each Key Team Member will spend on this engagement, based upon a forty (40) hour work week.

E. Resumes of Key Team Members

A resume of each Key Team Member must be included.

All of the above items must be addressed in the submission in the same order as stated above. Each firm's Proposal will be evaluated based upon the Evaluation Criteria enumerated in Section XXXVIII. Proposals should be submitted on 8 ½ by 11-inch pages.

XI. AVAILABILITY:

This Request for Proposals ("RFP") is available for download from DPW's website at www.dpw.guam.gov. A copy of the RFP may be picked-up at the Contract Administration Technical Services, Ground Floor, TMC Building, Department of Public Work, Monday through Friday, excluding holidays, between 8:00 a.m. and 5:00 p.m. Upon obtaining this RFP, prospective Offerors must sign in in the Offeror Register in order to receive any addenda or other notices related to this RFP (5GCA 5220 (b)). Failure by prospective Offerors to sign and register may result in the prospective Offeror not receiving notices or addenda's from DPW regarding this RFP. P.L. 31-22 is available for download from the 37th Guam Legislature website at <https://guamlegislature.com/index/>.

XII. AMMENDMENTS:

DPW reserves all rights to revise or amend this RFP prior to the date set for opening proposals. Such revisions and amendments, if any, will be announced by an amendment or addenda to this RFP and shall be identified as such. Any amendment shall refer to the portions of the RFP it amends. Amendments and addenda shall be sent to all prospective Offerors who have signed in the Offeror Register Form.

XIII. PRE-PROPOSAL CONFERENCE:

Pre-proposal conferences are “*Mandatory*” as stated on the RFP Timelines. The pre-proposal conference will be conducted only to explain the procurement requirements for this Request for Proposals. DPW will notify all Offerors in writing via an addendum to this RFP of any substantive clarification provided in response to any inquiry raised during the pre-proposal conference.

XIV. PRE-PROPOSAL QUESTIONS:

Offerors with questions or requiring clarification or interpretation of any section within this RFP must address their questions in writing or via e-mail to the Director of Public Works as the procurement officer or its designee on or before the deadline set forth in the RFP Timelines. Each question must provide clear reference to the section, page, and item of this RFP in question. Questions received after the deadline may not be considered.

XV. EXPLANATION TO OFFERORS:

No oral explanation in regard to the meaning of any part of this RFP will be made, and no oral instructions will be given, before the award of the contract. Discrepancies, omissions, or doubts as to the meaning of the specification should be communicated in writing to the named contact individual of the requesting agency/department for interpretation. Questions about any part of this RFP should be communicated in writing to the Department of Public Works for interpretation. Offerors should act promptly and allow sufficient time for a written reply to reach them before the submission of their proposal. Interpretation, if required, shall be made in the form of an amendment to the RFP which will be forwarded to all Offerors and its receipt by the proposer must be acknowledged.

XVI. DPW's ANSWERS:

DPW's response will be by written addendum. Any other form of interpretation, correction, or change to this RFP will not be binding with the DPW. Any written addendum will be forwarded to all entities or individuals who have picked-up an RFP and are included on the Offerors Register Form. **All addenda shall form a part of the RFP documents and must be acknowledged upon receipt. Failure by any offeror to acknowledge receipt of each addendum shall be grounds for disqualifications.**

XVII. WITHDRAWAL OF PROPOSALS:

Proposals may be withdrawn on written request received from the Offeror(s) prior to the time fixed for opening. Negligence on the part of the Offeror in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened.

XVIII. ALTERNATE OR MULTIPLE PROPOSALS NOT ACCEPTED:

Alternate or multiple proposals will not be accepted. Any Offeror submitting alternate, multiple, or otherwise altered proposals will be deemed nonresponsive and disqualified from this solicitation.

XIX. NO LATE PROPOSALS:

Proposals must be received at the receptionist's desk of DPW by the Proposal Due Date set forth in the Schedule of Events. Email or facsimile proposals will not be accepted. Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the Offeror's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the Offeror at the expense of the Offeror or destroyed, if requested.

XX. PROHIBITION AGAINST EMPLOYMENT OF SEX OFFENDERS

Pursuant to 5 G.C.A. § 5253,

- (a) No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the government of Guam, shall work for his employer on the property of the government of Guam other than a public highway.
- (b) All contracts for services to agencies listed herein shall include the following provisions: (1) warranties that no person providing services on behalf of the contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and (2) that if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.

XXI. EQUAL OPPORTUNITY:

- (a) The DPW will not discriminate against any employee or applicant for employment because of race, religion, sex, color, age, economic status, or national origin. The Contractor will take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to their race, religion, sex, color, age, economic status, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoffs or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.
- (b) The DPW will, in all solicitations or advertisements for employees placed by or on behalf of the Government of Guam, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, color, age, economic status, or national origin.

XXII. RECEIPT/OPENING OF PROPOSALS:

Proposals and modifications shall be time-stamped upon receipt and held in a secure place until the established due date. After the date established for receipt of proposals, a Register of Proposals shall be prepared which shall include for all proposals the name of each Offeror, the number of modifications received, if any, and a description sufficient to identify the supply, services, or construction item offered. The Register of Proposals shall be opened to public inspection only after award. Proposals and modifications shall be shown only to government personnel having a legitimate interest in them.

XXIII. CLASSIFICATION OF PROPOSALS AS RESPONSIVE OR NON-RESPONSIVE:

All proposals will initially be classified as either "responsive" or "non-responsive". Proposals may be found non-responsive any time during the evaluation process or contract negotiation if any of the required information is not provided or the proposal is not within the plans and specifications described and required in the RFP. If a proposal is found to be non-responsive, it will not be considered further.

XXIV. DETERMINATION OF RESPONSIBILITY:

The procurement officer will determine whether an Offeror has met the standards of responsibility. Such a determination may be made at any time during the evaluation process and through contract negotiation if information surfaces that would result in a determination of non-responsibility. If an Offeror is found non-responsible, the determination must be in writing, made a part of the procurement file and mailed to the affected Offeror.

XXV. COMPLETENESS OF PROPOSALS:

Selection and award will be based on the information contained in the Offeror's proposal. Proposals may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested by DPW. Information or materials presented by Offerors outside the formal response or subsequent discussion/negotiation will not be considered, will have no bearing on any award, and may result in the Offeror being disqualified from further consideration.

XXVI. FAILURE TO COMPLY WITH INSTRUCTIONS:

Offerors failing to comply with the instructions set forth in this RFP may be subject to point deductions. DPW may also choose to not evaluate, may deem non-responsive, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

XXVII. DPW RIGHTS RESERVED:

While DPW and the government of Guam have every intention to issue an award as a result of this RFP, issuance of the RFP in no way constitutes a commitment by DPW or the government of Guam to award and execute a contract. Upon a determination such actions would be in its best interest, DPW, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP as provided in the Guam Procurement Regulations;
- Reject any or all proposals received in response to this RFP in the best interests of DPW or the government of Guam as provided in the Guam Procurement Regulations;
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal;
- Waive any minor informalities in proposals received, or have them corrected by the Offeror in accordance with applicable regulations;
- Not award if it is in the best interest of DPW or the government of Guam not to proceed with contract execution; or
- If awarded, terminate any contract if DPW determines adequate funds are not available.

XXVIII. NON-DISCLOSURE OF DATA:

In accordance with Guam Procurement Regulations § 3114(h) (2), Offerors may identify trade secrets and other proprietary data contained in their proposals. If the Offeror selected for award has requested in writing the nondisclosure of trade secrets and other proprietary data so identified, DPW shall examine the request to determine its validity prior to entering into negotiations. If the parties do not agree as to the disclosure of data, DPW shall inform the Offeror in writing what portion of the proposal will be disclosed and that, unless the Offeror withdraws the proposal or protests under 5 G.C.A. Chapter 5 Article 9 the proposal will be so disclosed.

XXIX. REJECTION OF PROPOSAL OFFER:

The Department of Public Works shall have the prerogative to reject any proposals in whole or in part if a determination is made that such rejection is in DPW's interest or in the best interest of the Territory of Guam as provided for in the regulations 2 GAR, Div. 4 §3115(e)(2).

XXX. CANCELLATION OF RFP SOLICITATION:

Prior to the date deadline set for proposal offers, this solicitation maybe cancelled in whole or in part when the Director of Public Works or his designee determines in writing that there are cogent and compelling reasons to believe that the cancellation of the solicitation is in the Department of Public Works best interest, in accordance with the Procurement Rules and Regulations; as provided for in the regulations 5 GCA §5225; 2 GAR, Div. 4 §3115(c).

XXXI. DEBARMENT:

The Offeror certifies, by submitting its proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any governmental department or agency. If an Offeror cannot certify this statement, attach a written explanation for review by the DPW.

XXXII. INDEMNIFICATION:

Indemnify the government of Guam and DPW from any liability arising from the implementation of the Offeror's proposal.

XXXIII. RFP LEGAL REQUIREMENTS:

1. **Affidavit Disclosing Ownership and Commissions per 5 G.C.A. § 5233 (reference: RFP ATTACHMENT 1).** As a condition of this RFP, any partnership, sole proprietorship, joint venture, association or corporation doing business with the government of Guam shall submit an affidavit executed under oath that lists the name and address of any persons, companies, partners, or joint ventures who have held more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship joint venture, association or corporation at any time during the 365 days immediately preceding the submission date of a proposal. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship joint venture, association or corporation which have been held by each such person during the 365-day period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to this RFP for the Offeror and shall also contain the amounts of any such commission, gratuity or other compensation. The affidavit shall be open and available to the public for inspection and

copying. See **RFP Legal Form: Affidavit re Disclosing Ownership (Major Shareholders) & Commissions; AG Procurement Form 002**

2. **Affidavit re Non-Collusion per 2 GAR Division 4 § 3126(b) (reference: ATTACHMENT 2).** By submitting an offer, the Offeror certifies that the price submitted was independently arrived at without collusion. See **RFP Legal Form: Affidavit re Non-Collusion; AG Procurement Form 003.**
3. **Affidavit Re No Gratuities or Kickbacks per 2 GAR Division 4 § 11107(e) (reference: ATTACHMENT 3).** The bidder, Offeror, or contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §11206 (Gratuities and Kickbacks) of the Guam Procurement Regulations. **Gratuities.** It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract; or to any solicitation or proposal therefor. **Kickbacks.** It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. See **RFP Legal Form: Affidavit Re No Gratuities or Kickbacks; AG Procurement Form 004.**
4. **Affidavit Re Contingent Fees per 2 GAR § 11108 (reference: ATTACHMENT 4).** It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. See **RFP Legal Form: Affidavit Re Contingent Fees; AG Procurement Form 007.**
5. **Affidavit Re Ethical Standards per 2 GAR § 11103. (Reference: ATTACHMENT 5).** The bidder, Offeror, or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations. See **RFP Legal Form: Re Ethical Standards; AG Procurement Form 005.**

XXXIV. OPENING OF PROPOSALS:

Opening of Proposals: Proposals will not be opened publicly and will be opened in the presence of two or more DPW officials. Proposals will be checked for compliance

with the mandatory requirements of the RFP. Failure to comply with any mandatory requirements may cause disqualification.

XXXV. SELECTION/ESTABLISHMENT OF A&E EVALUATION BOARD.

1. A formally constituted A&E Evaluation Board shall accomplish the selection of an A&E firm for an A& E contract. The Director of Department of Public Works shall establish an Ad-hoc A&E Evaluation Board to act under his/her authority.

The AECB is comprised of the following personnel:

Chairman:

Vincent P. Arriola, Director/Administrator/Procurement Officer, DPW

Members:

Jose Quinata, Highway Administrator

Arce Fontbuena, Engineer Supervisor/ Highway

Jeri Calaor, Engineer III, Design Analysis Section, DPW

If any of the appointed members is/are not able to fulfill their appointment, a replacement will be appointed by the Director of DPW. The replacement shall be a manager or staff professional from the DPW Sections. The proposers shall be notified of the replacement prior to the pre-evaluation of proposals.

The qualifications or area of responsibility of board members will be commensurate with the scope of A&E services to be procured. The selection criteria and list of professional staff will be provided to the Director for his use in appointing the board members.

XXXVI. RFP EVALUATION:

Method of Evaluation: After receipt of all proposals, the Selection committee will be convened to review and evaluate the proposals according to the **Evaluation Criteria** and shall be ranked accordingly. The proposal submitted will be the primary document for evaluation. DPW reserves the right to reject any and all proposals submitted and to waive any minor information or irregularity in proposals received. It is the policy of the Department of Public Works to award proposals to offeror duly authorized and licensed to conduct business in Guam. **Offerors are required to address each evaluation criterion listed herein in their proposals.**

XXXVII. EVALUATION AND DISCUSSIONS:

- **Evaluation:**

Ad-hoc Evaluation Committee Board will be established to review and evaluate all proposals submitted in response to this RFP. The committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided and other evaluation criteria set forth in this RFP. All proposals submitted will be evaluated by the evaluation committee and will be ranked by the criteria provided in this RFP.

- **Discussions:**

The evaluation committee may conduct discussions with any Offeror to: (1) determine in greater detail such Offeror's qualifications and (2) explore with the Offeror the scope and nature of the required services, its proposed method of performance, and the relative utility of alternative methods of approach. Discussions shall not disclose any information derived from proposals submitted by other Offerors, and the Guam Department of Public Works shall not disclose any information contained in any proposals until after award of the proposed contract has been made. The proposal of the Offeror awarded the contract shall be open for public inspection except as otherwise provided in the contract.

XXXVIII. EVALUATION CRITERIA

a) Offeror's Educational Attainment/background

- Offeror is required to present Educational Attainment, Certifications, trainings etc.
- Offerors are required to present a copy of current Professional Engineer license issued by the Guam Board of Registration for Professional Engineers, Architects, and Land Surveyors of all the individuals who will be working on any aspect of the project

b) Offeror's Statement of Experiences and Qualifications:

- Offeror is required to present satisfactory evidence that he/she have sufficient experience and are fully qualified. Include a written, verifiable statement of experience in providing and managing the services specified in this RFP including;
 1. Client list and work: Include a listing of significant current and former projects and a description of the type of work performed or related work for this project.
 2. References: DPW welcomes references of entities to which Offeror has provided services.

c) Licensing Requirements:

- Offerors are required to present a copy of current Professional Engineer license issued

by the Guam Board of Registration for Professional Engineers, Architects, and Land Surveyors of all the individuals who will be working on any aspect of the project.

- A copy of the Certificate of Authorization (“COA”) shall be submitted to DPW together with the offeror’s proposal.

d). Determination of Responsibility of Offeror:

- Offerors are requested to submit proposals, which are complete and unambiguous without the need for additional explanation or information.
- DPW may make a final determination as to whether a proposal is acceptable or unacceptable solely on the basis of the proposal as submitted, and proceed with proposal evaluation without requesting further information from any Offerors.

XXXIX. EVALUATION, RATING AND SELECTION TABLE:

In the evaluation, rating and selection of proposals, the evaluation factors and their relative importance are as follows:

All proposals submitted will be evaluated by the Evaluation Committee and will be rated using the criteria and form provided in this RFP including the following:

EVALUATION CRITERIA	MAX SCORE	SCORE
<u>Proposal Plan</u> A plan giving as much detail as is practical on how the services will be performed.	10	
<u>Capacity of Offeror</u> The offeror’s ability to perform the required services with its resources and current workload.	20	
<u>Personnel Experience and Qualifications</u> Specialized experience and qualifications of personnel to perform the required services.	30	
<u>Offeror’s Experience on Similar Projects</u> The offeror’s specialized and extensive experience on projects similar in scope and nature in managing a project of this magnitude and is familiar with the tropical environment and unique logistical challenges.	30	
<u>Performance Record</u> Successful performance on projects that are similar in nature and scope.	10	
TOTAL POINTS	100	

XL. INDIVIDUAL EVALUATION FORM:

Evaluation Criteria	Evaluation Points	Remarks
Proposal Plan		
Capacity of Offeror		
Personnel Experience and Qualifications		
Offeror's Experience on Similar Projects		
Performance Record		
Total		

XLI. SUMMARY EVALUATION FORM:

Criteria	Evaluators Points			Total Points	Remarks
Proposal Plan					
Capacity of Offeror					
Personnel Experience and Qualifications					
Offeror's Experience on Similar Projects					
Performance Record					
Total					

XLII. NEGOTIATION AND AWARD OF CONTRACT:

The Department of Public Works shall negotiate a contract with the best-qualified proposer for the required services at compensation determined in writing to be fair and reasonable. Contract negotiations will be directed toward: (1) making certain that the Offeror has a clear understanding of the scope of work, specifically, the essential requirements involved in providing the required services (2) agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity, and nature of such services.

XLIII. SUCCESSFUL NEGOTIATION OF CONTRACT WITH QUALIFIED OFFEROR:

If compensation, contract requirements, and contract documents can be agreed upon with the best-qualified proposer, the contract will be awarded to the proposer. (See ATTACHMENT 7)

XLIV. FAILURE TO NEGOTIATE CONTRACT WITH BEST QUALIFIED OFFEROR:

If compensation, contract requirements, or contract documents cannot be agreed upon with the best qualified proposer, a written record stating the reasons therefore shall be placed in the file and the Department of Public Works will advise such Offeror of the termination of negotiations which shall be confirmed by written notice within three days. Upon failure to negotiate a contract with the best-qualified proposer, the Department of Public Works will enter into negotiations with the next most qualified proposer. If negotiations again fail, negotiations will be terminated as provided in this Section and commence with next most qualified proposer.

XLV. NOTICE OF AWARD:

The Department of Public Works will notify all Offerors of the status of the RFP and intent to award. Written notice of award will be public information and made a part of the contract file.

XXXIV. AWARDING OF CONTRACT:

The Department of Public Works will negotiate a contract with the best qualified offeror for the required services. If compensation, contract requirements and contract documents can be agreed upon with the offeror, a contract will be awarded to this offeror. (Reference: ATTACHMENT 7).

XXXV. COMMENCEMENT OF WORK:

DPW will issue Notice to Proceed (NTP) for design review and construction management services for the project upon approval of Contract Agreement.

XLI. RFP ATTACHMENTS:

- **ATTACHMENT 1: Affidavit of Disclosing Ownership and Commissions**
- **ATTACHMENT 2: Affidavit of Non-Collusion**
- **ATTACHMENT 3: Affidavit Re No Gratuities or Kickbacks**
- **ATTACHMENT 4: Affidavit RE Contingent Fees**
- **ATTACHMENT 5: Affidavit re Ethical Standards**
- **ATTACHMENT 6: Form E, Declaration Re Compliance with U.S. DOL Wage Determination**
- **ATTACHMENT 7: Contract**
- **ATTACHMENT 8: Acknowledgement of Receipt Form**
- **ATTACHMENT 9: US Wage Determination**

ATTACHMENT 1

AFFIDAVIT OF DISCLOSING OWNERSHIP AND COMMISSIONS

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

☐ The Offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.

☐ The Offeror is a corporation, partnership, joint venture, or association known as _____ *[please state name of Offeror company]*, and the persons, companies, partners, or joint ventures who have held more than 10% of the shares or interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows *[if none, please so state]*:

<u>Name</u>	<u>Address</u>	<u>% of Interest</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

<u>Name</u>	<u>Address</u>	<u>Compensation</u>
_____	_____	_____

C. If the ownership of the offering business should change between the time this affidavit is made and the time an award is made or a contract is entered into, then I promise personally to update the disclosure required by 5 GCA §5233 by delivering another affidavit to the government.

Signature of one of the following:
Offeror, if the Offeror is an individual;
Partner, if the Offeror is a partnership;
Officer, if the Offeror is a corporation.

Subscribed and sworn to before me

This ____ day of _____, 202__.

NOTARY PUBLIC

My commission expires: _____

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

Project Name: RFP for Professional Construction Management Services
for the Construction of Simon Sanchez High School.
Project No.: 730-5-1058-L-YIG

ATTACHMENT 2

AFFIDAVIT OF NON-COLLUSION

CITY OF _____)
) ss.
ISLAND OF GUAM)

I, _____ [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]
_____.

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 that 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 in pursuant to 2 GAR Division 4 § 3126(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.

Signature of one of the following:
Offeror, if the Offeror is an individual;
Partner, if the Offeror is a partnership;
Officer, if the Offeror is a corporation.

Subscribed and sworn to before me

This ____ day of _____, 202__.

NOTARY PUBLIC

My commission expires: _____

AG Procurement Form 003 (March 9, 2011)

AFFIDAVIT Re NO GRATUITIES or KICKBACKS

CITY OF _____)
) ss.
ISLAND OF GUAM)

I, _____ [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 Company] _____. Affiant is _____ [state one of the following: the Offeror, a partner of the Offeror, and officer of the Offeror] making the foregoing identified bid or proposal.

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). Further, affiant promises, on behalf of Offeror, not to violate the prohibition against gratuities and kickbacks as 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 offices, 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 officers, representatives, 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 Offeror is a corporation.

Subscribed and sworn to before me

This ____ day of _____, 202__.

NOTARY PUBLIC

My commission expires: _____.

AG Procurement Form 004 (March 9, 2011)

AFFIDAVIT RE CONTINGENT FEES

CITY OF _____)
) ss.
ISLAND OF GUAM)

I, _____ [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] _____.
2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. This statement is made in pursuant to 2 GAR Division 4 11108(f).
3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 11108(h).
4. I make these statements on behalf of myself as a representative of the Offeror, and on behalf of the Offeror's officers, representatives, 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 Offeror is a corporation.

Subscribed and sworn to before me

This ____ day of _____, 202__.

NOTARY PUBLIC

My commission expires: _____.

AG Procurement Form 007 (Nov. 9, 2010)

ATTACHMENT 5

AFFIDAVIT re ETHICAL STANDARDS

CITY OF _____)
) ss.
ISLAND OF GUAM)

I, _____ [state name of affiant signing below], being first duly sworn,
deposes and says that:

The affiant is _____ [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 of 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, agent,
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 Offeror is a corporation.

Subscribed and sworn to before me

This ____ day of _____, 202__.

NOTARY PUBLIC

My commission expires: _____.

AG Procurement Form 005 (Nov. 9, 2010)

FORM E**DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION**

Procurement No. FY2023 RFP 260-5-1016-L-YLG

Name of Offeror Company: _____

I, _____ hereby certifies under penalty of perjury:

- 1) That I am _____ (the offeror, a partner of the offeror, an officer of the offeror) making the bid or proposal in the foregoing identified procurement;
- 2) That I have read and understand the provision of 5 GCA § 5801 and § 5802 which read:

§ 5801. Wage Determination Established.

In such cases where the government of Guam enters into contractual arrangement with a sole proprietorship, a partnership or a corporation ("contractor") for the provision of a services 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 contracts 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 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 many be applicable to be procurement herein;
- 4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. (INSTRUCTION – Please attach!)

Signature**THIS MUST BE COMPLETED AND RETURNED IN THE ENVELOPE CONTAINING THE PROPOSAL**

CONTRACT NO. _____

CONTRACT

Contractor

**Public Works
(Department)**

2024

Contract for: Professional Construction Management Services for the Construction of Simon Sanchez High School

Project No.: 730-5-1058-L-YIG

Amount:

Place: Yigo, Guam

**Project Name: RFP for Professional Construction Management Services
for the Construction of Simon Sanchez High School.
Project No.: 730-5-1058-L-YIG**

CONTRACT

THIS CONTRACT, made and entered into this by and between the Department of Public Works, Government of Guam, hereinafter called the "Government", and _____, a Licensed Professional Engineering Firm of Guam, hereinafter called the "Contractor".

WITNESSETH, that whereas the Government intends to perform the **“Professional Construction Management Services for The Construction of Simon Sanchez High School, Project No.: 730-5-1058-L-YIG”**, hereinafter called the "Project", in accordance with the RFP Requirements and other contract documents prepared by the Department of Public Works.

NOW THEREFORE, the Government and Contractor for the considerations hereinafter set forth, agree as follows:

I. THE CONTRACTOR AGREES to furnish all the necessary services to perform and complete in a workmanlike manner all the work required for the assessment reports, analysis & recommendations and specifications of the Project, in strict compliance with the contract documents herein mentioned, which are hereby made a part of the contract, including the following addenda:

Addendum No.

Dated

(a) Contract Time: The Contractor agrees to commence work under this contract upon written notice to proceed, and to provide complete design review and construction management services as required by this RFP solely for the Department Public Works.

(b) **Term and Time of Performance: as stated on Page 8 of this RFP.**

II. THE GOVERNMENT AGREES to pay, and the Contractor agrees to accept, in full payment for the performance of this contract, *the contract amount of* _____ *plus* any and all sums to be added and/or deducted resulting from all extra and/or omitted work in

Project Name: RFP for Professional Construction Management Services
for the Construction of Simon Sanchez High School.
Project No.: 730-5-1058-L-YIG

connection therewith, as authorized under this RFP all in accordance with the terms as stated in the contract documents.

(a) Progress payments will be made on a monthly basis.

III. LIQUIDATED DAMAGES: The Contractor further agrees to pay to the Government the amount ***of one-fourth of one percent of the contract value per calendar day***, not as a penalty, but as a reasonable liquidated damages for breach of this contract by the Contractor by his failing, neglecting or refusing to complete the work within the time herein specified and said sums shall be paid for each consecutive calendar day thereafter that the Contractor shall be in default after the time stipulated in the contract for completing the work.

IV. COVENANT AGAINST CONTINGENT FEES. The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Government the right to terminate the contract, or in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage or contingent fee. The warranty shall not apply to commission payable by contractors upon contracts or sales secured or made through bonafide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

V. OTHER CONTRACTS. The Government may award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors and carefully fit his own work to that provided under other contracts as may be directed by the Contracting Officer. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor.

VI. DISPUTES. Except as otherwise specifically provided in this contract, all disputes concerning questions of fact arising under this contract shall be decided by the Contracting Officer whose decision shall be final and conclusive upon the parties thereto. In the meantime, the Contractor shall diligently proceed with the work as directed.

VII. **CONTRACT BINDING.** It is agreed that this contract and all of the Covenants hereof shall inure to the benefit of and be binding upon the Government and the Awardee respectively. Neither the Government nor the Awardee shall have the right to assign, transfer or sublet his interests or obligations hereunder without written consent of the other party.

VIII. **NO MECHANIC LIENS.** It is hereby mutually agreed by and between the parties hereto that no mechanic, contractor, subcontractor, material man or other person can or will contract for or in any other manner have or acquire any lien upon the project covered by this contract, or the land upon which the same is situated.

IX. **RESTRICTION.** The service provider warrants that no person in its employment who has been convicted of sex offense under the provisions of chapter 25 of Title 9 of the Guam Code Annotated, or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, or who has been convicted of an offense with the same elements as heretofore defined in any other jurisdiction, or who is listed on the Sex Offender Registry shall provide services on behalf of the service provider while on government of Guam property, with exception of public highways. If any employee of the service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the Government of the conviction within twenty-four hours of the conviction, and will remove immediately such convicted person from providing services on government property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the Government will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four hours of notice from the Government, and the service provider shall notify the Government when action has been taken. If the service provider fails to take corrective steps within twenty-four hours of notice from the Government, then the government in its sole discretion may suspend temporarily any contract for services until corrective action has been taken.

X. **INDEMNITY.** Awardee agrees to save and hold harmless the Government, its officers, agents, representatives, successors and assigns and other governmental agencies from any and all suits or actions of every nature and kind, which may be brought for or on account of any injury,

death, or damage arising or growing out of the acts or omissions of the Contractor, Contractor's officers, agents, servants or employees under this contract.

XI. CLAIMS AGAINST GOVERNMENT. The Contractor expressly recognizes that the Government Claims Act (Title 5 of the Guam Annotated, Chapter 6) applies with respect only to claims of money owed by or to the Contractor against the Government if the claim arises out of or in connection with this agreement. The Contractor also expressly recognizes that all other claims by the Contractor against the Government are subject to the Guam Procurement Law (Title 5 of the Guam Annotated, Chapter 5).

XII. CONSENT TO JURISDICTION. The Contractor hereby expressly consents to the jurisdiction of and the forum of the courts of Guam with respect to any and all claims which may arise by reason of this Agreement, except as otherwise may be provided by the Guam Procurement Law. The Contractor waives any and all rights it may otherwise have to contest the same or to proceed in a different jurisdiction or forum.

XIII. MANDATORY REPRESENTATION BY CONTRACTOR REGARDING GENERAL ETHICAL STANDARDS (2 GAR Div. 4 11103 (b)). With respect to this Agreement and any other contract that the Contractor may have, or wish to enter into, with any Government of Guam agency, the Contractor represents that it has not knowingly influenced, and promises that it will not knowingly influence, any government employee to breach any of the ethical standards set forth in the Guam Procurement Law and in any of the Guam Procurement Regulations.

XIV. MANDATORY REPRESENTATION BY THE CONTRACTOR REGARDING PROHIBITION AGAINST GRATUITIES AND KICKBACKS (2 GAR Div. 4 11107(e)) With respect to this Agreement and any other contract that the Contractor may have or wish to enter into with any Government of Guam agency, the Contractor represents that he has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations.

IN WITNESS WHEREOF the parties hereto have executed this contract as of the day and year first indicated by their respective names, which shall only become effective on the date it is signed by the Governor of Guam.

CONTRACTOR:

GOVERNMENT:

VINCENT P. ARRIOLA
Director
Department of Public Works

Date: _____

Date: _____

CERTIFIED FUNDS AVAILABLE:

Allotment No.: 5682C211060AR301-230

LINDA J. IBANEZ
Department of Public Works
Certifying Officer

Amount: \$7,000,000.00

BBMR's APPROVAL:

APPROVED AS TO LEGALITY AND
FORM:

LESTER L. CARLSON, JR.
Director
Bureau of Budget and Management Research

DOUGLAS B. MOYLAN
Attorney General of Guam

Date: _____

Date: _____

APPROVED:

LOURDES A. LEON GUERRERO
Governor of Guam

Date: _____

ACKNOWLEDGEMENT OF RECEIPT FORM

DEPARTMENT OF PUBLIC WORKS

Please acknowledge receipt of

Project No: 730-5-1058-L-YIG

Professional Construction Management Services for the Construction of Simon Sanchez High School

Name of Prospective Offeror	_____
Name of person receiving RFP	_____
Signature	_____
Date	_____
Time	_____
Contact Person regarding RFP	_____
Company/Firm	_____
Title	_____
E-mail Address	_____
Contact Number	_____
Fax Number	_____
Address	_____ _____

ATTACHMENT A-9

"General Decision Number: GU20220001 02/25/2022"

Superseded General Decision Number: GU20210001

State: Guam

Construction Types: Building, Heavy, Highway and Residential

Excludes any projects funded under the National Defense Authorization Act 2010 - Guam Realignment Fund - Defense Policy Review

County: Guam Statewide.

BUILDING, HEAVY, HIGHWAY AND RESIDENTIAL

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026. Please note that this Executive Order applies to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022.	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
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The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number

0

1

Publication Date

01/07/2022

02/25/2022

* SUGU2020-001 03/05/2020

Project Name: RFP for Professional Construction Management Services
for the Construction of Simon Sanchez High School.
Project No.: 730-5-1058-L-YIG

	Rates	Fringes
CARPENTER	\$ 15.48	
CEMENT MASON	\$ 14.92 **	
ELECTRICIAN	\$ 18.52	
HEAVY EQUIPMENT MECHANIC	\$ 18.32	
HEAVY EQUIPMENT OPERATOR	\$ 16.58	
IRONWORKER, REINFORCING	\$ 15.61	
IRONWORKER, STRUCTURAL	\$ 14.90 **	
PAINTER	\$ 12.86 **	
PIPEFITTER	\$ 16.52	
PLASTERER	\$ 22.89	
PLUMBER	\$ 16.52	
REFRIGERATION MECHANIC (including (HVAC) Mechanic work)	\$ 18.43	
SHEET METAL WORKER	\$ 16.73	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00). Please see the Note at the top of the wage determination for more information.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
 - * an existing published wage determination
 - * a survey underlying a wage determination
 - * a Wage and Hour Division letter setting forth a position on a wage determination matter
 - * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION