



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

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



VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR.
Deputy Director

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of Monday, February 10, 2025, by and between the Department of Public Works, Government of Guam ("Disclosing Party"), and [*KE SWANSON*] ("Receiving Party"), collectively referred to as "the Parties."

(Print Name of Party)

The purpose of this Agreement is to protect the confidential and proprietary information exchanged in connection with the procurement and, Request for Proposal (RFP) process for the Simon Sanchez High School reconstruction project.

1. Definition of Confidential Information

1.1 For the purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or sensitive information disclosed by the Disclosing Party to the Receiving Party, either orally, electronically, or in writing, including but not limited to:

- RFP documentation, including scope, deliverables, and evaluation criteria.
- Proposals received in response to RFP
- Financial information, cost estimates, and budgets.
- Design documents, technical specifications, and plans.
- Stakeholder communications and approval processes.
- Any other information explicitly marked as "confidential" or reasonably understood to be confidential.

1.2 Confidential Information does not include information that:

- Was publicly available at the time of disclosure.
- Becomes publicly available without breach of this Agreement.

- Is independently developed by the Receiving Party without reference to the Confidential Information.
 - Is required to be disclosed by law or court order, provided the Receiving Party promptly notifies the Disclosing Party and cooperates to seek appropriate protection.
-

2. Obligations of the Receiving Party

2.1 The Receiving Party agrees to:

- Use Confidential Information solely for the purpose of participating in the RFP process and executing related responsibilities.
- Limit access to Confidential Information to employees, consultants, and subcontractors who need to know the information for the purpose of the project and who are bound by similar confidentiality obligations.
- Take all reasonable precautions to protect the confidentiality of the disclosed information.

2.2 The Receiving Party agrees not to:

- Disclose Confidential Information to any third party without prior written consent from the Disclosing Party.
 - Use Confidential Information for any purpose other than the RFP process and associated responsibilities.
-

3. Return or Destruction of Confidential Information

Upon completion of the RFP process or upon written request from the Disclosing Party, the Receiving Party agrees to:

- Return all physical copies of Confidential Information.
 - Permanently delete or destroy any electronic or digital records containing Confidential Information.
 - Provide a written certification of destruction upon request.
-

4. Term and Termination

This Agreement will remain in effect for:

- A period of five (5) years from the date of disclosure, or
 - Until the Parties agree in writing to terminate the Agreement.
-

5. Remedies

The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential

Information may cause irreparable harm to the Disclosing Party, and agrees that the Disclosing Party is entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

6. Miscellaneous

6.1 Governing Law: This Agreement shall be governed by the laws of Guam.

6.2 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements, whether written or oral.

6.3 Amendments: Any amendments to this Agreement must be made in writing and signed by both Parties.

7. Signatures

Disclosing Party

Department of Public Works,
Government of Guam

Receiving Party

Guam Dept of Education
Name of Company/Organization

By: _____

By: [Signature]

Name: _____

Name: K. E. SWANSON

Title: _____

Title: Superintendent

Date: _____

Date: 2/14/25



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

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



VINCENT P. ARRIOLA
Director

LINDA J. IBANEZ

Deputy Director

ERNEST G. CANDOLETA, JR.

Deputy Director

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of Monday, February 10, 2025, by and between the Department of Public Works, Government of Guam ("Disclosing Party"), and Linda J. Ibanez ("Receiving Party"), collectively referred to as "the Parties."

(Print Name of Party)

The purpose of this Agreement is to protect the confidential and proprietary information exchanged in connection with the procurement and, Request for Proposal (RFP) process for the Simon Sanchez High School reconstruction project.

1. Definition of Confidential Information

1.1 For the purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or sensitive information disclosed by the Disclosing Party to the Receiving Party, either orally, electronically, or in writing, including but not limited to:

- RFP documentation, including scope, deliverables, and evaluation criteria.
- Proposals received in response to RFP
- Financial information, cost estimates, and budgets.
- Design documents, technical specifications, and plans.
- Stakeholder communications and approval processes.
- Any other information explicitly marked as "confidential" or reasonably understood to be confidential.

1.2 Confidential Information does not include information that:

- Was publicly available at the time of disclosure.
- Becomes publicly available without breach of this Agreement.

- Is independently developed by the Receiving Party without reference to the Confidential Information.
 - Is required to be disclosed by law or court order, provided the Receiving Party promptly notifies the Disclosing Party and cooperates to seek appropriate protection.
-

2. Obligations of the Receiving Party

2.1 The Receiving Party agrees to:

- Use Confidential Information solely for the purpose of participating in the RFP process and executing related responsibilities.
- Limit access to Confidential Information to employees, consultants, and subcontractors who need to know the information for the purpose of the project and who are bound by similar confidentiality obligations.
- Take all reasonable precautions to protect the confidentiality of the disclosed information.

2.2 The Receiving Party agrees not to:

- Disclose Confidential Information to any third party without prior written consent from the Disclosing Party.
 - Use Confidential Information for any purpose other than the RFP process and associated responsibilities.
-

3. Return or Destruction of Confidential Information

Upon completion of the RFP process or upon written request from the Disclosing Party, the Receiving Party agrees to:

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 - Permanently delete or destroy any electronic or digital records containing Confidential Information.
 - Provide a written certification of destruction upon request.
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4. Term and Termination

This Agreement will remain in effect for:

- A period of five (5) years from the date of disclosure, or
 - Until the Parties agree in writing to terminate the Agreement.
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5. Remedies

The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential

Information may cause irreparable harm to the Disclosing Party, and agrees that the Disclosing Party is entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

6. Miscellaneous

6.1 Governing Law: This Agreement shall be governed by the laws of Guam.

6.2 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements, whether written or oral.

6.3 Amendments: Any amendments to this Agreement must be made in writing and signed by both Parties.

7. Signatures

Disclosing Party

Department of Public Works,
Government of Guam

Receiving Party

Department of Public Works
Name of Company/Organization

By: _____

By: _____

Name: _____

Name: Luigi T. Ibarr

Title: _____

Title: Deputy Chief

Date: _____

Date: 2/24/25



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

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



VINCENT P. ARRIOLA
Director

LINDA J. IBANEZ
Deputy Director

ERNEST G. CANDOLETA, JR.
Deputy Director

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of Monday, February 10, 2025, by and between the Department of Public Works, Government of Guam ("Disclosing Party"), and Benito R. SANTIAGO ("Receiving Party"), collectively referred to as "the Parties."

(Print Name of Party)

The purpose of this Agreement is to protect the confidential and proprietary information exchanged in connection with the procurement and, Request for Proposal (RFP) process for the Simon Sanchez High School reconstruction project.

1. Definition of Confidential Information

1.1 For the purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or sensitive information disclosed by the Disclosing Party to the Receiving Party, either orally, electronically, or in writing, including but not limited to:

- RFP documentation, including scope, deliverables, and evaluation criteria.
- Proposals received in response to RFP
- Financial information, cost estimates, and budgets.
- Design documents, technical specifications, and plans.
- Stakeholder communications and approval processes.
- Any other information explicitly marked as "confidential" or reasonably understood to be confidential.

1.2 Confidential Information does not include information that:

- Was publicly available at the time of disclosure.
- Becomes publicly available without breach of this Agreement.

- Is independently developed by the Receiving Party without reference to the Confidential Information.
 - Is required to be disclosed by law or court order, provided the Receiving Party promptly notifies the Disclosing Party and cooperates to seek appropriate protection.
-

2. Obligations of the Receiving Party

2.1 The Receiving Party agrees to:

- Use Confidential Information solely for the purpose of participating in the RFP process and executing related responsibilities.
- Limit access to Confidential Information to employees, consultants, and subcontractors who need to know the information for the purpose of the project and who are bound by similar confidentiality obligations.
- Take all reasonable precautions to protect the confidentiality of the disclosed information.

2.2 The Receiving Party agrees not to:

- Disclose Confidential Information to any third party without prior written consent from the Disclosing Party.
 - Use Confidential Information for any purpose other than the RFP process and associated responsibilities.
-

3. Return or Destruction of Confidential Information

Upon completion of the RFP process or upon written request from the Disclosing Party, the Receiving Party agrees to:

- Return all physical copies of Confidential Information.
 - Permanently delete or destroy any electronic or digital records containing Confidential Information.
 - Provide a written certification of destruction upon request.
-

4. Term and Termination

This Agreement will remain in effect for:

- A period of five (5) years from the date of disclosure, or
 - Until the Parties agree in writing to terminate the Agreement.
-

5. Remedies

The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential

Information may cause irreparable harm to the Disclosing Party, and agrees that the Disclosing Party is entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

6. Miscellaneous

6.1 Governing Law: This Agreement shall be governed by the laws of Guam.

6.2 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements, whether written or oral.

6.3 Amendments: Any amendments to this Agreement must be made in writing and signed by both Parties.

7. Signatures

Disclosing Party
Department of Public Works,
Government of Guam

By: _____

Name: _____

Title: _____

Date: _____

Receiving Party

DEPARTMENT OF PUBLIC WORKS
Name of Company/Organization

By: _____

Name: _____

Title: SAFETY ADMINISTRATOR /
ACTING BUILDING INSPECTOR
PERMIT ADMINISTRATOR

Date: 2/11/2025



The Honorable
LOURDES A. LEON GUERRERO
Maga' Haga - Governor

The Honorable
JOSHUA F. TENORIO
Sigundo Maga' Lâhi - Lieutenant Governor



VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR.
Deputy Director

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of Monday, February 10, 2025, by and between the Department of Public Works, Government of Guam ("Disclosing Party"), and CELINE CRUZ ("Receiving Party"), collectively referred to as "the Parties."

(Print Name of Party)

The purpose of this Agreement is to protect the confidential and proprietary information exchanged in connection with the procurement and, Request for Proposal (RFP) process for the Simon Sanchez High School reconstruction project.

1. Definition of Confidential Information

- 1.1** For the purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or sensitive information disclosed by the Disclosing Party to the Receiving Party, either orally, electronically, or in writing, including but not limited to:
- RFP documentation, including scope, deliverables, and evaluation criteria.
 - Proposals received in response to RFP
 - Financial information, cost estimates, and budgets.
 - Design documents, technical specifications, and plans.
 - Stakeholder communications and approval processes.
 - Any other information explicitly marked as "confidential" or reasonably understood to be confidential.
- 1.2** Confidential Information does not include information that:
- Was publicly available at the time of disclosure.
 - Becomes publicly available without breach of this Agreement.

- Is independently developed by the Receiving Party without reference to the Confidential Information.
 - Is required to be disclosed by law or court order, provided the Receiving Party promptly notifies the Disclosing Party and cooperates to seek appropriate protection.
-

2. Obligations of the Receiving Party

2.1 The Receiving Party agrees to:

- Use Confidential Information solely for the purpose of participating in the RFP process and executing related responsibilities.
- Limit access to Confidential Information to employees, consultants, and subcontractors who need to know the information for the purpose of the project and who are bound by similar confidentiality obligations.
- Take all reasonable precautions to protect the confidentiality of the disclosed information.

2.2 The Receiving Party agrees not to:

- Disclose Confidential Information to any third party without prior written consent from the Disclosing Party.
 - Use Confidential Information for any purpose other than the RFP process and associated responsibilities.
-

3. Return or Destruction of Confidential Information

Upon completion of the RFP process or upon written request from the Disclosing Party, the Receiving Party agrees to:

- Return all physical copies of Confidential Information.
 - Permanently delete or destroy any electronic or digital records containing Confidential Information.
 - Provide a written certification of destruction upon request.
-

4. Term and Termination

This Agreement will remain in effect for:

- A period of five (5) years from the date of disclosure, or
 - Until the Parties agree in writing to terminate the Agreement.
-

5. Remedies

The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential

Information may cause irreparable harm to the Disclosing Party, and agrees that the Disclosing Party is entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

6. Miscellaneous

6.1 Governing Law: This Agreement shall be governed by the laws of Guam.

6.2 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements, whether written or oral.

6.3 Amendments: Any amendments to this Agreement must be made in writing and signed by both Parties.

7. Signatures

Disclosing Party

Department of Public Works,
Government of Guam

By: _____

Name: _____

Title: _____

Date: _____

Receiving Party

DEPARTMENT OF LAND MANAGEMENT

Name of Company/Organization

By: 

Name: CEANE CRUZ

Title: CHIEF PLANNER

Date: 2/13/25



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

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



VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR.
Deputy Director

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of Monday, February 10, 2025, by and between the Department of Public Works, Government of Guam ("Disclosing Party"), and Carlos P Bordallo ("Receiving Party"), collectively referred to as "the Parties."

(Print Name of Party)

The purpose of this Agreement is to protect the confidential and proprietary information exchanged in connection with the procurement and, Request for Proposal (RFP) process for the Simon Sanchez High School reconstruction project.

1. Definition of Confidential Information

1.1 For the purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or sensitive information disclosed by the Disclosing Party to the Receiving Party, either orally, electronically, or in writing, including but not limited to:

- RFP documentation, including scope, deliverables, and evaluation criteria.
- Proposals received in response to RFP
- Financial information, cost estimates, and budgets.
- Design documents, technical specifications, and plans.
- Stakeholder communications and approval processes.
- Any other information explicitly marked as "confidential" or reasonably understood to be confidential.

1.2 Confidential Information does not include information that:

- Was publicly available at the time of disclosure.
- Becomes publicly available without breach of this Agreement.

- Is independently developed by the Receiving Party without reference to the Confidential Information.
 - Is required to be disclosed by law or court order, provided the Receiving Party promptly notifies the Disclosing Party and cooperates to seek appropriate protection.
-

2. Obligations of the Receiving Party

2.1 The Receiving Party agrees to:

- Use Confidential Information solely for the purpose of participating in the RFP process and executing related responsibilities.
- Limit access to Confidential Information to employees, consultants, and subcontractors who need to know the information for the purpose of the project and who are bound by similar confidentiality obligations.
- Take all reasonable precautions to protect the confidentiality of the disclosed information.

2.2 The Receiving Party agrees not to:

- Disclose Confidential Information to any third party without prior written consent from the Disclosing Party.
 - Use Confidential Information for any purpose other than the RFP process and associated responsibilities.
-

3. Return or Destruction of Confidential Information

Upon completion of the RFP process or upon written request from the Disclosing Party, the Receiving Party agrees to:

- Return all physical copies of Confidential Information.
 - Permanently delete or destroy any electronic or digital records containing Confidential Information.
 - Provide a written certification of destruction upon request.
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4. Term and Termination

This Agreement will remain in effect for:

- A period of five (5) years from the date of disclosure, or
 - Until the Parties agree in writing to terminate the Agreement.
-

5. Remedies

The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential

Information may cause irreparable harm to the Disclosing Party, and agrees that the Disclosing Party is entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

6. Miscellaneous

6.1 Governing Law: This Agreement shall be governed by the laws of Guam.

6.2 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements, whether written or oral.

6.3 Amendments: Any amendments to this Agreement must be made in writing and signed by both Parties.

7. Signatures

Disclosing Party

Department of Public Works,
Government of Guam

Receiving Party

Guam Economic Development Authority

Name of Company/Organization

By: _____

By: Carlos P. Bordallo

Name: _____

Name: Carlos P Bordallo

Title: _____

Title: Deputy Administrator

Date: _____

Date: February 11, 2025



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

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



VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR.
Deputy Director

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of Monday, February 10, 2025, by and between the Department of Public Works, Government of Guam ("Disclosing Party"), and CARLA D. MASNAYON ("Receiving Party"), collectively referred to as "the Parties."

(Print Name of Party)

The purpose of this Agreement is to protect the confidential and proprietary information exchanged in connection with the procurement and, Request for Proposal (RFP) process for the Simon Sanchez High School reconstruction project.

1. Definition of Confidential Information

1.1 For the purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or sensitive information disclosed by the Disclosing Party to the Receiving Party, either orally, electronically, or in writing, including but not limited to:

- RFP documentation, including scope, deliverables, and evaluation criteria.
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- Design documents, technical specifications, and plans.
- Stakeholder communications and approval processes.
- Any other information explicitly marked as "confidential" or reasonably understood to be confidential.

1.2 Confidential Information does not include information that:

- Was publicly available at the time of disclosure.
- Becomes publicly available without breach of this Agreement.

- Is independently developed by the Receiving Party without reference to the Confidential Information.
 - Is required to be disclosed by law or court order, provided the Receiving Party promptly notifies the Disclosing Party and cooperates to seek appropriate protection.
-

2. Obligations of the Receiving Party

2.1 The Receiving Party agrees to:

- Use Confidential Information solely for the purpose of participating in the RFP process and executing related responsibilities.
- Limit access to Confidential Information to employees, consultants, and subcontractors who need to know the information for the purpose of the project and who are bound by similar confidentiality obligations.
- Take all reasonable precautions to protect the confidentiality of the disclosed information.

2.2 The Receiving Party agrees not to:

- Disclose Confidential Information to any third party without prior written consent from the Disclosing Party.
 - Use Confidential Information for any purpose other than the RFP process and associated responsibilities.
-

3. Return or Destruction of Confidential Information

Upon completion of the RFP process or upon written request from the Disclosing Party, the Receiving Party agrees to:

- Return all physical copies of Confidential Information.
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 - Provide a written certification of destruction upon request.
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4. Term and Termination

This Agreement will remain in effect for:

- A period of five (5) years from the date of disclosure, or
 - Until the Parties agree in writing to terminate the Agreement.
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5. Remedies

The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential

Information may cause irreparable harm to the Disclosing Party, and agrees that the Disclosing Party is entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

6. Miscellaneous

6.1 Governing Law: This Agreement shall be governed by the laws of Guam.

6.2 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements, whether written or oral.

6.3 Amendments: Any amendments to this Agreement must be made in writing and signed by both Parties.

7. Signatures

Disclosing Party
Department of Public Works,
Government of Guam

Receiving Party

SIMON A. SANCHEZ HIGH SCHOOL
Name of Company/Organization

By: _____

By: CD Masnayan

Name: _____

Name: CARLA D. MASNAYON

Title: _____

Title: PRINCIPAL, SSHS

Date: _____

Date: 2/13/25



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

The Honorable
JOSHUA F. TENORIO
Sigundo Maga' Låhl - Lieutenant Governor



VINCENT P. ARRIOLA
Director

LINDA J. IBANEZ

Deputy Director

ERNEST G. CANDOLETA, JR.
Deputy Director

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of Monday, February 10, 2025, by and between the Department of Public Works, Government of Guam ("Disclosing Party"), and [Lester L. Carlson, Jr.] ("Receiving Party"), collectively referred to as "the Parties."

(Print Name of Party)

The purpose of this Agreement is to protect the confidential and proprietary information exchanged in connection with the procurement and, Request for Proposal (RFP) process for the Simon Sanchez High School reconstruction project.

1. Definition of Confidential Information

1.1 For the purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or sensitive information disclosed by the Disclosing Party to the Receiving Party, either orally, electronically, or in writing, including but not limited to:

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- Any other information explicitly marked as "confidential" or reasonably understood to be confidential.

1.2 Confidential Information does not include information that:

- Was publicly available at the time of disclosure.
- Becomes publicly available without breach of this Agreement.

- Is independently developed by the Receiving Party without reference to the Confidential Information.
 - Is required to be disclosed by law or court order, provided the Receiving Party promptly notifies the Disclosing Party and cooperates to seek appropriate protection.
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2. Obligations of the Receiving Party

2.1 The Receiving Party agrees to:

- Use Confidential Information solely for the purpose of participating in the RFP process and executing related responsibilities.
- Limit access to Confidential Information to employees, consultants, and subcontractors who need to know the information for the purpose of the project and who are bound by similar confidentiality obligations.
- Take all reasonable precautions to protect the confidentiality of the disclosed information.

2.2 The Receiving Party agrees not to:

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 - Use Confidential Information for any purpose other than the RFP process and associated responsibilities.
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3. Return or Destruction of Confidential Information

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- Return all physical copies of Confidential Information.
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4. Term and Termination

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- A period of five (5) years from the date of disclosure, or
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5. Remedies

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Information may cause irreparable harm to the Disclosing Party, and agrees that the Disclosing Party is entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

6. Miscellaneous

6.1 Governing Law: This Agreement shall be governed by the laws of Guam.

6.2 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements, whether written or oral.

6.3 Amendments: Any amendments to this Agreement must be made in writing and signed by both Parties.

7. Signatures

Disclosing Party
Department of Public Works,
Government of Guam

Receiving Party
Bureau of Budget & Management Research
Name of Company/Organization

By: _____

By: _____

Name: _____

Name: Lester L. Carlson, Jr.

Title: _____

Title: Director

Date: _____

Date: February 11, 2025



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

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



VINCENT P. ARRIOLA
Director

LINDA J. IBANEZ
Deputy Director

ERNEST G. CANDOLETA, JR.
Deputy Director

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of Monday, February 10, 2025, by and between the Department of Public Works, Government of Guam ("Disclosing Party"), and JOSEPA M. BORJA, DIRECTOR ("Receiving Party"), collectively referred to as "the Parties."
DEPARTMENT OF LAND MANAGEMENT
(Print Name of Party)

The purpose of this Agreement is to protect the confidential and proprietary information exchanged in connection with the procurement and, Request for Proposal (RFP) process for the Simon Sanchez High School reconstruction project.

1. Definition of Confidential Information

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- RFP documentation, including scope, deliverables, and evaluation criteria.
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- Becomes publicly available without breach of this Agreement.

- Is independently developed by the Receiving Party without reference to the Confidential Information.
 - Is required to be disclosed by law or court order, provided the Receiving Party promptly notifies the Disclosing Party and cooperates to seek appropriate protection.
-

2. Obligations of the Receiving Party

John 2.1 The Receiving Party agrees to:

- Use Confidential Information solely for the purpose of participating in the RFP process and executing related responsibilities.
- Limit access to Confidential Information to employees, consultants, and subcontractors who need to know the information for the purpose of the project and who are bound by similar confidentiality obligations.
- Take all reasonable precautions to protect the confidentiality of the disclosed information.

John 2.2 The Receiving Party agrees not to:

- Disclose Confidential Information to any third party without prior written consent from the Disclosing Party.
 - Use Confidential Information for any purpose other than the RFP process and associated responsibilities.
-

John 3. Return or Destruction of Confidential Information

Upon completion of the RFP process or upon written request from the Disclosing Party, the Receiving Party agrees to:

- Return all physical copies of Confidential Information.
 - Permanently delete or destroy any electronic or digital records containing Confidential Information.
 - Provide a written certification of destruction */deletion* upon request.
-

John 4. Term and Termination

This Agreement will remain in effect for:

- A period of five (5) years from the date of disclosure, or
 - Until the Parties agree in writing to terminate the Agreement.
-

John 5. Remedies

The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential

Information may cause irreparable harm to the Disclosing Party, and agrees that the Disclosing Party is entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

6. Miscellaneous

6.1 Governing Law: This Agreement shall be governed by the laws of Guam.

6.2 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements, whether written or oral.

6.3 Amendments: Any amendments to this Agreement must be made in writing and signed by both Parties.

7. Signatures

Disclosing Party

Department of Public Works,
Government of Guam

Receiving Party

DEPARTMENT OF LAND MANAGEMENT
Name of Company/Organization

By: _____

By:  _____

Name: _____

Name: JOSEPH M. BORJA

Title: _____

Title: DIRECTOR

Date: _____

Date: Feb. 21, 2025



The Honorable
LOURDES A. LEON GUERRERO
Maga' Huga - Governor

The Honorable
JOSHUA F. TENORIO
Sigundo Maga' Lâhi - Lieutenant Governor



VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR.
Deputy Director

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of Monday, February 10, 2025, by and between the Department of Public Works, Government of Guam ("Disclosing Party"), and CELINE CRUZ ("Receiving Party"), collectively referred to as "the Parties."

(Print Name of Party)

The purpose of this Agreement is to protect the confidential and proprietary information exchanged in connection with the procurement and, Request for Proposal (RFP) process for the Simon Sanchez High School reconstruction project.

1. Definition of Confidential Information

- 1.1** For the purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or sensitive information disclosed by the Disclosing Party to the Receiving Party, either orally, electronically, or in writing, including but not limited to:
- RFP documentation, including scope, deliverables, and evaluation criteria.
 - Proposals received in response to RFP
 - Financial information, cost estimates, and budgets.
 - Design documents, technical specifications, and plans.
 - Stakeholder communications and approval processes.
 - Any other information explicitly marked as "confidential" or reasonably understood to be confidential.
- 1.2** Confidential Information does not include information that:
- Was publicly available at the time of disclosure.
 - Becomes publicly available without breach of this Agreement.

- Is independently developed by the Receiving Party without reference to the Confidential Information.
 - Is required to be disclosed by law or court order, provided the Receiving Party promptly notifies the Disclosing Party and cooperates to seek appropriate protection.
-

2. Obligations of the Receiving Party

2.1 The Receiving Party agrees to:

- Use Confidential Information solely for the purpose of participating in the RFP process and executing related responsibilities.
- Limit access to Confidential Information to employees, consultants, and subcontractors who need to know the information for the purpose of the project and who are bound by similar confidentiality obligations.
- Take all reasonable precautions to protect the confidentiality of the disclosed information.

2.2 The Receiving Party agrees not to:

- Disclose Confidential Information to any third party without prior written consent from the Disclosing Party.
 - Use Confidential Information for any purpose other than the RFP process and associated responsibilities.
-

3. Return or Destruction of Confidential Information

Upon completion of the RFP process or upon written request from the Disclosing Party, the Receiving Party agrees to:

- Return all physical copies of Confidential Information.
 - Permanently delete or destroy any electronic or digital records containing Confidential Information.
 - Provide a written certification of destruction upon request.
-

4. Term and Termination

This Agreement will remain in effect for:

- A period of five (5) years from the date of disclosure, or
 - Until the Parties agree in writing to terminate the Agreement.
-

5. Remedies

The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential

Information may cause irreparable harm to the Disclosing Party, and agrees that the Disclosing Party is entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

6. Miscellaneous

6.1 Governing Law: This Agreement shall be governed by the laws of Guam.

6.2 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements, whether written or oral.

6.3 Amendments: Any amendments to this Agreement must be made in writing and signed by both Parties.

7. Signatures

Disclosing Party

Department of Public Works,
Government of Guam

By: _____

Name: _____

Title: _____

Date: _____

Receiving Party

DEPARTMENT OF LAND MANAGEMENT

Name of Company/Organization

By:  _____

Name: CEANE CRUZ

Title: CHIEF PLANNER

Date: 2/13/25



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

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



VINCENT P. ARRIOLA
Director

LINDA J. IBANEZ
Deputy Director

ERNEST G. CANDOLETA, JR.
Deputy Director

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of Monday, February 10, 2025, by and between the Department of Public Works, Government of Guam ("Disclosing Party"), and [THOMAS TOTRES] ("Receiving Party"), collectively referred to as "the Parties."
(Print Name of Party)

The purpose of this Agreement is to protect the confidential and proprietary information exchanged in connection with the procurement and, Request for Proposal (RFP) process for the Simon Sanchez High School reconstruction project.

1. Definition of Confidential Information

1.1 For the purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or sensitive information disclosed by the Disclosing Party to the Receiving Party, either orally, electronically, or in writing, including but not limited to:

- RFP documentation, including scope, deliverables, and evaluation criteria.
- Proposals received in response to RFP
- Financial information, cost estimates, and budgets.
- Design documents, technical specifications, and plans.
- Stakeholder communications and approval processes.
- Any other information explicitly marked as "confidential" or reasonably understood to be confidential.

1.2 Confidential Information does not include information that:

- Was publicly available at the time of disclosure.
- Becomes publicly available without breach of this Agreement.

- Is independently developed by the Receiving Party without reference to the Confidential Information.
 - Is required to be disclosed by law or court order, provided the Receiving Party promptly notifies the Disclosing Party and cooperates to seek appropriate protection.
-

2. Obligations of the Receiving Party

2.1 The Receiving Party agrees to:

- Use Confidential Information solely for the purpose of participating in the RFP process and executing related responsibilities.
- Limit access to Confidential Information to employees, consultants, and subcontractors who need to know the information for the purpose of the project and who are bound by similar confidentiality obligations.
- Take all reasonable precautions to protect the confidentiality of the disclosed information.

2.2 The Receiving Party agrees not to:

- Disclose Confidential Information to any third party without prior written consent from the Disclosing Party.
 - Use Confidential Information for any purpose other than the RFP process and associated responsibilities.
-

3. Return or Destruction of Confidential Information

Upon completion of the RFP process or upon written request from the Disclosing Party, the Receiving Party agrees to:

- Return all physical copies of Confidential Information.
 - Permanently delete or destroy any electronic or digital records containing Confidential Information.
 - Provide a written certification of destruction upon request.
-

4. Term and Termination

This Agreement will remain in effect for:

- A period of five (5) years from the date of disclosure, or
 - Until the Parties agree in writing to terminate the Agreement.
-

5. Remedies

The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential

Information may cause irreparable harm to the Disclosing Party, and agrees that the Disclosing Party is entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

6. Miscellaneous

6.1 Governing Law: This Agreement shall be governed by the laws of Guam.

6.2 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements, whether written or oral.

6.3 Amendments: Any amendments to this Agreement must be made in writing and signed by both Parties.

7. Signatures

Disclosing Party

Department of Public Works,
Government of Guam

By: _____

Name: _____

Title: _____

Date: _____

Receiving Party

Dept. of Land Management
Name of Company/Organization

By:  _____

Name: *THOMAS J. TORRES*

Title: *Contracting Secy*

Date: *3/21/25*



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

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



VINCENT P. ARRIOLA
Director

LINDA J. IBANEZ
Deputy Director

ERNEST G. CANDOLETA, JR.
Deputy Director

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of Monday, February 10, 2025, by and between the Department of Public Works, Government of Guam ("Disclosing Party"), and Edward M. San DDA ("Receiving Party"), collectively referred to as "the Parties."

(Print Name of Party)

The purpose of this Agreement is to protect the confidential and proprietary information exchanged in connection with the procurement and, Request for Proposal (RFP) process for the Simon Sanchez High School reconstruction project.

1. Definition of Confidential Information

1.1 For the purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or sensitive information disclosed by the Disclosing Party to the Receiving Party, either orally, electronically, or in writing, including but not limited to:

- RFP documentation, including scope, deliverables, and evaluation criteria.
- Proposals received in response to RFP
- Financial information, cost estimates, and budgets.
- Design documents, technical specifications, and plans.
- Stakeholder communications and approval processes.
- Any other information explicitly marked as "confidential" or reasonably understood to be confidential.

1.2 Confidential Information does not include information that:

- Was publicly available at the time of disclosure.
- Becomes publicly available without breach of this Agreement.

- Is independently developed by the Receiving Party without reference to the Confidential Information.
 - Is required to be disclosed by law or court order, provided the Receiving Party promptly notifies the Disclosing Party and cooperates to seek appropriate protection.
-

2. Obligations of the Receiving Party

2.1 The Receiving Party agrees to:

- Use Confidential Information solely for the purpose of participating in the RFP process and executing related responsibilities.
- Limit access to Confidential Information to employees, consultants, and subcontractors who need to know the information for the purpose of the project and who are bound by similar confidentiality obligations.
- Take all reasonable precautions to protect the confidentiality of the disclosed information.

2.2 The Receiving Party agrees not to:

- Disclose Confidential Information to any third party without prior written consent from the Disclosing Party.
 - Use Confidential Information for any purpose other than the RFP process and associated responsibilities.
-

3. Return or Destruction of Confidential Information

Upon completion of the RFP process or upon written request from the Disclosing Party, the Receiving Party agrees to:

- Return all physical copies of Confidential Information.
 - Permanently delete or destroy any electronic or digital records containing Confidential Information.
 - Provide a written certification of destruction upon request.
-

4. Term and Termination

This Agreement will remain in effect for:

- A period of five (5) years from the date of disclosure, or
 - Until the Parties agree in writing to terminate the Agreement.
-

5. Remedies

The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential

Information may cause irreparable harm to the Disclosing Party, and agrees that the Disclosing Party is entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

6. Miscellaneous

6.1 Governing Law: This Agreement shall be governed by the laws of Guam.

6.2 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements, whether written or oral.

6.3 Amendments: Any amendments to this Agreement must be made in writing and signed by both Parties.

7. Signatures

Disclosing Party

Department of Public Works,
Government of Guam

By: _____

Name: _____

Title: _____

Date: _____

Receiving Party

Name of Company/Organization

By: 

Name: EDUARDO M BIRN

Title: Director of Adminis. & Eval'n

Date: 7/17/25



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

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



VINCENT P. ARRIOLA
Director

LINDA J. IBANEZ

Deputy Director

ERNEST G. CANDOLETA, JR.

Deputy Director

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of Monday, February 10, 2025, by and between the Department of Public Works, Government of Guam ("Disclosing Party"), and Vincent P. Arriola ("Receiving Party"), collectively referred to as "the Parties."

(Print Name of Party)

The purpose of this Agreement is to protect the confidential and proprietary information exchanged in connection with the procurement and, Request for Proposal (RFP) process for the Simon Sanchez High School reconstruction project.

1. Definition of Confidential Information

1.1 For the purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or sensitive information disclosed by the Disclosing Party to the Receiving Party, either orally, electronically, or in writing, including but not limited to:

- RFP documentation, including scope, deliverables, and evaluation criteria.
- Proposals received in response to RFP
- Financial information, cost estimates, and budgets.
- Design documents, technical specifications, and plans.
- Stakeholder communications and approval processes.
- Any other information explicitly marked as "confidential" or reasonably understood to be confidential.

1.2 Confidential Information does not include information that:

- Was publicly available at the time of disclosure.
- Becomes publicly available without breach of this Agreement.

- Is independently developed by the Receiving Party without reference to the Confidential Information.
 - Is required to be disclosed by law or court order, provided the Receiving Party promptly notifies the Disclosing Party and cooperates to seek appropriate protection.
-

2. Obligations of the Receiving Party

2.1 The Receiving Party agrees to:

- Use Confidential Information solely for the purpose of participating in the RFP process and executing related responsibilities.
- Limit access to Confidential Information to employees, consultants, and subcontractors who need to know the information for the purpose of the project and who are bound by similar confidentiality obligations.
- Take all reasonable precautions to protect the confidentiality of the disclosed information.

2.2 The Receiving Party agrees not to:

- Disclose Confidential Information to any third party without prior written consent from the Disclosing Party.
 - Use Confidential Information for any purpose other than the RFP process and associated responsibilities.
-

3. Return or Destruction of Confidential Information

Upon completion of the RFP process or upon written request from the Disclosing Party, the Receiving Party agrees to:

- Return all physical copies of Confidential Information.
 - Permanently delete or destroy any electronic or digital records containing Confidential Information.
 - Provide a written certification of destruction upon request.
-

4. Term and Termination

This Agreement will remain in effect for:

- A period of five (5) years from the date of disclosure, or
 - Until the Parties agree in writing to terminate the Agreement.
-

5. Remedies

The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential

Information may cause irreparable harm to the Disclosing Party, and agrees that the Disclosing Party is entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

6. Miscellaneous

6.1 Governing Law: This Agreement shall be governed by the laws of Guam.

6.2 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements, whether written or oral.

6.3 Amendments: Any amendments to this Agreement must be made in writing and signed by both Parties.

7. Signatures

Disclosing Party

Department of Public Works,
Government of Guam

By: V.C.I.

Name: Vincent P. Amato

Title: Director

Date: 2-20-25

Receiving Party

DPW
Name of Company/Organization

By: Vincent P. Amato

Name: V.C.I.

Title: Director

Date: 2-20-25



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

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



VINCENT P. ARRIOLA
Director

LINDA J. IBANEZ
Deputy Director

ERNEST G. CANDOLETA, JR.
Deputy Director

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of Monday, February 10, 2025, by and between the Department of Public Works, Government of Guam ("Disclosing Party"), and JOSHUA F. TENORIO ("Receiving Party"), collectively referred to as "the Parties."

(Print Name of Party)

The purpose of this Agreement is to protect the confidential and proprietary information exchanged in connection with the procurement and, Request for Proposal (RFP) process for the Simon Sanchez High School reconstruction project.

1. Definition of Confidential Information

1.1 For the purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or sensitive information disclosed by the Disclosing Party to the Receiving Party, either orally, electronically, or in writing, including but not limited to:

- RFP documentation, including scope, deliverables, and evaluation criteria.
- Proposals received in response to RFP
- Financial information, cost estimates, and budgets.
- Design documents, technical specifications, and plans.
- Stakeholder communications and approval processes.
- Any other information explicitly marked as "confidential" or reasonably understood to be confidential.

1.2 Confidential Information does not include information that:

- Was publicly available at the time of disclosure.
- Becomes publicly available without breach of this Agreement.

- Is independently developed by the Receiving Party without reference to the Confidential Information.
 - Is required to be disclosed by law or court order, provided the Receiving Party promptly notifies the Disclosing Party and cooperates to seek appropriate protection.
-

2. Obligations of the Receiving Party

2.1 The Receiving Party agrees to:

- Use Confidential Information solely for the purpose of participating in the RFP process and executing related responsibilities.
- Limit access to Confidential Information to employees, consultants, and subcontractors who need to know the information for the purpose of the project and who are bound by similar confidentiality obligations.
- Take all reasonable precautions to protect the confidentiality of the disclosed information.

2.2 The Receiving Party agrees not to:

- Disclose Confidential Information to any third party without prior written consent from the Disclosing Party.
 - Use Confidential Information for any purpose other than the RFP process and associated responsibilities.
-

3. Return or Destruction of Confidential Information

Upon completion of the RFP process or upon written request from the Disclosing Party, the Receiving Party agrees to:

- Return all physical copies of Confidential Information.
 - Permanently delete or destroy any electronic or digital records containing Confidential Information.
 - Provide a written certification of destruction upon request.
-

4. Term and Termination

This Agreement will remain in effect for:

- A period of five (5) years from the date of disclosure, or
 - Until the Parties agree in writing to terminate the Agreement.
-

5. Remedies

The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential

Information may cause irreparable harm to the Disclosing Party, and agrees that the Disclosing Party is entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

6. Miscellaneous

6.1 Governing Law: This Agreement shall be governed by the laws of Guam.

6.2 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements, whether written or oral.

6.3 Amendments: Any amendments to this Agreement must be made in writing and signed by both Parties.

7. Signatures

Disclosing Party

**Department of Public Works,
Government of Guam**

Receiving Party

Dpw
Name of Company/Organization

By: _____

By: H. C. A. A. A.

Name: _____

Name: John F. Colanaghi

Title: _____

Title: ENG'R SUPV.

Date: _____

Date: 2/24/25



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

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



VINCENT P. ARRIOLA
Director

LINDA J. IBANEZ

Deputy Director

ERNEST G. CANDOLETA, JR.

Deputy Director

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of Monday, February 10, 2025, by and between the Department of Public Works, Government of Guam ("Disclosing Party"), and Linda J. Ibanez ("Receiving Party"), collectively referred to as "the Parties."

(Print Name of Party)

The purpose of this Agreement is to protect the confidential and proprietary information exchanged in connection with the procurement and, Request for Proposal (RFP) process for the Simon Sanchez High School reconstruction project.

1. Definition of Confidential Information

- 1.1** For the purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or sensitive information disclosed by the Disclosing Party to the Receiving Party, either orally, electronically, or in writing, including but not limited to:
- RFP documentation, including scope, deliverables, and evaluation criteria.
 - Proposals received in response to RFP
 - Financial information, cost estimates, and budgets.
 - Design documents, technical specifications, and plans.
 - Stakeholder communications and approval processes.
 - Any other information explicitly marked as "confidential" or reasonably understood to be confidential.
- 1.2** Confidential Information does not include information that:
- Was publicly available at the time of disclosure.
 - Becomes publicly available without breach of this Agreement.

- Is independently developed by the Receiving Party without reference to the Confidential Information.
 - Is required to be disclosed by law or court order, provided the Receiving Party promptly notifies the Disclosing Party and cooperates to seek appropriate protection.
-

2. Obligations of the Receiving Party

2.1 The Receiving Party agrees to:

- Use Confidential Information solely for the purpose of participating in the RFP process and executing related responsibilities.
- Limit access to Confidential Information to employees, consultants, and subcontractors who need to know the information for the purpose of the project and who are bound by similar confidentiality obligations.
- Take all reasonable precautions to protect the confidentiality of the disclosed information.

2.2 The Receiving Party agrees not to:

- Disclose Confidential Information to any third party without prior written consent from the Disclosing Party.
 - Use Confidential Information for any purpose other than the RFP process and associated responsibilities.
-

3. Return or Destruction of Confidential Information

Upon completion of the RFP process or upon written request from the Disclosing Party, the Receiving Party agrees to:

- Return all physical copies of Confidential Information.
 - Permanently delete or destroy any electronic or digital records containing Confidential Information.
 - Provide a written certification of destruction upon request.
-

4. Term and Termination

This Agreement will remain in effect for:

- A period of five (5) years from the date of disclosure, or
 - Until the Parties agree in writing to terminate the Agreement.
-

5. Remedies

The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential

Information may cause irreparable harm to the Disclosing Party, and agrees that the Disclosing Party is entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

6. Miscellaneous

6.1 Governing Law: This Agreement shall be governed by the laws of Guam.

6.2 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements, whether written or oral.

6.3 Amendments: Any amendments to this Agreement must be made in writing and signed by both Parties.

7. Signatures

Disclosing Party

Department of Public Works,
Government of Guam

Receiving Party

Department of Public Works
Name of Company/Organization

By: _____

By: _____

Name: _____

Name: *Luig T. Ibarr*

Title: _____

Title: *Deputy Chief*

Date: _____

Date: *2/24/25*



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

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



VINCENT P. ARRIOLA
Director

LINDA J. IBANEZ
Deputy Director

ERNEST G. CANDOLETA, JR.
Deputy Director

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of Monday, February 10, 2025, by and between the Department of Public Works, Government of Guam ("Disclosing Party"), and Benito R. SANTIAGO ("Receiving Party"), collectively referred to as "the Parties."
(Print Name of Party)

The purpose of this Agreement is to protect the confidential and proprietary information exchanged in connection with the procurement and, Request for Proposal (RFP) process for the Simon Sanchez High School reconstruction project.

1. Definition of Confidential Information

1.1 For the purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or sensitive information disclosed by the Disclosing Party to the Receiving Party, either orally, electronically, or in writing, including but not limited to:

- RFP documentation, including scope, deliverables, and evaluation criteria.
- Proposals received in response to RFP
- Financial information, cost estimates, and budgets.
- Design documents, technical specifications, and plans.
- Stakeholder communications and approval processes.
- Any other information explicitly marked as "confidential" or reasonably understood to be confidential.

1.2 Confidential Information does not include information that:

- Was publicly available at the time of disclosure.
- Becomes publicly available without breach of this Agreement.

- Is independently developed by the Receiving Party without reference to the Confidential Information.
 - Is required to be disclosed by law or court order, provided the Receiving Party promptly notifies the Disclosing Party and cooperates to seek appropriate protection.
-

2. Obligations of the Receiving Party

2.1 The Receiving Party agrees to:

- Use Confidential Information solely for the purpose of participating in the RFP process and executing related responsibilities.
- Limit access to Confidential Information to employees, consultants, and subcontractors who need to know the information for the purpose of the project and who are bound by similar confidentiality obligations.
- Take all reasonable precautions to protect the confidentiality of the disclosed information.

2.2 The Receiving Party agrees not to:

- Disclose Confidential Information to any third party without prior written consent from the Disclosing Party.
 - Use Confidential Information for any purpose other than the RFP process and associated responsibilities.
-

3. Return or Destruction of Confidential Information

Upon completion of the RFP process or upon written request from the Disclosing Party, the Receiving Party agrees to:

- Return all physical copies of Confidential Information.
 - Permanently delete or destroy any electronic or digital records containing Confidential Information.
 - Provide a written certification of destruction upon request.
-

4. Term and Termination

This Agreement will remain in effect for:

- A period of five (5) years from the date of disclosure, or
 - Until the Parties agree in writing to terminate the Agreement.
-

5. Remedies

The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential

Information may cause irreparable harm to the Disclosing Party, and agrees that the Disclosing Party is entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

6. Miscellaneous

6.1 Governing Law: This Agreement shall be governed by the laws of Guam.

6.2 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements, whether written or oral.

6.3 Amendments: Any amendments to this Agreement must be made in writing and signed by both Parties.

7. Signatures

Disclosing Party
Department of Public Works,
Government of Guam

By: _____

Name: _____

Title: _____

Date: _____

Receiving Party

DEPARTMENT OF PUBLIC WORKS
Name of Company/Organization

By: _____

Name: _____

Title: SAFETY ADMINISTRATOR /
ACTING BUILDING INSPECTOR
PERMIT ADMINISTRATOR

Date: 2/11/2025



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

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



VINCENT P. ARRIOLA
Director

LINDA J. IBANEZ
Deputy Director

ERNEST G. CANDOLETA, JR.
Deputy Director

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of Monday, February 10, 2025, by and between the Department of Public Works, Government of Guam ("Disclosing Party"), and [Valarie A. San Nicolas-Cruz] ("Receiving Party"), collectively referred to as "the Parties."

(Print Name of Party)

The purpose of this Agreement is to protect the confidential and proprietary information exchanged in connection with the procurement and, Request for Proposal (RFP) process for the Simon Sanchez High School reconstruction project.

1. Definition of Confidential Information

1.1 For the purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or sensitive information disclosed by the Disclosing Party to the Receiving Party, either orally, electronically, or in writing, including but not limited to:

- RFP documentation, including scope, deliverables, and evaluation criteria.
- Proposals received in response to RFP
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- Design documents, technical specifications, and plans.
- Stakeholder communications and approval processes.
- Any other information explicitly marked as "confidential" or reasonably understood to be confidential.

1.2 Confidential Information does not include information that:

- Was publicly available at the time of disclosure.
- Becomes publicly available without breach of this Agreement.

- Is independently developed by the Receiving Party without reference to the Confidential Information.
 - Is required to be disclosed by law or court order, provided the Receiving Party promptly notifies the Disclosing Party and cooperates to seek appropriate protection.
-

2. Obligations of the Receiving Party

2.1 The Receiving Party agrees to:

- Use Confidential Information solely for the purpose of participating in the RFP process and executing related responsibilities.
- Limit access to Confidential Information to employees, consultants, and subcontractors who need to know the information for the purpose of the project and who are bound by similar confidentiality obligations.
- Take all reasonable precautions to protect the confidentiality of the disclosed information.

2.2 The Receiving Party agrees not to:

- Disclose Confidential Information to any third party without prior written consent from the Disclosing Party.
 - Use Confidential Information for any purpose other than the RFP process and associated responsibilities.
-

3. Return or Destruction of Confidential Information

Upon completion of the RFP process or upon written request from the Disclosing Party, the Receiving Party agrees to:

- Return all physical copies of Confidential Information.
 - Permanently delete or destroy any electronic or digital records containing Confidential Information.
 - Provide a written certification of destruction upon request.
-

4. Term and Termination

This Agreement will remain in effect for:

- A period of five (5) years from the date of disclosure, or
 - Until the Parties agree in writing to terminate the Agreement.
-

5. Remedies

The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential

Information may cause irreparable harm to the Disclosing Party, and agrees that the Disclosing Party is entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

6. Miscellaneous

6.1 Governing Law: This Agreement shall be governed by the laws of Guam.

6.2 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements, whether written or oral.

6.3 Amendments: Any amendments to this Agreement must be made in writing and signed by both Parties.

7. Signatures

Disclosing Party
Department of Public Works,
Government of Guam

By: _____

Name: _____

Title: _____

Date: _____

Receiving Party

Department of Public Works
Name of Company/Organization

By: _____

Name: Valarie A. San Nicolas-Cruz

Title: Secretary

Date: 02/19/25



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

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



VINCENT P. ARRIOLA
Director

LINDA J. IBANEZ
Deputy Director

ERNEST G. CANDOLETA, JR.
Deputy Director

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of Monday, February 10, 2025, by and between the Department of Public Works, Government of Guam ("Disclosing Party"), and JEFFERY J. TOWES ("Receiving Party"), collectively referred to as "the Parties."

(Print Name of Party)

The purpose of this Agreement is to protect the confidential and proprietary information exchanged in connection with the procurement and, Request for Proposal (RFP) process for the Simon Sanchez High School reconstruction project.

1. Definition of Confidential Information

1.1 For the purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or sensitive information disclosed by the Disclosing Party to the Receiving Party, either orally, electronically, or in writing, including but not limited to:

- RFP documentation, including scope, deliverables, and evaluation criteria.
- Proposals received in response to RFP
- Financial information, cost estimates, and budgets.
- Design documents, technical specifications, and plans.
- Stakeholder communications and approval processes.
- Any other information explicitly marked as "confidential" or reasonably understood to be confidential.

1.2 Confidential Information does not include information that:

- Was publicly available at the time of disclosure.
- Becomes publicly available without breach of this Agreement.

- Is independently developed by the Receiving Party without reference to the Confidential Information.
 - Is required to be disclosed by law or court order, provided the Receiving Party promptly notifies the Disclosing Party and cooperates to seek appropriate protection.
-

2. Obligations of the Receiving Party

2.1 The Receiving Party agrees to:

- Use Confidential Information solely for the purpose of participating in the RFP process and executing related responsibilities.
- Limit access to Confidential Information to employees, consultants, and subcontractors who need to know the information for the purpose of the project and who are bound by similar confidentiality obligations.
- Take all reasonable precautions to protect the confidentiality of the disclosed information.

2.2 The Receiving Party agrees not to:

- Disclose Confidential Information to any third party without prior written consent from the Disclosing Party.
 - Use Confidential Information for any purpose other than the RFP process and associated responsibilities.
-

3. Return or Destruction of Confidential Information

Upon completion of the RFP process or upon written request from the Disclosing Party, the Receiving Party agrees to:

- Return all physical copies of Confidential Information.
 - Permanently delete or destroy any electronic or digital records containing Confidential Information.
 - Provide a written certification of destruction upon request.
-

4. Term and Termination

This Agreement will remain in effect for:

- A period of five (5) years from the date of disclosure, or
 - Until the Parties agree in writing to terminate the Agreement.
-

5. Remedies

The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential

Information may cause irreparable harm to the Disclosing Party, and agrees that the Disclosing Party is entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

6. Miscellaneous

6.1 Governing Law: This Agreement shall be governed by the laws of Guam.

6.2 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements, whether written or oral.

6.3 Amendments: Any amendments to this Agreement must be made in writing and signed by both Parties.

7. Signatures

Disclosing Party

Department of Public Works,
Government of Guam

Receiving Party

DPW

Name of Company/Organization

By: _____

By: [Signature]

Name: _____

Name: Jeffrey Tove

Title: _____

Title: SPC

Date: _____

Date: 2/26/200



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

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



VINCENT P. ARRIOLA
Director

LINDA J. IBANEZ

Deputy Director

ERNEST G. CANDOLETA, JR.

Deputy Director

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of Monday, February 10, 2025, by and between the Department of Public Works, Government of Guam ("Disclosing Party"), and Donna Herrero ("Receiving Party"), collectively referred to as "the Parties."

(Print Name of Party)

The purpose of this Agreement is to protect the confidential and proprietary information exchanged in connection with the procurement and, Request for Proposal (RFP) process for the Simon Sanchez High School reconstruction project.

1. Definition of Confidential Information

1.1 For the purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or sensitive information disclosed by the Disclosing Party to the Receiving Party, either orally, electronically, or in writing, including but not limited to:

- RFP documentation, including scope, deliverables, and evaluation criteria.
- Proposals received in response to RFP
- Financial information, cost estimates, and budgets.
- Design documents, technical specifications, and plans.
- Stakeholder communications and approval processes.
- Any other information explicitly marked as "confidential" or reasonably understood to be confidential.

1.2 Confidential Information does not include information that:

- Was publicly available at the time of disclosure.
- Becomes publicly available without breach of this Agreement.

- Is independently developed by the Receiving Party without reference to the Confidential Information.
 - Is required to be disclosed by law or court order, provided the Receiving Party promptly notifies the Disclosing Party and cooperates to seek appropriate protection.
-

2. Obligations of the Receiving Party

2.1 The Receiving Party agrees to:

- Use Confidential Information solely for the purpose of participating in the RFP process and executing related responsibilities.
- Limit access to Confidential Information to employees, consultants, and subcontractors who need to know the information for the purpose of the project and who are bound by similar confidentiality obligations.
- Take all reasonable precautions to protect the confidentiality of the disclosed information.

2.2 The Receiving Party agrees not to:

- Disclose Confidential Information to any third party without prior written consent from the Disclosing Party.
 - Use Confidential Information for any purpose other than the RFP process and associated responsibilities.
-

3. Return or Destruction of Confidential Information

Upon completion of the RFP process or upon written request from the Disclosing Party, the Receiving Party agrees to:

- Return all physical copies of Confidential Information.
 - Permanently delete or destroy any electronic or digital records containing Confidential Information.
 - Provide a written certification of destruction upon request.
-

4. Term and Termination

This Agreement will remain in effect for:

- A period of five (5) years from the date of disclosure, or
 - Until the Parties agree in writing to terminate the Agreement.
-

5. Remedies

The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential

Information may cause irreparable harm to the Disclosing Party, and agrees that the Disclosing Party is entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

6. Miscellaneous

6.1 Governing Law: This Agreement shall be governed by the laws of Guam.

6.2 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements, whether written or oral.

6.3 Amendments: Any amendments to this Agreement must be made in writing and signed by both Parties.

7. Signatures

Disclosing Party
Department of Public Works,
Government of Guam

Receiving Party

Department of Public Works
Name of Company/Organization

By: _____

By:  _____

Name: _____

Name: DONNA LORRERO

Title: _____

Title: _____

Date: _____

Date: _____



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

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



VINCENT P. ARRIOLA
Director

LINDA J. IBANEZ

Deputy Director

ERNEST G. CANDOLETA, JR.
Deputy Director

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of Monday, February 10, 2025, by and between the Department of Public Works, Government of Guam ("Disclosing Party"), and ERNEST G. CANDOLETA JR. ("Receiving Party"), collectively referred to as "the Parties."

(Print Name of Party)

The purpose of this Agreement is to protect the confidential and proprietary information exchanged in connection with the procurement and, Request for Proposal (RFP) process for the Simon Sanchez High School reconstruction project.

1. Definition of Confidential Information

1.1 For the purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or sensitive information disclosed by the Disclosing Party to the Receiving Party, either orally, electronically, or in writing, including but not limited to:

- RFP documentation, including scope, deliverables, and evaluation criteria.
- Proposals received in response to RFP
- Financial information, cost estimates, and budgets.
- Design documents, technical specifications, and plans.
- Stakeholder communications and approval processes.
- Any other information explicitly marked as "confidential" or reasonably understood to be confidential.

1.2 Confidential Information does not include information that:

- Was publicly available at the time of disclosure.
- Becomes publicly available without breach of this Agreement.

- Is independently developed by the Receiving Party without reference to the Confidential Information.
 - Is required to be disclosed by law or court order, provided the Receiving Party promptly notifies the Disclosing Party and cooperates to seek appropriate protection.
-

2. Obligations of the Receiving Party

2.1 The Receiving Party agrees to:

- Use Confidential Information solely for the purpose of participating in the RFP process and executing related responsibilities.
- Limit access to Confidential Information to employees, consultants, and subcontractors who need to know the information for the purpose of the project and who are bound by similar confidentiality obligations.
- Take all reasonable precautions to protect the confidentiality of the disclosed information.

2.2 The Receiving Party agrees not to:

- Disclose Confidential Information to any third party without prior written consent from the Disclosing Party.
 - Use Confidential Information for any purpose other than the RFP process and associated responsibilities.
-

3. Return or Destruction of Confidential Information

Upon completion of the RFP process or upon written request from the Disclosing Party, the Receiving Party agrees to:

- Return all physical copies of Confidential Information.
 - Permanently delete or destroy any electronic or digital records containing Confidential Information.
 - Provide a written certification of destruction upon request.
-

4. Term and Termination

This Agreement will remain in effect for:

- A period of five (5) years from the date of disclosure, or
 - Until the Parties agree in writing to terminate the Agreement.
-

5. Remedies

The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential

Information may cause irreparable harm to the Disclosing Party, and agrees that the Disclosing Party is entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

6. Miscellaneous

6.1 Governing Law: This Agreement shall be governed by the laws of Guam.

6.2 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements, whether written or oral.

6.3 Amendments: Any amendments to this Agreement must be made in writing and signed by both Parties.

7. Signatures

Disclosing Party
Department of Public Works,
Government of Guam

Receiving Party

DEPT. OF PUBLIC WORKS

Name of Company/Organization

By: _____

By: _____

Name: _____

Name: ERNEST G. CANNOLETA JR.

Title: _____

Title: DPW DEPUTY DIRECTOR

Date: _____

Date: 2/19/2025



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

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



VINCENT P. ARRIOLA
Director

LINDA J. IBANEZ
Deputy Director

ERNEST G. CANDOLETA, JR.
Deputy Director

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of Monday, February 10, 2025, by and between the Department of Public Works, Government of Guam ("Disclosing Party"), and
[ARCA TITANI] **("Receiving Party"), collectively referred to as "the Parties."**

(Print Name of Party)

The purpose of this Agreement is to protect the confidential and proprietary information exchanged in connection with the procurement and, Request for Proposal (RFP) process for the Simon Sanchez High School reconstruction project.

1. Definition of Confidential Information

1.1 For the purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or sensitive information disclosed by the Disclosing Party to the Receiving Party, either orally, electronically, or in writing, including but not limited to:

- RFP documentation, including scope, deliverables, and evaluation criteria.
- Proposals received in response to RFP
- Financial information, cost estimates, and budgets.
- Design documents, technical specifications, and plans.
- Stakeholder communications and approval processes.
- Any other information explicitly marked as "confidential" or reasonably understood to be confidential.

1.2 Confidential Information does not include information that:

- Was publicly available at the time of disclosure.
- Becomes publicly available without breach of this Agreement.

- Is independently developed by the Receiving Party without reference to the Confidential Information.
 - Is required to be disclosed by law or court order, provided the Receiving Party promptly notifies the Disclosing Party and cooperates to seek appropriate protection.
-

2. Obligations of the Receiving Party

2.1 The Receiving Party agrees to:

- Use Confidential Information solely for the purpose of participating in the RFP process and executing related responsibilities.
- Limit access to Confidential Information to employees, consultants, and subcontractors who need to know the information for the purpose of the project and who are bound by similar confidentiality obligations.
- Take all reasonable precautions to protect the confidentiality of the disclosed information.

2.2 The Receiving Party agrees not to:

- Disclose Confidential Information to any third party without prior written consent from the Disclosing Party.
 - Use Confidential Information for any purpose other than the RFP process and associated responsibilities.
-

3. Return or Destruction of Confidential Information

Upon completion of the RFP process or upon written request from the Disclosing Party, the Receiving Party agrees to:

- Return all physical copies of Confidential Information.
 - Permanently delete or destroy any electronic or digital records containing Confidential Information.
 - Provide a written certification of destruction upon request.
-

4. Term and Termination

This Agreement will remain in effect for:

- A period of five (5) years from the date of disclosure, or
 - Until the Parties agree in writing to terminate the Agreement.
-

5. Remedies

The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential

Information may cause irreparable harm to the Disclosing Party, and agrees that the Disclosing Party is entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

6. Miscellaneous

6.1 Governing Law: This Agreement shall be governed by the laws of Guam.

6.2 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements, whether written or oral.

6.3 Amendments: Any amendments to this Agreement must be made in writing and signed by both Parties.

7. Signatures

Disclosing Party
Department of Public Works,
Government of Guam

By: _____

Name: _____

Title: _____

Date: _____

Receiving Party

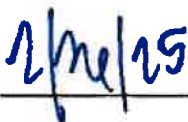
PPW

Name of Company/Organization

By:  _____

Name:  _____

Title:  _____

Date:  _____



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

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



VINCENT P. ARRIOLA
Director

LINDA J. IBANEZ
Deputy Director

ERNEST G. CANDOLETA, JR.
Deputy Director

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of Monday, February 10, 2025, by and between the Department of Public Works, Government of Guam ("Disclosing Party"), and BERNARDO T. JUNIO ("Receiving Party"), collectively referred to as "the Parties."

(Print Name of Party)

The purpose of this Agreement is to protect the confidential and proprietary information exchanged in connection with the procurement and, Request for Proposal (RFP) process for the Simon Sanchez High School reconstruction project.

1. Definition of Confidential Information

1.1 For the purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or sensitive information disclosed by the Disclosing Party to the Receiving Party, either orally, electronically, or in writing, including but not limited to:

- RFP documentation, including scope, deliverables, and evaluation criteria.
- Proposals received in response to RFP
- Financial information, cost estimates, and budgets.
- Design documents, technical specifications, and plans.
- Stakeholder communications and approval processes.
- Any other information explicitly marked as "confidential" or reasonably understood to be confidential.

1.2 Confidential Information does not include information that:

- Was publicly available at the time of disclosure.
- Becomes publicly available without breach of this Agreement.

- Is independently developed by the Receiving Party without reference to the Confidential Information.
 - Is required to be disclosed by law or court order, provided the Receiving Party promptly notifies the Disclosing Party and cooperates to seek appropriate protection.
-

2. Obligations of the Receiving Party

2.1 The Receiving Party agrees to:

- Use Confidential Information solely for the purpose of participating in the RFP process and executing related responsibilities.
- Limit access to Confidential Information to employees, consultants, and subcontractors who need to know the information for the purpose of the project and who are bound by similar confidentiality obligations.
- Take all reasonable precautions to protect the confidentiality of the disclosed information.

2.2 The Receiving Party agrees not to:

- Disclose Confidential Information to any third party without prior written consent from the Disclosing Party.
 - Use Confidential Information for any purpose other than the RFP process and associated responsibilities.
-

3. Return or Destruction of Confidential Information

Upon completion of the RFP process or upon written request from the Disclosing Party, the Receiving Party agrees to:

- Return all physical copies of Confidential Information.
 - Permanently delete or destroy any electronic or digital records containing Confidential Information.
 - Provide a written certification of destruction upon request.
-

4. Term and Termination

This Agreement will remain in effect for:

- A period of five (5) years from the date of disclosure, or
 - Until the Parties agree in writing to terminate the Agreement.
-

5. Remedies

The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential

Information may cause irreparable harm to the Disclosing Party, and agrees that the Disclosing Party is entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

6. Miscellaneous

6.1 Governing Law: This Agreement shall be governed by the laws of Guam.

6.2 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements, whether written or oral.

6.3 Amendments: Any amendments to this Agreement must be made in writing and signed by both Parties.

7. Signatures

Disclosing Party

Department of Public Works,
Government of Guam

Receiving Party

PPW 
Name of Company/Organization

By: _____

By: _____

Name: _____

Name: BERNARDO T. JUNIO

Title: _____

Title: EHGR II

Date: _____

Date: 5-27-25



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

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



VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR.
Deputy Director

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of Monday, February 10, 2025, by and between the Department of Public Works, Government of Guam ("Disclosing Party"), and
Skylar L. I. Suarez ("Receiving Party"), collectively referred to as "the Parties."

(Print Name of Party)

The purpose of this Agreement is to protect the confidential and proprietary information exchanged in connection with the procurement and, Request for Proposal (RFP) process for the Simon Sanchez High School reconstruction project.

1. Definition of Confidential Information

1.1 For the purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or sensitive information disclosed by the Disclosing Party to the Receiving Party, either orally, electronically, or in writing, including but not limited to:

- RFP documentation, including scope, deliverables, and evaluation criteria.
- Proposals received in response to RFP
- Financial information, cost estimates, and budgets.
- Design documents, technical specifications, and plans.
- Stakeholder communications and approval processes.
- Any other information explicitly marked as "confidential" or reasonably understood to be confidential.

1.2 Confidential Information does not include information that:

- Was publicly available at the time of disclosure.
- Becomes publicly available without breach of this Agreement.

- Is independently developed by the Receiving Party without reference to the Confidential Information.
 - Is required to be disclosed by law or court order, provided the Receiving Party promptly notifies the Disclosing Party and cooperates to seek appropriate protection.
-

2. Obligations of the Receiving Party

2.1 The Receiving Party agrees to:

- Use Confidential Information solely for the purpose of participating in the RFP process and executing related responsibilities.
- Limit access to Confidential Information to employees, consultants, and subcontractors who need to know the information for the purpose of the project and who are bound by similar confidentiality obligations.
- Take all reasonable precautions to protect the confidentiality of the disclosed information.

2.2 The Receiving Party agrees not to:

- Disclose Confidential Information to any third party without prior written consent from the Disclosing Party.
 - Use Confidential Information for any purpose other than the RFP process and associated responsibilities.
-

3. Return or Destruction of Confidential Information

Upon completion of the RFP process or upon written request from the Disclosing Party, the Receiving Party agrees to:

- Return all physical copies of Confidential Information.
 - Permanently delete or destroy any electronic or digital records containing Confidential Information.
 - Provide a written certification of destruction upon request.
-

4. Term and Termination

This Agreement will remain in effect for:

- A period of five (5) years from the date of disclosure, or
 - Until the Parties agree in writing to terminate the Agreement.
-

5. Remedies

The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential

Information may cause irreparable harm to the Disclosing Party, and agrees that the Disclosing Party is entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

6. Miscellaneous

6.1 Governing Law: This Agreement shall be governed by the laws of Guam.

6.2 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements, whether written or oral.

6.3 Amendments: Any amendments to this Agreement must be made in writing and signed by both Parties.

7. Signatures

Disclosing Party

Department of Public Works,
Government of Guam

By: _____

Name: _____

Title: _____

Date: _____

Receiving Party

DPW

Name of Company/Organization

By: _____

Name: _____

Title: _____

Date: _____



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

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



VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR.
Deputy Director

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of Monday, February 10, 2025, by and between the Department of Public Works, Government of Guam ("Disclosing Party"), and
[Skylar L. I. Suarez] ("Receiving Party"), collectively referred to as "the Parties."

(Print Name of Party)

The purpose of this Agreement is to protect the confidential and proprietary information exchanged in connection with the procurement and, Request for Proposal (RFP) process for the Simon Sanchez High School reconstruction project.

1. Definition of Confidential Information

1.1 For the purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or sensitive information disclosed by the Disclosing Party to the Receiving Party, either orally, electronically, or in writing, including but not limited to:

- RFP documentation, including scope, deliverables, and evaluation criteria.
- Proposals received in response to RFP
- Financial information, cost estimates, and budgets.
- Design documents, technical specifications, and plans.
- Stakeholder communications and approval processes.
- Any other information explicitly marked as "confidential" or reasonably understood to be confidential.

1.2 Confidential Information does not include information that:

- Was publicly available at the time of disclosure.
- Becomes publicly available without breach of this Agreement.

- Is independently developed by the Receiving Party without reference to the Confidential Information.
 - Is required to be disclosed by law or court order, provided the Receiving Party promptly notifies the Disclosing Party and cooperates to seek appropriate protection.
-

2. Obligations of the Receiving Party

2.1 The Receiving Party agrees to:

- Use Confidential Information solely for the purpose of participating in the RFP process and executing related responsibilities.
- Limit access to Confidential Information to employees, consultants, and subcontractors who need to know the information for the purpose of the project and who are bound by similar confidentiality obligations.
- Take all reasonable precautions to protect the confidentiality of the disclosed information.

2.2 The Receiving Party agrees not to:

- Disclose Confidential Information to any third party without prior written consent from the Disclosing Party.
 - Use Confidential Information for any purpose other than the RFP process and associated responsibilities.
-

3. Return or Destruction of Confidential Information

Upon completion of the RFP process or upon written request from the Disclosing Party, the Receiving Party agrees to:

- Return all physical copies of Confidential Information.
 - Permanently delete or destroy any electronic or digital records containing Confidential Information.
 - Provide a written certification of destruction upon request.
-

4. Term and Termination

This Agreement will remain in effect for:

- A period of five (5) years from the date of disclosure, or
 - Until the Parties agree in writing to terminate the Agreement.
-

5. Remedies

The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential

Information may cause irreparable harm to the Disclosing Party, and agrees that the Disclosing Party is entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

6. Miscellaneous

6.1 Governing Law: This Agreement shall be governed by the laws of Guam.

6.2 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements, whether written or oral.

6.3 Amendments: Any amendments to this Agreement must be made in writing and signed by both Parties.

7. Signatures

Disclosing Party

Department of Public Works,
Government of Guam

By: _____

Name: _____

Title: _____

Date: _____

Receiving Party

DPW

Name of Company/Organization

By: *Skylar*

Name: *Skylar Suarez*

Title: *Contracts Admin*

Date: *03/24/25*



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

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



VINCENT P. ARRIOLA
Director

LINDA J. IBANEZ
Deputy Director

ERNEST G. CANDOLETA, JR.
Deputy Director

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of Monday, February 10, 2025, by and between the Department of Public Works, Government of Guam ("Disclosing Party"), and [MATTHEW APELO] ("Receiving Party"), collectively referred to as "the Parties."

(Print Name of Party)

The purpose of this Agreement is to protect the confidential and proprietary information exchanged in connection with the procurement and Request for Proposal (RFP) process for the Simon Sanchez High School reconstruction project.

1. Definition of Confidential Information

1.1 For the purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or sensitive information disclosed by the Disclosing Party to the Receiving Party, either orally, electronically, or in writing, including but not limited to:

- RFP documentation, including scope, deliverables, and evaluation criteria.
- Proposals received in response to RFP
- Financial information, cost estimates, and budgets.
- Design documents, technical specifications, and plans.
- Stakeholder communications and approval processes.
- Any other information explicitly marked as "confidential" or reasonably understood to be confidential.

1.2 Confidential Information does not include information that:

- Was publicly available at the time of disclosure.
- Becomes publicly available without breach of this Agreement.

- Is independently developed by the Receiving Party without reference to the Confidential Information.
 - Is required to be disclosed by law or court order, provided the Receiving Party promptly notifies the Disclosing Party and cooperates to seek appropriate protection.
-

2. Obligations of the Receiving Party

2.1 The Receiving Party agrees to:

- Use Confidential Information solely for the purpose of participating in the RFP process and executing related responsibilities.
- Limit access to Confidential Information to employees, consultants, and subcontractors who need to know the information for the purpose of the project and who are bound by similar confidentiality obligations.
- Take all reasonable precautions to protect the confidentiality of the disclosed information.

2.2 The Receiving Party agrees not to:

- Disclose Confidential Information to any third party without prior written consent from the Disclosing Party.
 - Use Confidential Information for any purpose other than the RFP process and associated responsibilities.
-

3. Return or Destruction of Confidential Information

Upon completion of the RFP process or upon written request from the Disclosing Party, the Receiving Party agrees to:

- Return all physical copies of Confidential Information.
 - Permanently delete or destroy any electronic or digital records containing Confidential Information.
 - Provide a written certification of destruction upon request.
-

4. Term and Termination

This Agreement will remain in effect for:

- A period of five (5) years from the date of disclosure, or
 - Until the Parties agree in writing to terminate the Agreement.
-

5. Remedies

The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential

Information may cause irreparable harm to the Disclosing Party, and agrees that the Disclosing Party is entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

6. Miscellaneous

6.1 Governing Law: This Agreement shall be governed by the laws of Guam.

6.2 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements, whether written or oral.

6.3 Amendments: Any amendments to this Agreement must be made in writing and signed by both Parties.

7. Signatures

Disclosing Party
Department of Public Works,
Government of Guam

Receiving Party

DPW

Name of Company/Organization

By: _____

By: 

Name: _____

Name: MATTHEW APELO

Title: _____

Title: SPECIAL PROJECT COORDINATOR

Date: _____

Date: 11/12/2025



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

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



VINCENT P. ARRIOLA
Director

LINDA J. IBANEZ

Deputy Director

ERNEST G. CANDOLETA, JR.
Deputy Director

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of Monday, February 10, 2025, by and between the Department of Public Works, Government of Guam ("Disclosing Party"), and [Ian Wustig] ("Receiving Party"), collectively referred to as "the Parties."
(Print Name of Party)

The purpose of this Agreement is to protect the confidential and proprietary information exchanged in connection with the procurement and, Request for Proposal (RFP) process for the Simon Sanchez High School reconstruction project.

1. Definition of Confidential Information

1.1 For the purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or sensitive information disclosed by the Disclosing Party to the Receiving Party, either orally, electronically, or in writing, including but not limited to:

- RFP documentation, including scope, deliverables, and evaluation criteria.
- Proposals received in response to RFP
- Financial information, cost estimates, and budgets.
- Design documents, technical specifications, and plans.
- Stakeholder communications and approval processes.
- Any other information explicitly marked as "confidential" or reasonably understood to be confidential.

1.2 Confidential Information does not include information that:

- Was publicly available at the time of disclosure.
- Becomes publicly available without breach of this Agreement.

- Is independently developed by the Receiving Party without reference to the Confidential Information.
 - Is required to be disclosed by law or court order, provided the Receiving Party promptly notifies the Disclosing Party and cooperates to seek appropriate protection.
-

2. Obligations of the Receiving Party

2.1 The Receiving Party agrees to:

- Use Confidential Information solely for the purpose of participating in the RFP process and executing related responsibilities.
- Limit access to Confidential Information to employees, consultants, and subcontractors who need to know the information for the purpose of the project and who are bound by similar confidentiality obligations.
- Take all reasonable precautions to protect the confidentiality of the disclosed information.

2.2 The Receiving Party agrees not to:

- Disclose Confidential Information to any third party without prior written consent from the Disclosing Party.
 - Use Confidential Information for any purpose other than the RFP process and associated responsibilities.
-

3. Return or Destruction of Confidential Information

Upon completion of the RFP process or upon written request from the Disclosing Party, the Receiving Party agrees to:

- Return all physical copies of Confidential Information.
 - Permanently delete or destroy any electronic or digital records containing Confidential Information.
 - Provide a written certification of destruction upon request.
-

4. Term and Termination

This Agreement will remain in effect for:

- A period of five (5) years from the date of disclosure, or
 - Until the Parties agree in writing to terminate the Agreement.
-

5. Remedies

The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential

Information may cause irreparable harm to the Disclosing Party, and agrees that the Disclosing Party is entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

6. Miscellaneous

6.1 Governing Law: This Agreement shall be governed by the laws of Guam.

6.2 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements, whether written or oral.

6.3 Amendments: Any amendments to this Agreement must be made in writing and signed by both Parties.

7. Signatures

Disclosing Party
Department of Public Works,
Government of Guam

Receiving Party

DPW

Name of Company/Organization

By: _____

By: Ian Wuestig

Name: _____

Name: Ian Wuestig

Title: _____

Title: Special Projects Coordinator

Date: _____

Date: 11/12/25



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

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



VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR.
Deputy Director

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of Monday, February 10, 2025, by and between the Department of Public Works, Government of Guam ("Disclosing Party"), and [*KE SWANSON*] ("Receiving Party"), collectively referred to as "the Parties."

(Print Name of Party)

The purpose of this Agreement is to protect the confidential and proprietary information exchanged in connection with the procurement and, Request for Proposal (RFP) process for the Simon Sanchez High School reconstruction project.

1. Definition of Confidential Information

1.1 For the purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or sensitive information disclosed by the Disclosing Party to the Receiving Party, either orally, electronically, or in writing, including but not limited to:

- RFP documentation, including scope, deliverables, and evaluation criteria.
- Proposals received in response to RFP
- Financial information, cost estimates, and budgets.
- Design documents, technical specifications, and plans.
- Stakeholder communications and approval processes.
- Any other information explicitly marked as "confidential" or reasonably understood to be confidential.

1.2 Confidential Information does not include information that:

- Was publicly available at the time of disclosure.
- Becomes publicly available without breach of this Agreement.

- Is independently developed by the Receiving Party without reference to the Confidential Information.
 - Is required to be disclosed by law or court order, provided the Receiving Party promptly notifies the Disclosing Party and cooperates to seek appropriate protection.
-

2. Obligations of the Receiving Party

2.1 The Receiving Party agrees to:

- Use Confidential Information solely for the purpose of participating in the RFP process and executing related responsibilities.
- Limit access to Confidential Information to employees, consultants, and subcontractors who need to know the information for the purpose of the project and who are bound by similar confidentiality obligations.
- Take all reasonable precautions to protect the confidentiality of the disclosed information.

2.2 The Receiving Party agrees not to:

- Disclose Confidential Information to any third party without prior written consent from the Disclosing Party.
 - Use Confidential Information for any purpose other than the RFP process and associated responsibilities.
-

3. Return or Destruction of Confidential Information

Upon completion of the RFP process or upon written request from the Disclosing Party, the Receiving Party agrees to:

- Return all physical copies of Confidential Information.
 - Permanently delete or destroy any electronic or digital records containing Confidential Information.
 - Provide a written certification of destruction upon request.
-

4. Term and Termination

This Agreement will remain in effect for:

- A period of five (5) years from the date of disclosure, or
 - Until the Parties agree in writing to terminate the Agreement.
-

5. Remedies

The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential

Information may cause irreparable harm to the Disclosing Party, and agrees that the Disclosing Party is entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

6. Miscellaneous

6.1 Governing Law: This Agreement shall be governed by the laws of Guam.

6.2 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements, whether written or oral.

6.3 Amendments: Any amendments to this Agreement must be made in writing and signed by both Parties.

7. Signatures

Disclosing Party

Department of Public Works,
Government of Guam

By: _____

Name: _____

Title: _____

Date: _____

Receiving Party

Guam Dept of Education
Name of Company/Organization

By: [Signature]

Name: K. E. SWANSON

Title: Superintendent

Date: 2/14/25



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

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



VINCENT P. ARRIOLA
Director

LINDA J. IBANEZ
Deputy Director

ERNEST G. CANDOLETA, JR.
Deputy Director

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of Monday, February 10, 2025, by and between the Department of Public Works, Government of Guam ("Disclosing Party"), and Barbara R. Adamos ("Receiving Party"), collectively referred to as "the Parties."

(Print Name of Party)

The purpose of this Agreement is to protect the confidential and proprietary information exchanged in connection with the procurement and, Request for Proposal (RFP) process for the Simon Sanchez High School reconstruction project.

1. Definition of Confidential Information

1.1 For the purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or sensitive information disclosed by the Disclosing Party to the Receiving Party, either orally, electronically, or in writing, including but not limited to:

- RFP documentation, including scope, deliverables, and evaluation criteria.
- Proposals received in response to RFP
- Financial information, cost estimates, and budgets.
- Design documents, technical specifications, and plans.
- Stakeholder communications and approval processes.
- Any other information explicitly marked as "confidential" or reasonably understood to be confidential.

1.2 Confidential Information does not include information that:

- Was publicly available at the time of disclosure.
- Becomes publicly available without breach of this Agreement.

- Is independently developed by the Receiving Party without reference to the Confidential Information.
 - Is required to be disclosed by law or court order, provided the Receiving Party promptly notifies the Disclosing Party and cooperates to seek appropriate protection.
-

2. Obligations of the Receiving Party

2.1 The Receiving Party agrees to:

- Use Confidential Information solely for the purpose of participating in the RFP process and executing related responsibilities.
- Limit access to Confidential Information to employees, consultants, and subcontractors who need to know the information for the purpose of the project and who are bound by similar confidentiality obligations.
- Take all reasonable precautions to protect the confidentiality of the disclosed information.

2.2 The Receiving Party agrees not to:

- Disclose Confidential Information to any third party without prior written consent from the Disclosing Party.
 - Use Confidential Information for any purpose other than the RFP process and associated responsibilities.
-

3. Return or Destruction of Confidential Information

Upon completion of the RFP process or upon written request from the Disclosing Party, the Receiving Party agrees to:

- Return all physical copies of Confidential Information.
 - Permanently delete or destroy any electronic or digital records containing Confidential Information.
 - Provide a written certification of destruction upon request.
-

4. Term and Termination

This Agreement will remain in effect for:

- A period of five (5) years from the date of disclosure, or
 - Until the Parties agree in writing to terminate the Agreement.
-

5. Remedies

The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential

Information may cause irreparable harm to the Disclosing Party, and agrees that the Disclosing Party is entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

6. Miscellaneous

6.1 Governing Law: This Agreement shall be governed by the laws of Guam.

6.2 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements, whether written or oral.

6.3 Amendments: Any amendments to this Agreement must be made in writing and signed by both Parties.

7. Signatures

Disclosing Party

Department of Public Works,
Government of Guam

Receiving Party

Guam Department of Education

Name of Company/Organization

By: _____

By:  _____

Name: _____

Name: Barbara R. Adamos

Title: _____

Title: Acting Deputy Supt., ESCL

Date: _____

Date: 2/13/2025



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

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



VINCENT P. ARRIOLA
Director

LINDA J. IBANEZ

Deputy Director

ERNEST G. CANDOLETA, JR.

Deputy Director

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of Monday, February 10, 2025, by and between the Department of Public Works, Government of Guam ("Disclosing Party"), and [Jimmy D. Pangelinan] ("Receiving Party"), collectively referred to as "the Parties."

(Print Name of Party)

The purpose of this Agreement is to protect the confidential and proprietary information exchanged in connection with the procurement and, Request for Proposal (RFP) process for the Simon Sanchez High School reconstruction project.

1. Definition of Confidential Information

1.1 For the purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or sensitive information disclosed by the Disclosing Party to the Receiving Party, either orally, electronically, or in writing, including but not limited to:

- RFP documentation, including scope, deliverables, and evaluation criteria.
- Proposals received in response to RFP
- Financial information, cost estimates, and budgets.
- Design documents, technical specifications, and plans.
- Stakeholder communications and approval processes.
- Any other information explicitly marked as "confidential" or reasonably understood to be confidential.

1.2 Confidential Information does not include information that:

- Was publicly available at the time of disclosure.
- Becomes publicly available without breach of this Agreement.

- Is independently developed by the Receiving Party without reference to the Confidential Information.
 - Is required to be disclosed by law or court order, provided the Receiving Party promptly notifies the Disclosing Party and cooperates to seek appropriate protection.
-

2. Obligations of the Receiving Party

2.1 The Receiving Party agrees to:

- Use Confidential Information solely for the purpose of participating in the RFP process and executing related responsibilities.
- Limit access to Confidential Information to employees, consultants, and subcontractors who need to know the information for the purpose of the project and who are bound by similar confidentiality obligations.
- Take all reasonable precautions to protect the confidentiality of the disclosed information.

2.2 The Receiving Party agrees not to:

- Disclose Confidential Information to any third party without prior written consent from the Disclosing Party.
 - Use Confidential Information for any purpose other than the RFP process and associated responsibilities.
-

3. Return or Destruction of Confidential Information

Upon completion of the RFP process or upon written request from the Disclosing Party, the Receiving Party agrees to:

- Return all physical copies of Confidential Information.
 - Permanently delete or destroy any electronic or digital records containing Confidential Information.
 - Provide a written certification of destruction upon request.
-

4. Term and Termination

This Agreement will remain in effect for:

- A period of five (5) years from the date of disclosure, or
 - Until the Parties agree in writing to terminate the Agreement.
-

5. Remedies

The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential

Information may cause irreparable harm to the Disclosing Party, and agrees that the Disclosing Party is entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

6. Miscellaneous

6.1 Governing Law: This Agreement shall be governed by the laws of Guam.

6.2 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements, whether written or oral.

6.3 Amendments: Any amendments to this Agreement must be made in writing and signed by both Parties.

7. Signatures

Disclosing Party
Department of Public Works,
Government of Guam

By: _____

Name: _____

Title: _____

Date: _____

Receiving Party

Guam Department of Education
Name of Company/Organization

By:  _____

Name: Jimmy D. Pangelinan

Title: Facilities & Maintenance Manager

Date: March 17, 2025



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

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



VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR.
Deputy Director

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of Monday, February 10, 2025, by and between the Department of Public Works, Government of Guam ("Disclosing Party"), and [Christina Garcia] ("Receiving Party"), collectively referred to as "the Parties."

(Print Name of Party)

The purpose of this Agreement is to protect the confidential and proprietary information exchanged in connection with the procurement and, Request for Proposal (RFP) process for the Simon Sanchez High School reconstruction project.

1. Definition of Confidential Information

1.1 For the purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or sensitive information disclosed by the Disclosing Party to the Receiving Party, either orally, electronically, or in writing, including but not limited to:

- RFP documentation, including scope, deliverables, and evaluation criteria.
- Proposals received in response to RFP
- Financial information, cost estimates, and budgets.
- Design documents, technical specifications, and plans.
- Stakeholder communications and approval processes.
- Any other information explicitly marked as "confidential" or reasonably understood to be confidential.

1.2 Confidential Information does not include information that:

- Was publicly available at the time of disclosure.
- Becomes publicly available without breach of this Agreement.

- Is independently developed by the Receiving Party without reference to the Confidential Information.
 - Is required to be disclosed by law or court order, provided the Receiving Party promptly notifies the Disclosing Party and cooperates to seek appropriate protection.
-

2. Obligations of the Receiving Party

2.1 The Receiving Party agrees to:

- Use Confidential Information solely for the purpose of participating in the RFP process and executing related responsibilities.
- Limit access to Confidential Information to employees, consultants, and subcontractors who need to know the information for the purpose of the project and who are bound by similar confidentiality obligations.
- Take all reasonable precautions to protect the confidentiality of the disclosed information.

2.2 The Receiving Party agrees not to:

- Disclose Confidential Information to any third party without prior written consent from the Disclosing Party.
 - Use Confidential Information for any purpose other than the RFP process and associated responsibilities.
-

3. Return or Destruction of Confidential Information

Upon completion of the RFP process or upon written request from the Disclosing Party, the Receiving Party agrees to:

- Return all physical copies of Confidential Information.
 - Permanently delete or destroy any electronic or digital records containing Confidential Information.
 - Provide a written certification of destruction upon request.
-

4. Term and Termination

This Agreement will remain in effect for:

- A period of five (5) years from the date of disclosure, or
 - Until the Parties agree in writing to terminate the Agreement.
-

5. Remedies

The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential

Information may cause irreparable harm to the Disclosing Party, and agrees that the Disclosing Party is entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

6. Miscellaneous

6.1 Governing Law: This Agreement shall be governed by the laws of Guam.

6.2 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements, whether written or oral.

6.3 Amendments: Any amendments to this Agreement must be made in writing and signed by both Parties.

7. Signatures

Disclosing Party

Department of Public Works,
Government of Guam

Receiving Party

Guam Economic Development Authority

Name of Company/Organization

By: _____

By: 

Name: _____

Name: Christina D. Garcia

Title: _____

Title: Public Finance Manager

Date: _____

Date: 2/11/2025



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

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



VINCENT P. ARRIOLA
Director

LINDA J. IBANEZ
Deputy Director

ERNEST G. CANDOLETA, JR.
Deputy Director

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of Monday, February 10, 2025, by and between the Department of Public Works, Government of Guam ("Disclosing Party"), and [John B. San Nicolas] ("Receiving Party"), collectively referred to as "the Parties."

(Print Name of Party)

The purpose of this Agreement is to protect the confidential and proprietary information exchanged in connection with the procurement and, Request for Proposal (RFP) process for the Simon Sanchez High School reconstruction project.

1. Definition of Confidential Information

1.1 For the purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or sensitive information disclosed by the Disclosing Party to the Receiving Party, either orally, electronically, or in writing, including but not limited to:

- RFP documentation, including scope, deliverables, and evaluation criteria.
- Proposals received in response to RFP
- Financial information, cost estimates, and budgets.
- Design documents, technical specifications, and plans.
- Stakeholder communications and approval processes.
- Any other information explicitly marked as "confidential" or reasonably understood to be confidential.

1.2 Confidential Information does not include information that:

- Was publicly available at the time of disclosure.
- Becomes publicly available without breach of this Agreement.

- Is independently developed by the Receiving Party without reference to the Confidential Information.
 - Is required to be disclosed by law or court order, provided the Receiving Party promptly notifies the Disclosing Party and cooperates to seek appropriate protection.
-

2. Obligations of the Receiving Party

2.1 The Receiving Party agrees to:

- Use Confidential Information solely for the purpose of participating in the RFP process and executing related responsibilities.
- Limit access to Confidential Information to employees, consultants, and subcontractors who need to know the information for the purpose of the project and who are bound by similar confidentiality obligations.
- Take all reasonable precautions to protect the confidentiality of the disclosed information.

2.2 The Receiving Party agrees not to:

- Disclose Confidential Information to any third party without prior written consent from the Disclosing Party.
 - Use Confidential Information for any purpose other than the RFP process and associated responsibilities.
-

3. Return or Destruction of Confidential Information

Upon completion of the RFP process or upon written request from the Disclosing Party, the Receiving Party agrees to:

- Return all physical copies of Confidential Information.
 - Permanently delete or destroy any electronic or digital records containing Confidential Information.
 - Provide a written certification of destruction upon request.
-

4. Term and Termination

This Agreement will remain in effect for:

- A period of five (5) years from the date of disclosure, or
 - Until the Parties agree in writing to terminate the Agreement.
-

5. Remedies

The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential

Information may cause irreparable harm to the Disclosing Party, and agrees that the Disclosing Party is entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

6. Miscellaneous

6.1 Governing Law: This Agreement shall be governed by the laws of Guam.

6.2 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements, whether written or oral.

6.3 Amendments: Any amendments to this Agreement must be made in writing and signed by both Parties.

7. Signatures


Disclosing Party

Department of Public Works,
Government of Guam

Receiving Party

Guam Economic Development Authority
Name of Company/Organization

By: _____

By: 

Name: _____

Name: John B. San Nicolas

Title: _____

Title: Public Finance Assistant Manager

Date: _____

Date: 2/11/2025



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

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



VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR.
Deputy Director

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of Monday, February 10, 2025, by and between the Department of Public Works, Government of Guam ("Disclosing Party"), and Carlos P Bordallo ("Receiving Party"), collectively referred to as "the Parties."

(Print Name of Party)

The purpose of this Agreement is to protect the confidential and proprietary information exchanged in connection with the procurement and, Request for Proposal (RFP) process for the Simon Sanchez High School reconstruction project.

1. Definition of Confidential Information

1.1 For the purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or sensitive information disclosed by the Disclosing Party to the Receiving Party, either orally, electronically, or in writing, including but not limited to:

- RFP documentation, including scope, deliverables, and evaluation criteria.
- Proposals received in response to RFP
- Financial information, cost estimates, and budgets.
- Design documents, technical specifications, and plans.
- Stakeholder communications and approval processes.
- Any other information explicitly marked as "confidential" or reasonably understood to be confidential.

1.2 Confidential Information does not include information that:

- Was publicly available at the time of disclosure.
- Becomes publicly available without breach of this Agreement.

- Is independently developed by the Receiving Party without reference to the Confidential Information.
 - Is required to be disclosed by law or court order, provided the Receiving Party promptly notifies the Disclosing Party and cooperates to seek appropriate protection.
-

2. Obligations of the Receiving Party

2.1 The Receiving Party agrees to:

- Use Confidential Information solely for the purpose of participating in the RFP process and executing related responsibilities.
- Limit access to Confidential Information to employees, consultants, and subcontractors who need to know the information for the purpose of the project and who are bound by similar confidentiality obligations.
- Take all reasonable precautions to protect the confidentiality of the disclosed information.

2.2 The Receiving Party agrees not to:

- Disclose Confidential Information to any third party without prior written consent from the Disclosing Party.
 - Use Confidential Information for any purpose other than the RFP process and associated responsibilities.
-

3. Return or Destruction of Confidential Information

Upon completion of the RFP process or upon written request from the Disclosing Party, the Receiving Party agrees to:

- Return all physical copies of Confidential Information.
 - Permanently delete or destroy any electronic or digital records containing Confidential Information.
 - Provide a written certification of destruction upon request.
-

4. Term and Termination

This Agreement will remain in effect for:

- A period of five (5) years from the date of disclosure, or
 - Until the Parties agree in writing to terminate the Agreement.
-

5. Remedies

The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential

Information may cause irreparable harm to the Disclosing Party, and agrees that the Disclosing Party is entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

6. Miscellaneous

6.1 Governing Law: This Agreement shall be governed by the laws of Guam.

6.2 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements, whether written or oral.

6.3 Amendments: Any amendments to this Agreement must be made in writing and signed by both Parties.

7. Signatures

Disclosing Party

Department of Public Works,
Government of Guam

Receiving Party

Guam Economic Development Authority

Name of Company/Organization

By: _____

By: Carlos P. Bordallo

Name: _____

Name: Carlos P Bordallo

Title: _____

Title: Deputy Administrator

Date: _____

Date: February 11, 2025



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

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



VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR.
Deputy Director

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of Monday, February 10, 2025, by and between the Department of Public Works, Government of Guam ("Disclosing Party"), and [Angelene F Rios] ("Receiving Party"), collectively referred to as "the Parties."

(Print Name of Party)

The purpose of this Agreement is to protect the confidential and proprietary information exchanged in connection with the procurement and, Request for Proposal (RFP) process for the Simon Sanchez High School reconstruction project.

1. Definition of Confidential Information

1.1 For the purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or sensitive information disclosed by the Disclosing Party to the Receiving Party, either orally, electronically, or in writing, including but not limited to:

- RFP documentation, including scope, deliverables, and evaluation criteria.
- Proposals received in response to RFP
- Financial information, cost estimates, and budgets.
- Design documents, technical specifications, and plans.
- Stakeholder communications and approval processes.
- Any other information explicitly marked as "confidential" or reasonably understood to be confidential.

1.2 Confidential Information does not include information that:

- Was publicly available at the time of disclosure.
- Becomes publicly available without breach of this Agreement.

- Is independently developed by the Receiving Party without reference to the Confidential Information.
 - Is required to be disclosed by law or court order, provided the Receiving Party promptly notifies the Disclosing Party and cooperates to seek appropriate protection.
-

2. Obligations of the Receiving Party

2.1 The Receiving Party agrees to:

- Use Confidential Information solely for the purpose of participating in the RFP process and executing related responsibilities.
- Limit access to Confidential Information to employees, consultants, and subcontractors who need to know the information for the purpose of the project and who are bound by similar confidentiality obligations.
- Take all reasonable precautions to protect the confidentiality of the disclosed information.

2.2 The Receiving Party agrees not to:

- Disclose Confidential Information to any third party without prior written consent from the Disclosing Party.
 - Use Confidential Information for any purpose other than the RFP process and associated responsibilities.
-

3. Return or Destruction of Confidential Information

Upon completion of the RFP process or upon written request from the Disclosing Party, the Receiving Party agrees to:

- Return all physical copies of Confidential Information.
 - Permanently delete or destroy any electronic or digital records containing Confidential Information.
 - Provide a written certification of destruction upon request.
-

4. Term and Termination

This Agreement will remain in effect for:

- A period of five (5) years from the date of disclosure, or
 - Until the Parties agree in writing to terminate the Agreement.
-

5. Remedies

The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential

Information may cause irreparable harm to the Disclosing Party, and agrees that the Disclosing Party is entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

6. Miscellaneous

6.1 Governing Law: This Agreement shall be governed by the laws of Guam.

6.2 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements, whether written or oral.

6.3 Amendments: Any amendments to this Agreement must be made in writing and signed by both Parties.

7. Signatures

Disclosing Party

Department of Public Works,
Government of Guam

Receiving Party

Guam Economic Development Authority

Name of Company/Organization

By: _____

By:  _____

Name: _____

Name: Angelene Rios

Title: _____

Title: Finance Analyst

Date: _____

Date: February 11, 2025



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

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



VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR.
Deputy Director

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of Monday, February 10, 2025, by and between the Department of Public Works, Government of Guam ("Disclosing Party"), and [Melanie R Mendiola] ("Receiving Party"), collectively referred to as "the Parties."

(Print Name of Party)

The purpose of this Agreement is to protect the confidential and proprietary information exchanged in connection with the procurement and, Request for Proposal (RFP) process for the Simon Sanchez High School reconstruction project.

1. Definition of Confidential Information

1.1 For the purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or sensitive information disclosed by the Disclosing Party to the Receiving Party, either orally, electronically, or in writing, including but not limited to:

- RFP documentation, including scope, deliverables, and evaluation criteria.
- Proposals received in response to RFP
- Financial information, cost estimates, and budgets.
- Design documents, technical specifications, and plans.
- Stakeholder communications and approval processes.
- Any other information explicitly marked as "confidential" or reasonably understood to be confidential.

1.2 Confidential Information does not include information that:

- Was publicly available at the time of disclosure.
- Becomes publicly available without breach of this Agreement.

- Is independently developed by the Receiving Party without reference to the Confidential Information.
 - Is required to be disclosed by law or court order, provided the Receiving Party promptly notifies the Disclosing Party and cooperates to seek appropriate protection.
-

2. Obligations of the Receiving Party

2.1 The Receiving Party agrees to:

- Use Confidential Information solely for the purpose of participating in the RFP process and executing related responsibilities.
- Limit access to Confidential Information to employees, consultants, and subcontractors who need to know the information for the purpose of the project and who are bound by similar confidentiality obligations.
- Take all reasonable precautions to protect the confidentiality of the disclosed information.

2.2 The Receiving Party agrees not to:

- Disclose Confidential Information to any third party without prior written consent from the Disclosing Party.
 - Use Confidential Information for any purpose other than the RFP process and associated responsibilities.
-

3. Return or Destruction of Confidential Information

Upon completion of the RFP process or upon written request from the Disclosing Party, the Receiving Party agrees to:

- Return all physical copies of Confidential Information.
 - Permanently delete or destroy any electronic or digital records containing Confidential Information.
 - Provide a written certification of destruction upon request.
-

4. Term and Termination

This Agreement will remain in effect for:

- A period of five (5) years from the date of disclosure, or
 - Until the Parties agree in writing to terminate the Agreement.
-

5. Remedies

The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential

Information may cause irreparable harm to the Disclosing Party, and agrees that the Disclosing Party is entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

6. Miscellaneous

6.1 Governing Law: This Agreement shall be governed by the laws of Guam.

6.2 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements, whether written or oral.

6.3 Amendments: Any amendments to this Agreement must be made in writing and signed by both Parties.

7. Signatures

Disclosing Party

Department of Public Works,
Government of Guam

Receiving Party

Guam Economic Development Authority
Name of Company/Organization

By: _____

By: LMH

Name: _____

Name: Melanie R Mendiola

Title: _____

Title: CEO / Administrator

Date: _____

Date: February 11, 2025



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

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



VINCENT P. ARRIOLA
Director

LINDA J. IBANEZ
Deputy Director

ERNEST G. CANDOLETA, JR.
Deputy Director

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of Monday, February 10, 2025, by and between the Department of Public Works, Government of Guam ("Disclosing Party"), and YONG KUANG PAK ("Receiving Party"), collectively referred to as "the Parties."

(Print Name of Party)

The purpose of this Agreement is to protect the confidential and proprietary information exchanged in connection with the procurement and, Request for Proposal (RFP) process for the Simon Sanchez High School reconstruction project.

1. Definition of Confidential Information

1.1 For the purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or sensitive information disclosed by the Disclosing Party to the Receiving Party, either orally, electronically, or in writing, including but not limited to:

- RFP documentation, including scope, deliverables, and evaluation criteria.
- Proposals received in response to RFP
- Financial information, cost estimates, and budgets.
- Design documents, technical specifications, and plans.
- Stakeholder communications and approval processes.
- Any other information explicitly marked as "confidential" or reasonably understood to be confidential.

1.2 Confidential Information does not include information that:

- Was publicly available at the time of disclosure.
- Becomes publicly available without breach of this Agreement.

- Is independently developed by the Receiving Party without reference to the Confidential Information.
 - Is required to be disclosed by law or court order, provided the Receiving Party promptly notifies the Disclosing Party and cooperates to seek appropriate protection.
-

2. Obligations of the Receiving Party

2.1 The Receiving Party agrees to:

- Use Confidential Information solely for the purpose of participating in the RFP process and executing related responsibilities.
- Limit access to Confidential Information to employees, consultants, and subcontractors who need to know the information for the purpose of the project and who are bound by similar confidentiality obligations.
- Take all reasonable precautions to protect the confidentiality of the disclosed information.

2.2 The Receiving Party agrees not to:

- Disclose Confidential Information to any third party without prior written consent from the Disclosing Party.
 - Use Confidential Information for any purpose other than the RFP process and associated responsibilities.
-

3. Return or Destruction of Confidential Information

Upon completion of the RFP process or upon written request from the Disclosing Party, the Receiving Party agrees to:

- Return all physical copies of Confidential Information.
 - Permanently delete or destroy any electronic or digital records containing Confidential Information.
 - Provide a written certification of destruction upon request.
-

4. Term and Termination

This Agreement will remain in effect for:

- A period of five (5) years from the date of disclosure, or
 - Until the Parties agree in writing to terminate the Agreement.
-

5. Remedies

The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential

Information may cause irreparable harm to the Disclosing Party, and agrees that the Disclosing Party is entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

6. Miscellaneous

6.1 Governing Law: This Agreement shall be governed by the laws of Guam.

6.2 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements, whether written or oral.

6.3 Amendments: Any amendments to this Agreement must be made in writing and signed by both Parties.

7. Signatures

Disclosing Party

Department of Public Works,
Government of Guam

Receiving Party

Name of Company/Organization

By: _____

By: _____

Name: _____

Name:  _____

Title: _____

Title: IT OFFICER

Date: _____

Date: 2 JUNE 2025



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

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



VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR.
Deputy Director

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of Monday, February 10, 2025, by and between the Department of Public Works, Government of Guam ("Disclosing Party"), and [CELIA ANDERSON] ("Receiving Party"), collectively referred to as "the Parties."

(Print Name of Party)

The purpose of this Agreement is to protect the confidential and proprietary information exchanged in connection with the procurement and, Request for Proposal (RFP) process for the Simon Sanchez High School reconstruction project.

1. Definition of Confidential Information

1.1 For the purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or sensitive information disclosed by the Disclosing Party to the Receiving Party, either orally, electronically, or in writing, including but not limited to:

- RFP documentation, including scope, deliverables, and evaluation criteria.
- Proposals received in response to RFP
- Financial information, cost estimates, and budgets.
- Design documents, technical specifications, and plans.
- Stakeholder communications and approval processes.
- Any other information explicitly marked as "confidential" or reasonably understood to be confidential.

1.2 Confidential Information does not include information that:

- Was publicly available at the time of disclosure.
- Becomes publicly available without breach of this Agreement.

- Is independently developed by the Receiving Party without reference to the Confidential Information.
 - Is required to be disclosed by law or court order, provided the Receiving Party promptly notifies the Disclosing Party and cooperates to seek appropriate protection.
-

2. Obligations of the Receiving Party

2.1 The Receiving Party agrees to:

- Use Confidential Information solely for the purpose of participating in the RFP process and executing related responsibilities.
- Limit access to Confidential Information to employees, consultants, and subcontractors who need to know the information for the purpose of the project and who are bound by similar confidentiality obligations.
- Take all reasonable precautions to protect the confidentiality of the disclosed information.

2.2 The Receiving Party agrees not to:

- Disclose Confidential Information to any third party without prior written consent from the Disclosing Party.
 - Use Confidential Information for any purpose other than the RFP process and associated responsibilities.
-

3. Return or Destruction of Confidential Information

Upon completion of the RFP process or upon written request from the Disclosing Party, the Receiving Party agrees to:

- Return all physical copies of Confidential Information.
 - Permanently delete or destroy any electronic or digital records containing Confidential Information.
 - Provide a written certification of destruction upon request.
-

4. Term and Termination

This Agreement will remain in effect for:

- A period of five (5) years from the date of disclosure, or
 - Until the Parties agree in writing to terminate the Agreement.
-

5. Remedies

The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential

Information may cause irreparable harm to the Disclosing Party, and agrees that the Disclosing Party is entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

6. Miscellaneous

6.1 Governing Law: This Agreement shall be governed by the laws of Guam.

6.2 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements, whether written or oral.

6.3 Amendments: Any amendments to this Agreement must be made in writing and signed by both Parties.

7. Signatures

Disclosing Party

Department of Public Works,
Government of Guam

Receiving Party

GEDA

Name of Company/Organization

By: _____

By:  _____

Name: _____

CELIA ANDERSON
Name: _____

Title: _____

FINANCE ANALYST II
Title: _____

Date: _____

2/12/25
Date: _____



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

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



VINCENT P. ARRIOLA
Director

LINDA J. IBANEZ

Deputy Director

ERNEST G. CANDOLETA, JR.

Deputy Director

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of Monday, February 10, 2025, by and between the Department of Public Works, Government of Guam ("Disclosing Party"), and [CELIA ANDERSON] ("Receiving Party"), collectively referred to as "the Parties."

(Print Name of Party)

The purpose of this Agreement is to protect the confidential and proprietary information exchanged in connection with the procurement and, Request for Proposal (RFP) process for the Simon Sanchez High School reconstruction project.

1. Definition of Confidential Information

1.1 For the purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or sensitive information disclosed by the Disclosing Party to the Receiving Party, either orally, electronically, or in writing, including but not limited to:

- RFP documentation, including scope, deliverables, and evaluation criteria.
- Proposals received in response to RFP
- Financial information, cost estimates, and budgets.
- Design documents, technical specifications, and plans.
- Stakeholder communications and approval processes.
- Any other information explicitly marked as "confidential" or reasonably understood to be confidential.

1.2 Confidential Information does not include information that:

- Was publicly available at the time of disclosure.
- Becomes publicly available without breach of this Agreement.

- Is independently developed by the Receiving Party without reference to the Confidential Information.
 - Is required to be disclosed by law or court order, provided the Receiving Party promptly notifies the Disclosing Party and cooperates to seek appropriate protection.
-

2. Obligations of the Receiving Party

2.1 The Receiving Party agrees to:

- Use Confidential Information solely for the purpose of participating in the RFP process and executing related responsibilities.
- Limit access to Confidential Information to employees, consultants, and subcontractors who need to know the information for the purpose of the project and who are bound by similar confidentiality obligations.
- Take all reasonable precautions to protect the confidentiality of the disclosed information.

2.2 The Receiving Party agrees not to:

- Disclose Confidential Information to any third party without prior written consent from the Disclosing Party.
 - Use Confidential Information for any purpose other than the RFP process and associated responsibilities.
-

3. Return or Destruction of Confidential Information

Upon completion of the RFP process or upon written request from the Disclosing Party, the Receiving Party agrees to:

- Return all physical copies of Confidential Information.
 - Permanently delete or destroy any electronic or digital records containing Confidential Information.
 - Provide a written certification of destruction upon request.
-

4. Term and Termination

This Agreement will remain in effect for:

- A period of five (5) years from the date of disclosure, or
 - Until the Parties agree in writing to terminate the Agreement.
-

5. Remedies

The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential

Information may cause irreparable harm to the Disclosing Party, and agrees that the Disclosing Party is entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

6. Miscellaneous

6.1 Governing Law: This Agreement shall be governed by the laws of Guam.

6.2 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements, whether written or oral.

6.3 Amendments: Any amendments to this Agreement must be made in writing and signed by both Parties.

7. Signatures

Disclosing Party

Department of Public Works,
Government of Guam

Receiving Party

GEDA

Name of Company/Organization

By: _____

By:  _____

Name: _____

CELIA ANDERSON
Name: _____

Title: _____

FINANCE ANALYST II
Title: _____

Date: _____

2/12/25
Date: _____



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

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



VINCENT P. ARRIOLA
Director

LINDA J. IBANEZ
Deputy Director

ERNEST G. CANDOLETA, JR.
Deputy Director

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of Monday, February 10, 2025, by and between the Department of Public Works, Government of Guam ("Disclosing Party"), and [TERENCE BROOKS] ("Receiving Party"), collectively referred to as "the Parties."

(Print Name of Party)

The purpose of this Agreement is to protect the confidential and proprietary information exchanged in connection with the procurement and, Request for Proposal (RFP) process for the Simon Sanchez High School reconstruction project.

1. Definition of Confidential Information

1.1 For the purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or sensitive information disclosed by the Disclosing Party to the Receiving Party, either orally, electronically, or in writing, including but not limited to:

- RFP documentation, including scope, deliverables, and evaluation criteria.
- Proposals received in response to RFP
- Financial information, cost estimates, and budgets.
- Design documents, technical specifications, and plans.
- Stakeholder communications and approval processes.
- Any other information explicitly marked as "confidential" or reasonably understood to be confidential.

1.2 Confidential Information does not include information that:

- Was publicly available at the time of disclosure.
- Becomes publicly available without breach of this Agreement.

- Is independently developed by the Receiving Party without reference to the Confidential Information.
 - Is required to be disclosed by law or court order, provided the Receiving Party promptly notifies the Disclosing Party and cooperates to seek appropriate protection.
-

2. Obligations of the Receiving Party

2.1 The Receiving Party agrees to:

- Use Confidential Information solely for the purpose of participating in the RFP process and executing related responsibilities.
- Limit access to Confidential Information to employees, consultants, and subcontractors who need to know the information for the purpose of the project and who are bound by similar confidentiality obligations.
- Take all reasonable precautions to protect the confidentiality of the disclosed information.

2.2 The Receiving Party agrees not to:

- Disclose Confidential Information to any third party without prior written consent from the Disclosing Party.
 - Use Confidential Information for any purpose other than the RFP process and associated responsibilities.
-

3. Return or Destruction of Confidential Information

Upon completion of the RFP process or upon written request from the Disclosing Party, the Receiving Party agrees to:

- Return all physical copies of Confidential Information.
 - Permanently delete or destroy any electronic or digital records containing Confidential Information.
 - Provide a written certification of destruction upon request.
-

4. Term and Termination

This Agreement will remain in effect for:

- A period of five (5) years from the date of disclosure, or
 - Until the Parties agree in writing to terminate the Agreement.
-

5. Remedies

The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential

Information may cause irreparable harm to the Disclosing Party, and agrees that the Disclosing Party is entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

6. Miscellaneous

6.1 Governing Law: This Agreement shall be governed by the laws of Guam.

6.2 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements, whether written or oral.

6.3 Amendments: Any amendments to this Agreement must be made in writing and signed by both Parties.

7. Signatures

Disclosing Party

Department of Public Works,
Government of Guam

By: _____

Name: _____

Title: _____

Date: _____

Receiving Party

GEDA

Name of Company/Organization

By:  _____

Name: T BROOKS _____

Title: _____

Date: 6/26/25 _____



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

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



VINCENT P. ARRIOLA
Director

LINDA J. IBANEZ
Deputy Director

ERNEST G. CANDOLETA, JR.
Deputy Director

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of Monday, February 10, 2025, by and between the Department of Public Works, Government of Guam ("Disclosing Party"), and [Ricardo Puenas] ("Receiving Party"), collectively referred to as "the Parties."
(Print Name of Party)

The purpose of this Agreement is to protect the confidential and proprietary information exchanged in connection with the procurement and, Request for Proposal (RFP) process for the Simon Sanchez High School reconstruction project.

1. Definition of Confidential Information

1.1 For the purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or sensitive information disclosed by the Disclosing Party to the Receiving Party, either orally, electronically, or in writing, including but not limited to:

- RFP documentation, including scope, deliverables, and evaluation criteria.
- Proposals received in response to RFP
- Financial information, cost estimates, and budgets.
- Design documents, technical specifications, and plans.
- Stakeholder communications and approval processes.
- Any other information explicitly marked as "confidential" or reasonably understood to be confidential.

1.2 Confidential Information does not include information that:

- Was publicly available at the time of disclosure.
- Becomes publicly available without breach of this Agreement.

- Is independently developed by the Receiving Party without reference to the Confidential Information.
 - Is required to be disclosed by law or court order, provided the Receiving Party promptly notifies the Disclosing Party and cooperates to seek appropriate protection.
-

2. Obligations of the Receiving Party

2.1 The Receiving Party agrees to:

- Use Confidential Information solely for the purpose of participating in the RFP process and executing related responsibilities.
- Limit access to Confidential Information to employees, consultants, and subcontractors who need to know the information for the purpose of the project and who are bound by similar confidentiality obligations.
- Take all reasonable precautions to protect the confidentiality of the disclosed information.

2.2 The Receiving Party agrees not to:

- Disclose Confidential Information to any third party without prior written consent from the Disclosing Party.
 - Use Confidential Information for any purpose other than the RFP process and associated responsibilities.
-

3. Return or Destruction of Confidential Information

Upon completion of the RFP process or upon written request from the Disclosing Party, the Receiving Party agrees to:

- Return all physical copies of Confidential Information.
 - Permanently delete or destroy any electronic or digital records containing Confidential Information.
 - Provide a written certification of destruction upon request.
-

4. Term and Termination

This Agreement will remain in effect for:

- A period of five (5) years from the date of disclosure, or
 - Until the Parties agree in writing to terminate the Agreement.
-

5. Remedies

The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential

Information may cause irreparable harm to the Disclosing Party, and agrees that the Disclosing Party is entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

6. Miscellaneous

6.1 Governing Law: This Agreement shall be governed by the laws of Guam.

6.2 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements, whether written or oral.

6.3 Amendments: Any amendments to this Agreement must be made in writing and signed by both Parties.

7. Signatures

Disclosing Party

Department of Public Works,
Government of Guam

Receiving Party

GEDA

Name of Company/Organization

By: _____

By: Ricardo Duenas 

Name: _____

Name: Ricardo Duenas

Title: _____

Title: FCU

Date: _____

Date: 07/03/2025



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

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



VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR.
Deputy Director

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of Monday, February 10, 2025, by and between the Department of Public Works, Government of Guam ("Disclosing Party"), and THOMAS P. ISEE UG ("Receiving Party"), collectively referred to as "the Parties."

(Print Name of Party)

The purpose of this Agreement is to protect the confidential and proprietary information exchanged in connection with the procurement and, Request for Proposal (RFP) process for the Simon Sanchez High School reconstruction project.

1. Definition of Confidential Information

1.1 For the purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or sensitive information disclosed by the Disclosing Party to the Receiving Party, either orally, electronically, or in writing, including but not limited to:

- RFP documentation, including scope, deliverables, and evaluation criteria.
- Proposals received in response to RFP
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- Design documents, technical specifications, and plans.
- Stakeholder communications and approval processes.
- Any other information explicitly marked as "confidential" or reasonably understood to be confidential.

1.2 Confidential Information does not include information that:

- Was publicly available at the time of disclosure.
- Becomes publicly available without breach of this Agreement.

- Is independently developed by the Receiving Party without reference to the Confidential Information.
 - Is required to be disclosed by law or court order, provided the Receiving Party promptly notifies the Disclosing Party and cooperates to seek appropriate protection.
-

2. Obligations of the Receiving Party

2.1 The Receiving Party agrees to:

- Use Confidential Information solely for the purpose of participating in the RFP process and executing related responsibilities.
- Limit access to Confidential Information to employees, consultants, and subcontractors who need to know the information for the purpose of the project and who are bound by similar confidentiality obligations.
- Take all reasonable precautions to protect the confidentiality of the disclosed information.

2.2 The Receiving Party agrees not to:

- Disclose Confidential Information to any third party without prior written consent from the Disclosing Party.
 - Use Confidential Information for any purpose other than the RFP process and associated responsibilities.
-

3. Return or Destruction of Confidential Information

Upon completion of the RFP process or upon written request from the Disclosing Party, the Receiving Party agrees to:

- Return all physical copies of Confidential Information.
 - Permanently delete or destroy any electronic or digital records containing Confidential Information.
 - Provide a written certification of destruction upon request.
-

4. Term and Termination

This Agreement will remain in effect for:

- A period of five (5) years from the date of disclosure, or
 - Until the Parties agree in writing to terminate the Agreement.
-

5. Remedies

The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential

Information may cause irreparable harm to the Disclosing Party, and agrees that the Disclosing Party is entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

6. Miscellaneous

6.1 Governing Law: This Agreement shall be governed by the laws of Guam.

6.2 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements, whether written or oral.

6.3 Amendments: Any amendments to this Agreement must be made in writing and signed by both Parties.

7. Signatures

Disclosing Party

Department of Public Works,
Government of Guam

By: _____

Name: _____

Title: _____

Date: _____

Receiving Party

~~OFFICE OF THE ATTORNEY GENERAL~~
Name of Company/Organization

By:  _____

Name: THOMAS P. KEELEN

Title: ASST ATTORNEY GENERAL

Date: 2/14/25



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

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



VINCENT P. ARRIOLA
Director

LINDA J. IBANEZ
Deputy Director

ERNEST G. CANDOLETA, JR.
Deputy Director

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of Monday, February 10, 2025, by and between the Department of Public Works, Government of Guam ("Disclosing Party"), and [Joseph Duenas] ("Receiving Party"), collectively referred to as "the Parties."

(Print Name of Party)

The purpose of this Agreement is to protect the confidential and proprietary information exchanged in connection with the procurement and, Request for Proposal (RFP) process for the Simon Sanchez High School reconstruction project.

1. Definition of Confidential Information

1.1 For the purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or sensitive information disclosed by the Disclosing Party to the Receiving Party, either orally, electronically, or in writing, including but not limited to:

- RFP documentation, including scope, deliverables, and evaluation criteria.
- Proposals received in response to RFP
- Financial information, cost estimates, and budgets.
- Design documents, technical specifications, and plans.
- Stakeholder communications and approval processes.
- Any other information explicitly marked as "confidential" or reasonably understood to be confidential.

1.2 Confidential Information does not include information that:

- Was publicly available at the time of disclosure.
- Becomes publicly available without breach of this Agreement.

- Is independently developed by the Receiving Party without reference to the Confidential Information.
 - Is required to be disclosed by law or court order, provided the Receiving Party promptly notifies the Disclosing Party and cooperates to seek appropriate protection.
-

2. Obligations of the Receiving Party

2.1 The Receiving Party agrees to:

- Use Confidential Information solely for the purpose of participating in the RFP process and executing related responsibilities.
- Limit access to Confidential Information to employees, consultants, and subcontractors who need to know the information for the purpose of the project and who are bound by similar confidentiality obligations.
- Take all reasonable precautions to protect the confidentiality of the disclosed information.

2.2 The Receiving Party agrees not to:

- Disclose Confidential Information to any third party without prior written consent from the Disclosing Party.
 - Use Confidential Information for any purpose other than the RFP process and associated responsibilities.
-

3. Return or Destruction of Confidential Information

Upon completion of the RFP process or upon written request from the Disclosing Party, the Receiving Party agrees to:

- Return all physical copies of Confidential Information.
 - Permanently delete or destroy any electronic or digital records containing Confidential Information.
 - Provide a written certification of destruction upon request.
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4. Term and Termination

This Agreement will remain in effect for:

- A period of five (5) years from the date of disclosure, or
 - Until the Parties agree in writing to terminate the Agreement.
-

5. Remedies

The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential

Information may cause irreparable harm to the Disclosing Party, and agrees that the Disclosing Party is entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

6. Miscellaneous

6.1 Governing Law: This Agreement shall be governed by the laws of Guam.

6.2 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements, whether written or oral.

6.3 Amendments: Any amendments to this Agreement must be made in writing and signed by both Parties.

7. Signatures

Disclosing Party

Department of Public Works,
Government of Guam

Receiving Party

SSFM International
Name of Company/Organization

By: _____

By: 

Name: _____

Name: Joseph Duenas

Title: _____

Title: Pacific Area Manager

Date: _____

Date: 02/11/25



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

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



VINCENT P. ARRIOLA
Director

LINDA J. IBANEZ

Deputy Director

ERNEST G. CANDOLETA, JR.
Deputy Director

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of Monday, February 10, 2025, by and between the Department of Public Works, Government of Guam ("Disclosing Party"), and [Gerard E. Bautista] ("Receiving Party"), collectively referred to as "the Parties."

(Print Name of Party)

The purpose of this Agreement is to protect the confidential and proprietary information exchanged in connection with the procurement and, Request for Proposal (RFP) process for the Simon Sanchez High School reconstruction project.

1. Definition of Confidential Information

1.1 For the purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or sensitive information disclosed by the Disclosing Party to the Receiving Party, either orally, electronically, or in writing, including but not limited to:

- RFP documentation, including scope, deliverables, and evaluation criteria.
- Proposals received in response to RFP
- Financial information, cost estimates, and budgets.
- Design documents, technical specifications, and plans.
- Stakeholder communications and approval processes.
- Any other information explicitly marked as "confidential" or reasonably understood to be confidential.

1.2 Confidential Information does not include information that:

- Was publicly available at the time of disclosure.
- Becomes publicly available without breach of this Agreement.

- Is independently developed by the Receiving Party without reference to the Confidential Information.
 - Is required to be disclosed by law or court order, provided the Receiving Party promptly notifies the Disclosing Party and cooperates to seek appropriate protection.
-

2. Obligations of the Receiving Party

2.1 The Receiving Party agrees to:

- Use Confidential Information solely for the purpose of participating in the RFP process and executing related responsibilities.
- Limit access to Confidential Information to employees, consultants, and subcontractors who need to know the information for the purpose of the project and who are bound by similar confidentiality obligations.
- Take all reasonable precautions to protect the confidentiality of the disclosed information.

2.2 The Receiving Party agrees not to:

- Disclose Confidential Information to any third party without prior written consent from the Disclosing Party.
 - Use Confidential Information for any purpose other than the RFP process and associated responsibilities.
-

3. Return or Destruction of Confidential Information

Upon completion of the RFP process or upon written request from the Disclosing Party, the Receiving Party agrees to:

- Return all physical copies of Confidential Information.
 - Permanently delete or destroy any electronic or digital records containing Confidential Information.
 - Provide a written certification of destruction upon request.
-

4. Term and Termination

This Agreement will remain in effect for:

- A period of five (5) years from the date of disclosure, or
 - Until the Parties agree in writing to terminate the Agreement.
-

5. Remedies

The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential

Information may cause irreparable harm to the Disclosing Party, and agrees that the Disclosing Party is entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

6. Miscellaneous

6.1 Governing Law: This Agreement shall be governed by the laws of Guam.

6.2 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements, whether written or oral.

6.3 Amendments: Any amendments to this Agreement must be made in writing and signed by both Parties.

7. Signatures

Disclosing Party

Department of Public Works,
Government of Guam

By: _____

Name: _____

Title: _____

Date: _____

Receiving Party

SSFM INTERNATIONAL

Name of Company/Organization

By: Gerard E. Bautista

Name: Gerard E. Bautista

Title: DEPUTY MANAGER

Date: February 11, 2025



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

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



VINCENT P. ARRIOLA
Director

LINDA J. IBANEZ
Deputy Director

ERNEST G. CANDOLETA, JR.
Deputy Director

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of Monday, February 10, 2025, by and between the Department of Public Works, Government of Guam ("Disclosing Party"), and Ed Hipolito ("Receiving Party"), collectively referred to as "the Parties."

(Print Name of Party)

The purpose of this Agreement is to protect the confidential and proprietary information exchanged in connection with the procurement and, Request for Proposal (RFP) process for the Simon Sanchez High School reconstruction project.

1. Definition of Confidential Information

1.1 For the purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or sensitive information disclosed by the Disclosing Party to the Receiving Party, either orally, electronically, or in writing, including but not limited to:

- RFP documentation, including scope, deliverables, and evaluation criteria.
- Proposals received in response to RFP
- Financial information, cost estimates, and budgets.
- Design documents, technical specifications, and plans.
- Stakeholder communications and approval processes.
- Any other information explicitly marked as "confidential" or reasonably understood to be confidential.

1.2 Confidential Information does not include information that:

- Was publicly available at the time of disclosure.
- Becomes publicly available without breach of this Agreement.

- Is independently developed by the Receiving Party without reference to the Confidential Information.
 - Is required to be disclosed by law or court order, provided the Receiving Party promptly notifies the Disclosing Party and cooperates to seek appropriate protection.
-

2. Obligations of the Receiving Party

2.1 The Receiving Party agrees to:

- Use Confidential Information solely for the purpose of participating in the RFP process and executing related responsibilities.
- Limit access to Confidential Information to employees, consultants, and subcontractors who need to know the information for the purpose of the project and who are bound by similar confidentiality obligations.
- Take all reasonable precautions to protect the confidentiality of the disclosed information.

2.2 The Receiving Party agrees not to:

- Disclose Confidential Information to any third party without prior written consent from the Disclosing Party.
 - Use Confidential Information for any purpose other than the RFP process and associated responsibilities.
-

3. Return or Destruction of Confidential Information

Upon completion of the RFP process or upon written request from the Disclosing Party, the Receiving Party agrees to:

- Return all physical copies of Confidential Information.
 - Permanently delete or destroy any electronic or digital records containing Confidential Information.
 - Provide a written certification of destruction upon request.
-

4. Term and Termination

This Agreement will remain in effect for:

- A period of five (5) years from the date of disclosure, or
 - Until the Parties agree in writing to terminate the Agreement.
-

5. Remedies

The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential

Information may cause irreparable harm to the Disclosing Party, and agrees that the Disclosing Party is entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

6. Miscellaneous

6.1 Governing Law: This Agreement shall be governed by the laws of Guam.

6.2 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements, whether written or oral.

6.3 Amendments: Any amendments to this Agreement must be made in writing and signed by both Parties.

7. Signatures

Disclosing Party

Department of Public Works,
Government of Guam

By: _____

Name: _____

Title: _____

Date: _____

Receiving Party

SSFM International

Name of Company/Organization

By: Ed Hipolito

Name: Ed Hipolito

Title: Senior Project Manager

Date: 2/11/25



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

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



VINCENT P. ARRIOLA
Director

LINDA J. IBANEZ
Deputy Director

ERNEST G. CANDOLETA, JR.
Deputy Director

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of Monday, February 10, 2025, by and between the Department of Public Works, Government of Guam ("Disclosing Party"), and [Glenn Leon Guerrero] ("Receiving Party"), collectively referred to as "the Parties."

(Print Name of Party)

The purpose of this Agreement is to protect the confidential and proprietary information exchanged in connection with the procurement and, Request for Proposal (RFP) process for the Simon Sanchez High School reconstruction project.

1. Definition of Confidential Information

1.1 For the purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or sensitive information disclosed by the Disclosing Party to the Receiving Party, either orally, electronically, or in writing, including but not limited to:

- RFP documentation, including scope, deliverables, and evaluation criteria.
- Proposals received in response to RFP
- Financial information, cost estimates, and budgets.
- Design documents, technical specifications, and plans.
- Stakeholder communications and approval processes.
- Any other information explicitly marked as "confidential" or reasonably understood to be confidential.

1.2 Confidential Information does not include information that:

- Was publicly available at the time of disclosure.
- Becomes publicly available without breach of this Agreement.

- Is independently developed by the Receiving Party without reference to the Confidential Information.
 - Is required to be disclosed by law or court order, provided the Receiving Party promptly notifies the Disclosing Party and cooperates to seek appropriate protection.
-

2. Obligations of the Receiving Party

2.1 The Receiving Party agrees to:

- Use Confidential Information solely for the purpose of participating in the RFP process and executing related responsibilities.
- Limit access to Confidential Information to employees, consultants, and subcontractors who need to know the information for the purpose of the project and who are bound by similar confidentiality obligations.
- Take all reasonable precautions to protect the confidentiality of the disclosed information.

2.2 The Receiving Party agrees not to:

- Disclose Confidential Information to any third party without prior written consent from the Disclosing Party.
 - Use Confidential Information for any purpose other than the RFP process and associated responsibilities.
-

3. Return or Destruction of Confidential Information

Upon completion of the RFP process or upon written request from the Disclosing Party, the Receiving Party agrees to:

- Return all physical copies of Confidential Information.
 - Permanently delete or destroy any electronic or digital records containing Confidential Information.
 - Provide a written certification of destruction upon request.
-

4. Term and Termination

This Agreement will remain in effect for:

- A period of five (5) years from the date of disclosure, or
 - Until the Parties agree in writing to terminate the Agreement.
-

5. Remedies

The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential

Information may cause irreparable harm to the Disclosing Party, and agrees that the Disclosing Party is entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

6. Miscellaneous

6.1 Governing Law: This Agreement shall be governed by the laws of Guam.

6.2 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements, whether written or oral.

6.3 Amendments: Any amendments to this Agreement must be made in writing and signed by both Parties.

7. Signatures

Disclosing Party

Department of Public Works,
Government of Guam

By: _____

Name: _____

Title: _____

Date: _____

Receiving Party

SSFM International, Inc.

Name of Company/Organization

By:  _____

Name: Glenn Leon Guerrero

Title: Senior Project Manager

Date: February 10, 2025



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

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



VINCENT P. ARRIOLA
Director

LINDA J. IBANEZ
Deputy Director

ERNEST G. CANDOLETA, JR.
Deputy Director

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of Monday, February 10, 2025, by and between the Department of Public Works, Government of Guam ("Disclosing Party"), and [Connie F. Garrido] ("Receiving Party"), collectively referred to as "the Parties."

(Print Name of Party)

The purpose of this Agreement is to protect the confidential and proprietary information exchanged in connection with the procurement and, Request for Proposal (RFP) process for the Simon Sanchez High School reconstruction project.

1. Definition of Confidential Information

1.1 For the purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or sensitive information disclosed by the Disclosing Party to the Receiving Party, either orally, electronically, or in writing, including but not limited to:

- RFP documentation, including scope, deliverables, and evaluation criteria.
- Proposals received in response to RFP
- Financial information, cost estimates, and budgets.
- Design documents, technical specifications, and plans.
- Stakeholder communications and approval processes.
- Any other information explicitly marked as "confidential" or reasonably understood to be confidential.

1.2 Confidential Information does not include information that:

- Was publicly available at the time of disclosure.
- Becomes publicly available without breach of this Agreement.

- Is independently developed by the Receiving Party without reference to the Confidential Information.
 - Is required to be disclosed by law or court order, provided the Receiving Party promptly notifies the Disclosing Party and cooperates to seek appropriate protection.
-

2. Obligations of the Receiving Party

2.1 The Receiving Party agrees to:

- Use Confidential Information solely for the purpose of participating in the RFP process and executing related responsibilities.
- Limit access to Confidential Information to employees, consultants, and subcontractors who need to know the information for the purpose of the project and who are bound by similar confidentiality obligations.
- Take all reasonable precautions to protect the confidentiality of the disclosed information.

2.2 The Receiving Party agrees not to:

- Disclose Confidential Information to any third party without prior written consent from the Disclosing Party.
 - Use Confidential Information for any purpose other than the RFP process and associated responsibilities.
-

3. Return or Destruction of Confidential Information

Upon completion of the RFP process or upon written request from the Disclosing Party, the Receiving Party agrees to:

- Return all physical copies of Confidential Information.
 - Permanently delete or destroy any electronic or digital records containing Confidential Information.
 - Provide a written certification of destruction upon request.
-

4. Term and Termination

This Agreement will remain in effect for:

- A period of five (5) years from the date of disclosure, or
 - Until the Parties agree in writing to terminate the Agreement.
-

5. Remedies

The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential

Information may cause irreparable harm to the Disclosing Party, and agrees that the Disclosing Party is entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

6. Miscellaneous

6.1 Governing Law: This Agreement shall be governed by the laws of Guam.

6.2 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements, whether written or oral.

6.3 Amendments: Any amendments to this Agreement must be made in writing and signed by both Parties.

7. Signatures

Disclosing Party

Department of Public Works,
Government of Guam

Receiving Party

SSFM International, Inc.

Name of Company/Organization

By: _____

By: Connie F. Garrido

Name: _____

Name: Connie F. Garrido

Title: _____

Title: Documents Control

Date: _____

Date: February 10, 2025



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

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



VINCENT P. ARRIOLA
Director

LINDA J. IBANEZ

Deputy Director

ERNEST G. CANDOLETA, JR.
Deputy Director

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of Monday, February 10, 2025, by and between the Department of Public Works, Government of Guam ("Disclosing Party"), and [Alvin A. Bejosa] ("Receiving Party"), collectively referred to as "the Parties."

(Print Name of Party)

The purpose of this Agreement is to protect the confidential and proprietary information exchanged in connection with the procurement and, Request for Proposal (RFP) process for the Simon Sanchez High School reconstruction project.

1. Definition of Confidential Information

1.1 For the purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or sensitive information disclosed by the Disclosing Party to the Receiving Party, either orally, electronically, or in writing, including but not limited to:

- RFP documentation, including scope, deliverables, and evaluation criteria.
- Proposals received in response to RFP
- Financial information, cost estimates, and budgets.
- Design documents, technical specifications, and plans.
- Stakeholder communications and approval processes.
- Any other information explicitly marked as "confidential" or reasonably understood to be confidential.

1.2 Confidential Information does not include information that:

- Was publicly available at the time of disclosure.
- Becomes publicly available without breach of this Agreement.

- Is independently developed by the Receiving Party without reference to the Confidential Information.
 - Is required to be disclosed by law or court order, provided the Receiving Party promptly notifies the Disclosing Party and cooperates to seek appropriate protection.
-

2. Obligations of the Receiving Party

2.1 The Receiving Party agrees to:

- Use Confidential Information solely for the purpose of participating in the RFP process and executing related responsibilities.
- Limit access to Confidential Information to employees, consultants, and subcontractors who need to know the information for the purpose of the project and who are bound by similar confidentiality obligations.
- Take all reasonable precautions to protect the confidentiality of the disclosed information.

2.2 The Receiving Party agrees not to:

- Disclose Confidential Information to any third party without prior written consent from the Disclosing Party.
 - Use Confidential Information for any purpose other than the RFP process and associated responsibilities.
-

3. Return or Destruction of Confidential Information

Upon completion of the RFP process or upon written request from the Disclosing Party, the Receiving Party agrees to:

- Return all physical copies of Confidential Information.
 - Permanently delete or destroy any electronic or digital records containing Confidential Information.
 - Provide a written certification of destruction upon request.
-

4. Term and Termination

This Agreement will remain in effect for:

- A period of five (5) years from the date of disclosure, or
 - Until the Parties agree in writing to terminate the Agreement.
-

5. Remedies

The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential

Information may cause irreparable harm to the Disclosing Party, and agrees that the Disclosing Party is entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

6. Miscellaneous

6.1 Governing Law: This Agreement shall be governed by the laws of Guam.

6.2 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements, whether written or oral.

6.3 Amendments: Any amendments to this Agreement must be made in writing and signed by both Parties.

7. Signatures

Disclosing Party

Department of Public Works,
Government of Guam

By: _____

Name: _____

Title: _____

Date: _____

Receiving Party

SSFM INTERNATIONAL

Name of Company/Organization

By:  _____

Name: Alvin A. Bejosa

Title: PROJECT COORDINATOR

Date: February 13, 2025



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

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



VINCENT P. ARRIOLA
Director

LINDA J. IBANEZ

Deputy Director

ERNEST G. CANDOLETA, JR.
Deputy Director

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of Monday, February 10, 2025, by and between the Department of Public Works, Government of Guam ("Disclosing Party"), and [Thuy Nguyen] ("Receiving Party"), collectively referred to as "the Parties."
(Print Name of Party)

The purpose of this Agreement is to protect the confidential and proprietary information exchanged in connection with the procurement and, Request for Proposal (RFP) process for the Simon Sanchez High School reconstruction project.

1. Definition of Confidential Information

1.1 For the purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or sensitive information disclosed by the Disclosing Party to the Receiving Party, either orally, electronically, or in writing, including but not limited to:

- RFP documentation, including scope, deliverables, and evaluation criteria.
- Proposals received in response to RFP
- Financial information, cost estimates, and budgets.
- Design documents, technical specifications, and plans.
- Stakeholder communications and approval processes.
- Any other information explicitly marked as "confidential" or reasonably understood to be confidential.

1.2 Confidential Information does not include information that:

- Was publicly available at the time of disclosure.
- Becomes publicly available without breach of this Agreement.

- Is independently developed by the Receiving Party without reference to the Confidential Information.
 - Is required to be disclosed by law or court order, provided the Receiving Party promptly notifies the Disclosing Party and cooperates to seek appropriate protection.
-

2. Obligations of the Receiving Party

2.1 The Receiving Party agrees to:

- Use Confidential Information solely for the purpose of participating in the RFP process and executing related responsibilities.
- Limit access to Confidential Information to employees, consultants, and subcontractors who need to know the information for the purpose of the project and who are bound by similar confidentiality obligations.
- Take all reasonable precautions to protect the confidentiality of the disclosed information.

2.2 The Receiving Party agrees not to:

- Disclose Confidential Information to any third party without prior written consent from the Disclosing Party.
 - Use Confidential Information for any purpose other than the RFP process and associated responsibilities.
-

3. Return or Destruction of Confidential Information

Upon completion of the RFP process or upon written request from the Disclosing Party, the Receiving Party agrees to:

- Return all physical copies of Confidential Information.
 - Permanently delete or destroy any electronic or digital records containing Confidential Information.
 - Provide a written certification of destruction upon request.
-

4. Term and Termination

This Agreement will remain in effect for:

- A period of five (5) years from the date of disclosure, or
 - Until the Parties agree in writing to terminate the Agreement.
-

5. Remedies

The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential

Information may cause irreparable harm to the Disclosing Party, and agrees that the Disclosing Party is entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

6. Miscellaneous

6.1 Governing Law: This Agreement shall be governed by the laws of Guam.

6.2 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements, whether written or oral.

6.3 Amendments: Any amendments to this Agreement must be made in writing and signed by both Parties.

7. Signatures

Disclosing Party

Department of Public Works,
Government of Guam

Receiving Party

SSFM International Inc
Name of Company/Organization

By: _____

By: 

Name: _____

Name: Thuy Nguyen

Title: _____

Title: Student Intern

Date: _____

Date: 2/20/25



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

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



VINCENT P. ARRIOLA
Director

LINDA J. IBANEZ
Deputy Director

ERNEST G. CANDOLETA, JR.
Deputy Director

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of Monday, February 10, 2025, by and between the Department of Public Works, Government of Guam ("Disclosing Party"), and Viliame Vuetibau ("Receiving Party"), collectively referred to as "the Parties."

(Print Name of Party)

The purpose of this Agreement is to protect the confidential and proprietary information exchanged in connection with the procurement and, Request for Proposal (RFP) process for the Simon Sanchez High School reconstruction project.

1. Definition of Confidential Information

1.1 For the purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or sensitive information disclosed by the Disclosing Party to the Receiving Party, either orally, electronically, or in writing, including but not limited to:

- RFP documentation, including scope, deliverables, and evaluation criteria.
- Proposals received in response to RFP
- Financial information, cost estimates, and budgets.
- Design documents, technical specifications, and plans.
- Stakeholder communications and approval processes.
- Any other information explicitly marked as "confidential" or reasonably understood to be confidential.

1.2 Confidential Information does not include information that:

- Was publicly available at the time of disclosure.
- Becomes publicly available without breach of this Agreement.

- Is independently developed by the Receiving Party without reference to the Confidential Information.
 - Is required to be disclosed by law or court order, provided the Receiving Party promptly notifies the Disclosing Party and cooperates to seek appropriate protection.
-

2. Obligations of the Receiving Party

2.1 The Receiving Party agrees to:

- Use Confidential Information solely for the purpose of participating in the RFP process and executing related responsibilities.
- Limit access to Confidential Information to employees, consultants, and subcontractors who need to know the information for the purpose of the project and who are bound by similar confidentiality obligations.
- Take all reasonable precautions to protect the confidentiality of the disclosed information.

2.2 The Receiving Party agrees not to:

- Disclose Confidential Information to any third party without prior written consent from the Disclosing Party.
 - Use Confidential Information for any purpose other than the RFP process and associated responsibilities.
-

3. Return or Destruction of Confidential Information

Upon completion of the RFP process or upon written request from the Disclosing Party, the Receiving Party agrees to:

- Return all physical copies of Confidential Information.
 - Permanently delete or destroy any electronic or digital records containing Confidential Information.
 - Provide a written certification of destruction upon request.
-

4. Term and Termination

This Agreement will remain in effect for:

- A period of five (5) years from the date of disclosure, or
 - Until the Parties agree in writing to terminate the Agreement.
-

5. Remedies

The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential

Information may cause irreparable harm to the Disclosing Party, and agrees that the Disclosing Party is entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

6. Miscellaneous

6.1 Governing Law: This Agreement shall be governed by the laws of Guam.

6.2 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements, whether written or oral.

6.3 Amendments: Any amendments to this Agreement must be made in writing and signed by both Parties.

7. Signatures

Disclosing Party

Department of Public Works,
Government of Guam

Receiving Party

SSFM International, Inc.

Name of Company/Organization

By: _____

By: 

Name: _____

Name: Viliame Vuetibau

Title: _____

Title: Structural Designer

Date: _____

Date: February 12, 2025



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

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



VINCENT P. ARRIOLA
Director

LINDA J. IBANEZ
Deputy Director

ERNEST G. CANDOLETA, JR.
Deputy Director

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of Monday, February 10, 2025, by and between the Department of Public Works, Government of Guam ("Disclosing Party"), and Lila Wang (SSFM) ("Receiving Party"), collectively referred to as "the Parties."

(Print Name of Party)

The purpose of this Agreement is to protect the confidential and proprietary information exchanged in connection with the procurement and, Request for Proposal (RFP) process for the Simon Sanchez High School reconstruction project.

1. Definition of Confidential Information

1.1 For the purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or sensitive information disclosed by the Disclosing Party to the Receiving Party, either orally, electronically, or in writing, including but not limited to:

- RFP documentation, including scope, deliverables, and evaluation criteria.
- Proposals received in response to RFP
- Financial information, cost estimates, and budgets.
- Design documents, technical specifications, and plans.
- Stakeholder communications and approval processes.
- Any other information explicitly marked as "confidential" or reasonably understood to be confidential.

1.2 Confidential Information does not include information that:

- Was publicly available at the time of disclosure.
- Becomes publicly available without breach of this Agreement.

- Is independently developed by the Receiving Party without reference to the Confidential Information.
 - Is required to be disclosed by law or court order, provided the Receiving Party promptly notifies the Disclosing Party and cooperates to seek appropriate protection.
-

2. Obligations of the Receiving Party

2.1 The Receiving Party agrees to:

- Use Confidential Information solely for the purpose of participating in the RFP process and executing related responsibilities.
- Limit access to Confidential Information to employees, consultants, and subcontractors who need to know the information for the purpose of the project and who are bound by similar confidentiality obligations.
- Take all reasonable precautions to protect the confidentiality of the disclosed information.

2.2 The Receiving Party agrees not to:

- Disclose Confidential Information to any third party without prior written consent from the Disclosing Party.
 - Use Confidential Information for any purpose other than the RFP process and associated responsibilities.
-

3. Return or Destruction of Confidential Information

Upon completion of the RFP process or upon written request from the Disclosing Party, the Receiving Party agrees to:

- Return all physical copies of Confidential Information.
 - Permanently delete or destroy any electronic or digital records containing Confidential Information.
 - Provide a written certification of destruction upon request.
-

4. Term and Termination

This Agreement will remain in effect for:

- A period of five (5) years from the date of disclosure, or
 - Until the Parties agree in writing to terminate the Agreement.
-

5. Remedies

The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential

Information may cause irreparable harm to the Disclosing Party, and agrees that the Disclosing Party is entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

6. Miscellaneous

6.1 Governing Law: This Agreement shall be governed by the laws of Guam.

6.2 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements, whether written or oral.

6.3 Amendments: Any amendments to this Agreement must be made in writing and signed by both Parties.

7. Signatures

Disclosing Party

Department of Public Works,
Government of Guam

Receiving Party

SSFM

Name of Company/Organization

By: _____

By: _____

Name: _____

Name: Verla Ludwig 

Title: _____

Title: Project coordinator

Date: _____

Date: 4/2/25



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

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



VINCENT P. ARRIOLA
Director

LINDA J. IBANEZ
Deputy Director

ERNEST G. CANDOLETA, JR.
Deputy Director

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of Monday, February 10, 2025, by and between the Department of Public Works, Government of Guam ("Disclosing Party"), and **JEROME CHAZ** ("Receiving Party"), collectively referred to as "the Parties."

(Print Name of Party)

The purpose of this Agreement is to protect the confidential and proprietary information exchanged in connection with the procurement and, Request for Proposal (RFP) process for the Simon Sanchez High School reconstruction project.

1. Definition of Confidential Information

1.1 For the purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or sensitive information disclosed by the Disclosing Party to the Receiving Party, either orally, electronically, or in writing, including but not limited to:

- RFP documentation, including scope, deliverables, and evaluation criteria.
- Proposals received in response to RFP
- Financial information, cost estimates, and budgets.
- Design documents, technical specifications, and plans.
- Stakeholder communications and approval processes.
- Any other information explicitly marked as "confidential" or reasonably understood to be confidential.

1.2 Confidential Information does not include information that:

- Was publicly available at the time of disclosure.
- Becomes publicly available without breach of this Agreement.

- Is independently developed by the Receiving Party without reference to the Confidential Information.
 - Is required to be disclosed by law or court order, provided the Receiving Party promptly notifies the Disclosing Party and cooperates to seek appropriate protection.
-

2. Obligations of the Receiving Party

2.1 The Receiving Party agrees to:

- Use Confidential Information solely for the purpose of participating in the RFP process and executing related responsibilities.
- Limit access to Confidential Information to employees, consultants, and subcontractors who need to know the information for the purpose of the project and who are bound by similar confidentiality obligations.
- Take all reasonable precautions to protect the confidentiality of the disclosed information.

2.2 The Receiving Party agrees not to:

- Disclose Confidential Information to any third party without prior written consent from the Disclosing Party.
 - Use Confidential Information for any purpose other than the RFP process and associated responsibilities.
-

3. Return or Destruction of Confidential Information

Upon completion of the RFP process or upon written request from the Disclosing Party, the Receiving Party agrees to:

- Return all physical copies of Confidential Information.
 - Permanently delete or destroy any electronic or digital records containing Confidential Information.
 - Provide a written certification of destruction upon request.
-

4. Term and Termination

This Agreement will remain in effect for:

- A period of five (5) years from the date of disclosure, or
 - Until the Parties agree in writing to terminate the Agreement.
-

5. Remedies

The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential

Information may cause irreparable harm to the Disclosing Party, and agrees that the Disclosing Party is entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

6. Miscellaneous

6.1 Governing Law: This Agreement shall be governed by the laws of Guam.

6.2 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements, whether written or oral.

6.3 Amendments: Any amendments to this Agreement must be made in writing and signed by both Parties.

7. Signatures

Disclosing Party

Department of Public Works,
Government of Guam

Receiving Party

SSFM INTERNATIONAL

Name of Company/Organization

By: _____

By:  _____

Name: _____

Name: JEROME CHAZ

Title: _____

Title: RESIDENT ENGINEER

Date: _____

Date: JULY 18, 2025



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

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



VINCENT P. ARRIOLA
Director

LINDA J. IBANEZ

Deputy Director

ERNEST G. CANDOLETA, JR.

Deputy Director

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of Monday, February 10, 2025, by and between the Department of Public Works, Government of Guam ("Disclosing Party"), and [DEO GENEROSO R. PERLADEZ] ("Receiving Party"), collectively referred to as "the Parties."

(Print Name of Party)

The purpose of this Agreement is to protect the confidential and proprietary information exchanged in connection with the procurement and, Request for Proposal (RFP) process for the Simon Sanchez High School reconstruction project.

1. Definition of Confidential Information

1.1 For the purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or sensitive information disclosed by the Disclosing Party to the Receiving Party, either orally, electronically, or in writing, including but not limited to:

- RFP documentation, including scope, deliverables, and evaluation criteria.
- Proposals received in response to RFP
- Financial information, cost estimates, and budgets.
- Design documents, technical specifications, and plans.
- Stakeholder communications and approval processes.
- Any other information explicitly marked as "confidential" or reasonably understood to be confidential.

1.2 Confidential Information does not include information that:

- Was publicly available at the time of disclosure.
- Becomes publicly available without breach of this Agreement.

- Is independently developed by the Receiving Party without reference to the Confidential Information.
 - Is required to be disclosed by law or court order, provided the Receiving Party promptly notifies the Disclosing Party and cooperates to seek appropriate protection.
-

2. Obligations of the Receiving Party

2.1 The Receiving Party agrees to:

- Use Confidential Information solely for the purpose of participating in the RFP process and executing related responsibilities.
- Limit access to Confidential Information to employees, consultants, and subcontractors who need to know the information for the purpose of the project and who are bound by similar confidentiality obligations.
- Take all reasonable precautions to protect the confidentiality of the disclosed information.

2.2 The Receiving Party agrees not to:

- Disclose Confidential Information to any third party without prior written consent from the Disclosing Party.
 - Use Confidential Information for any purpose other than the RFP process and associated responsibilities.
-

3. Return or Destruction of Confidential Information

Upon completion of the RFP process or upon written request from the Disclosing Party, the Receiving Party agrees to:

- Return all physical copies of Confidential Information.
 - Permanently delete or destroy any electronic or digital records containing Confidential Information.
 - Provide a written certification of destruction upon request.
-

4. Term and Termination

This Agreement will remain in effect for:

- A period of five (5) years from the date of disclosure, or
 - Until the Parties agree in writing to terminate the Agreement.
-

5. Remedies

The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential

Information may cause irreparable harm to the Disclosing Party, and agrees that the Disclosing Party is entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

6. Miscellaneous

6.1 Governing Law: This Agreement shall be governed by the laws of Guam.

6.2 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements, whether written or oral.

6.3 Amendments: Any amendments to this Agreement must be made in writing and signed by both Parties.

7. Signatures

Disclosing Party

Department of Public Works,
Government of Guam

Receiving Party

CSFM, INTERNATIONAL

Name of Company/Organization

By: _____

By: _____

Name: _____

Name: DED GENEROSO R. FERNANDEZ

Title: _____

Title: CONSTRUCTION INSPECTOR

Date: _____

Date: 08/11/2025



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

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



VINCENT P. ARRIOLA
Director

LINDA J. IBANEZ

Deputy Director

ERNEST G. CANDOLETA, JR.

Deputy Director

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of Monday, February 10, 2025, by and between the Department of Public Works, Government of Guam ("Disclosing Party"), and VIRGILIO P. VALENCA ("Receiving Party"), collectively referred to as "the Parties."

(Print Name of Party)

The purpose of this Agreement is to protect the confidential and proprietary information exchanged in connection with the procurement and, Request for Proposal (RFP) process for the Simon Sanchez High School reconstruction project.

1. Definition of Confidential Information

1.1 For the purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or sensitive information disclosed by the Disclosing Party to the Receiving Party, either orally, electronically, or in writing, including but not limited to:

- RFP documentation, including scope, deliverables, and evaluation criteria.
- Proposals received in response to RFP
- Financial information, cost estimates, and budgets.
- Design documents, technical specifications, and plans.
- Stakeholder communications and approval processes.
- Any other information explicitly marked as "confidential" or reasonably understood to be confidential.

1.2 Confidential Information does not include information that:

- Was publicly available at the time of disclosure.
- Becomes publicly available without breach of this Agreement.

- Is independently developed by the Receiving Party without reference to the Confidential Information.
 - Is required to be disclosed by law or court order, provided the Receiving Party promptly notifies the Disclosing Party and cooperates to seek appropriate protection.
-

2. Obligations of the Receiving Party

2.1 The Receiving Party agrees to:

- Use Confidential Information solely for the purpose of participating in the RFP process and executing related responsibilities.
- Limit access to Confidential Information to employees, consultants, and subcontractors who need to know the information for the purpose of the project and who are bound by similar confidentiality obligations.
- Take all reasonable precautions to protect the confidentiality of the disclosed information.

2.2 The Receiving Party agrees not to:

- Disclose Confidential Information to any third party without prior written consent from the Disclosing Party.
 - Use Confidential Information for any purpose other than the RFP process and associated responsibilities.
-

3. Return or Destruction of Confidential Information

Upon completion of the RFP process or upon written request from the Disclosing Party, the Receiving Party agrees to:

- Return all physical copies of Confidential Information.
 - Permanently delete or destroy any electronic or digital records containing Confidential Information.
 - Provide a written certification of destruction upon request.
-

4. Term and Termination

This Agreement will remain in effect for:

- A period of five (5) years from the date of disclosure, or
 - Until the Parties agree in writing to terminate the Agreement.
-

5. Remedies

The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential

Information may cause irreparable harm to the Disclosing Party, and agrees that the Disclosing Party is entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

6. Miscellaneous

6.1 Governing Law: This Agreement shall be governed by the laws of Guam.

6.2 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements, whether written or oral.

6.3 Amendments: Any amendments to this Agreement must be made in writing and signed by both Parties.

7. Signatures

Disclosing Party

Department of Public Works,
Government of Guam

By: _____

Name: _____

Title: _____

Date: _____

Receiving Party

SSPM INT'L

Name of Company/Organization

By: Virgilio P. Val

Name: VIRGILIO P. VALENCIA

Title: CONSTRUCTION INSPECTOR

Date: AUG, 11, 2025



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

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



VINCENT P. ARRIOLA
Director

LINDA J. IBANEZ
Deputy Director

ERNEST G. CANDOLETA, JR.
Deputy Director

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of Monday, February 10, 2025, by and between the Department of Public Works, Government of Guam ("Disclosing Party"), and FARHAD KHAN ("Receiving Party"), collectively referred to as "the Parties."
SSFM INTERNATIONAL
(Print Name of Party)

The purpose of this Agreement is to protect the confidential and proprietary information exchanged in connection with the procurement and, Request for Proposal (RFP) process for the Simon Sanchez High School reconstruction project.

1. Definition of Confidential Information

1.1 For the purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or sensitive information disclosed by the Disclosing Party to the Receiving Party, either orally, electronically, or in writing, including but not limited to:

- RFP documentation, including scope, deliverables, and evaluation criteria.
- Proposals received in response to RFP
- Financial information, cost estimates, and budgets.
- Design documents, technical specifications, and plans.
- Stakeholder communications and approval processes.
- Any other information explicitly marked as "confidential" or reasonably understood to be confidential.

1.2 Confidential Information does not include information that:

- Was publicly available at the time of disclosure.
- Becomes publicly available without breach of this Agreement.

2025
NOV 24, 25

- Is independently developed by the Receiving Party without reference to the Confidential Information.
 - Is required to be disclosed by law or court order, provided the Receiving Party promptly notifies the Disclosing Party and cooperates to seek appropriate protection.
-

2. Obligations of the Receiving Party

2.1 The Receiving Party agrees to:

- Use Confidential Information solely for the purpose of participating in the RFP process and executing related responsibilities.
- Limit access to Confidential Information to employees, consultants, and subcontractors who need to know the information for the purpose of the project and who are bound by similar confidentiality obligations.
- Take all reasonable precautions to protect the confidentiality of the disclosed information.

2.2 The Receiving Party agrees not to:

- Disclose Confidential Information to any third party without prior written consent from the Disclosing Party.
 - Use Confidential Information for any purpose other than the RFP process and associated responsibilities.
-

3. Return or Destruction of Confidential Information

Upon completion of the RFP process or upon written request from the Disclosing Party, the Receiving Party agrees to:

- Return all physical copies of Confidential Information.
 - Permanently delete or destroy any electronic or digital records containing Confidential Information.
 - Provide a written certification of destruction upon request.
-

4. Term and Termination

This Agreement will remain in effect for:

- A period of five (5) years from the date of disclosure, or
 - Until the Parties agree in writing to terminate the Agreement.
-

5. Remedies

The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential

Information may cause irreparable harm to the Disclosing Party, and agrees that the Disclosing Party is entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

6. Miscellaneous

6.1 Governing Law: This Agreement shall be governed by the laws of Guam.

6.2 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements, whether written or oral.

6.3 Amendments: Any amendments to this Agreement must be made in writing and signed by both Parties.

7. Signatures

Disclosing Party


Department of Public Works,
Government of Guam

Receiving Party

SSFM INTERNATIONAL

Name of Company/Organization

By: _____

By: 

Name: _____

Name: FARHAD KHAN

Title: _____

Title: CONSTRUCTION
MANAGER

Date: _____

Date: NOV 24, 2025



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

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



VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR.
Deputy Director

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of Monday, February 10, 2025, by and between the Department of Public Works, Government of Guam ("Disclosing Party"), and CARLA D. MASNAYON ("Receiving Party"), collectively referred to as "the Parties."

(Print Name of Party)

The purpose of this Agreement is to protect the confidential and proprietary information exchanged in connection with the procurement and, Request for Proposal (RFP) process for the Simon Sanchez High School reconstruction project.

1. Definition of Confidential Information

1.1 For the purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or sensitive information disclosed by the Disclosing Party to the Receiving Party, either orally, electronically, or in writing, including but not limited to:

- RFP documentation, including scope, deliverables, and evaluation criteria.
- Proposals received in response to RFP
- Financial information, cost estimates, and budgets.
- Design documents, technical specifications, and plans.
- Stakeholder communications and approval processes.
- Any other information explicitly marked as "confidential" or reasonably understood to be confidential.

1.2 Confidential Information does not include information that:

- Was publicly available at the time of disclosure.
- Becomes publicly available without breach of this Agreement.

- Is independently developed by the Receiving Party without reference to the Confidential Information.
 - Is required to be disclosed by law or court order, provided the Receiving Party promptly notifies the Disclosing Party and cooperates to seek appropriate protection.
-

2. Obligations of the Receiving Party

2.1 The Receiving Party agrees to:

- Use Confidential Information solely for the purpose of participating in the RFP process and executing related responsibilities.
- Limit access to Confidential Information to employees, consultants, and subcontractors who need to know the information for the purpose of the project and who are bound by similar confidentiality obligations.
- Take all reasonable precautions to protect the confidentiality of the disclosed information.

2.2 The Receiving Party agrees not to:

- Disclose Confidential Information to any third party without prior written consent from the Disclosing Party.
 - Use Confidential Information for any purpose other than the RFP process and associated responsibilities.
-

3. Return or Destruction of Confidential Information

Upon completion of the RFP process or upon written request from the Disclosing Party, the Receiving Party agrees to:

- Return all physical copies of Confidential Information.
 - Permanently delete or destroy any electronic or digital records containing Confidential Information.
 - Provide a written certification of destruction upon request.
-

4. Term and Termination

This Agreement will remain in effect for:

- A period of five (5) years from the date of disclosure, or
 - Until the Parties agree in writing to terminate the Agreement.
-

5. Remedies

The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential

Information may cause irreparable harm to the Disclosing Party, and agrees that the Disclosing Party is entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

6. Miscellaneous

6.1 Governing Law: This Agreement shall be governed by the laws of Guam.

6.2 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements, whether written or oral.

6.3 Amendments: Any amendments to this Agreement must be made in writing and signed by both Parties.

7. Signatures

Disclosing Party
Department of Public Works,
Government of Guam

Receiving Party

SIMON A. SANCHEZ HIGH SCHOOL
Name of Company/Organization

By: _____

By: CD Masnayan

Name: _____

Name: CARLA D. MASNAYON

Title: _____

Title: PRINCIPAL, SSHS

Date: _____

Date: 2/13/25



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

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



VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR.
Deputy Director

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of Monday, February 10, 2025, by and between the Department of Public Works, Government of Guam ("Disclosing Party"), and Keith Quiambao ("Receiving Party"), collectively referred to as "the Parties."

(Print Name of Party)

The purpose of this Agreement is to protect the confidential and proprietary information exchanged in connection with the procurement and, Request for Proposal (RFP) process for the Simon Sanchez High School reconstruction project.

1. Definition of Confidential Information

1.1 For the purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or sensitive information disclosed by the Disclosing Party to the Receiving Party, either orally, electronically, or in writing, including but not limited to:

- RFP documentation, including scope, deliverables, and evaluation criteria.
- Proposals received in response to RFP
- Financial information, cost estimates, and budgets.
- Design documents, technical specifications, and plans.
- Stakeholder communications and approval processes.
- Any other information explicitly marked as "confidential" or reasonably understood to be confidential.

1.2 Confidential Information does not include information that:

- Was publicly available at the time of disclosure.
- Becomes publicly available without breach of this Agreement.

- Is independently developed by the Receiving Party without reference to the Confidential Information.
 - Is required to be disclosed by law or court order, provided the Receiving Party promptly notifies the Disclosing Party and cooperates to seek appropriate protection.
-

2. Obligations of the Receiving Party

2.1 The Receiving Party agrees to:

- Use Confidential Information solely for the purpose of participating in the RFP process and executing related responsibilities.
- Limit access to Confidential Information to employees, consultants, and subcontractors who need to know the information for the purpose of the project and who are bound by similar confidentiality obligations.
- Take all reasonable precautions to protect the confidentiality of the disclosed information.

2.2 The Receiving Party agrees not to:

- Disclose Confidential Information to any third party without prior written consent from the Disclosing Party.
 - Use Confidential Information for any purpose other than the RFP process and associated responsibilities.
-

3. Return or Destruction of Confidential Information

Upon completion of the RFP process or upon written request from the Disclosing Party, the Receiving Party agrees to:

- Return all physical copies of Confidential Information.
 - Permanently delete or destroy any electronic or digital records containing Confidential Information.
 - Provide a written certification of destruction upon request.
-

4. Term and Termination

This Agreement will remain in effect for:

- A period of five (5) years from the date of disclosure, or
 - Until the Parties agree in writing to terminate the Agreement.
-

5. Remedies

The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential

Information may cause irreparable harm to the Disclosing Party, and agrees that the Disclosing Party is entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

6. Miscellaneous

6.1 Governing Law: This Agreement shall be governed by the laws of Guam.

6.2 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements, whether written or oral.

6.3 Amendments: Any amendments to this Agreement must be made in writing and signed by both Parties.

7. Signatures

Disclosing Party
Department of Public Works,
Government of Guam

By: _____

Name: _____

Title: _____

Date: _____

Receiving Party

Simon Sanchez High School
Name of Company/Organization

By: [Signature]

Name: Keith D. Quiambao

Title: Assistant Principal

Date: 13 Feb 25



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

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



VINCENT P. ARRIOLA
Director

LINDA J. IBANEZ

Deputy Director

ERNEST G. CANDOLETA, JR.

Deputy Director

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of Monday, February 10, 2025, by and between the Department of Public Works, Government of Guam ("Disclosing Party"), and Melvin Finoña ("Receiving Party"), collectively referred to as "the Parties."

(Print Name of Party)

The purpose of this Agreement is to protect the confidential and proprietary information exchanged in connection with the procurement and, Request for Proposal (RFP) process for the Simon Sanchez High School reconstruction project.

1. Definition of Confidential Information

1.1 For the purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or sensitive information disclosed by the Disclosing Party to the Receiving Party, either orally, electronically, or in writing, including but not limited to:

- RFP documentation, including scope, deliverables, and evaluation criteria.
- Proposals received in response to RFP
- Financial information, cost estimates, and budgets.
- Design documents, technical specifications, and plans.
- Stakeholder communications and approval processes.
- Any other information explicitly marked as "confidential" or reasonably understood to be confidential.

1.2 Confidential Information does not include information that:

- Was publicly available at the time of disclosure.
- Becomes publicly available without breach of this Agreement.

- Is independently developed by the Receiving Party without reference to the Confidential Information.
 - Is required to be disclosed by law or court order, provided the Receiving Party promptly notifies the Disclosing Party and cooperates to seek appropriate protection.
-

2. Obligations of the Receiving Party

2.1 The Receiving Party agrees to:

- Use Confidential Information solely for the purpose of participating in the RFP process and executing related responsibilities.
- Limit access to Confidential Information to employees, consultants, and subcontractors who need to know the information for the purpose of the project and who are bound by similar confidentiality obligations.
- Take all reasonable precautions to protect the confidentiality of the disclosed information.

2.2 The Receiving Party agrees not to:

- Disclose Confidential Information to any third party without prior written consent from the Disclosing Party.
 - Use Confidential Information for any purpose other than the RFP process and associated responsibilities.
-

3. Return or Destruction of Confidential Information

Upon completion of the RFP process or upon written request from the Disclosing Party, the Receiving Party agrees to:

- Return all physical copies of Confidential Information.
 - Permanently delete or destroy any electronic or digital records containing Confidential Information.
 - Provide a written certification of destruction upon request.
-

4. Term and Termination

This Agreement will remain in effect for:

- A period of five (5) years from the date of disclosure, or
 - Until the Parties agree in writing to terminate the Agreement.
-

5. Remedies

The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential

Information may cause irreparable harm to the Disclosing Party, and agrees that the Disclosing Party is entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

6. Miscellaneous

6.1 Governing Law: This Agreement shall be governed by the laws of Guam.

6.2 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements, whether written or oral.

6.3 Amendments: Any amendments to this Agreement must be made in writing and signed by both Parties.

7. Signatures

Disclosing Party
Department of Public Works,
Government of Guam

By: _____

Name: _____

Title: _____

Date: _____

Receiving Party

GDOE - Simon Sanchez HS

Name of Company/Organization

By:  _____

Name: *Melvin Finona* _____

Title: *Asst. Principal* _____

Date: *2/13/25* _____



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

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



VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR.
Deputy Director

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of Monday, February 10, 2025, by and between the Department of Public Works, Government of Guam ("Disclosing Party"), and Ronald A. Canos. ("Receiving Party"), collectively referred to as "the Parties."
(Print Name of Party)

The purpose of this Agreement is to protect the confidential and proprietary information exchanged in connection with the procurement and, Request for Proposal (RFP) process for the Simon Sanchez High School reconstruction project.

1. Definition of Confidential Information

1.1 For the purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or sensitive information disclosed by the Disclosing Party to the Receiving Party, either orally, electronically, or in writing, including but not limited to:

- RFP documentation, including scope, deliverables, and evaluation criteria.
- Proposals received in response to RFP
- Financial information, cost estimates, and budgets.
- Design documents, technical specifications, and plans.
- Stakeholder communications and approval processes.
- Any other information explicitly marked as "confidential" or reasonably understood to be confidential.

1.2 Confidential Information does not include information that:

- Was publicly available at the time of disclosure.
- Becomes publicly available without breach of this Agreement.

- Is independently developed by the Receiving Party without reference to the Confidential Information.
 - Is required to be disclosed by law or court order, provided the Receiving Party promptly notifies the Disclosing Party and cooperates to seek appropriate protection.
-

2. Obligations of the Receiving Party

2.1 The Receiving Party agrees to:

- Use Confidential Information solely for the purpose of participating in the RFP process and executing related responsibilities.
- Limit access to Confidential Information to employees, consultants, and subcontractors who need to know the information for the purpose of the project and who are bound by similar confidentiality obligations.
- Take all reasonable precautions to protect the confidentiality of the disclosed information.

2.2 The Receiving Party agrees not to:

- Disclose Confidential Information to any third party without prior written consent from the Disclosing Party.
 - Use Confidential Information for any purpose other than the RFP process and associated responsibilities.
-

3. Return or Destruction of Confidential Information

Upon completion of the RFP process or upon written request from the Disclosing Party, the Receiving Party agrees to:

- Return all physical copies of Confidential Information.
 - Permanently delete or destroy any electronic or digital records containing Confidential Information.
 - Provide a written certification of destruction upon request.
-

4. Term and Termination

This Agreement will remain in effect for:

- A period of five (5) years from the date of disclosure, or
 - Until the Parties agree in writing to terminate the Agreement.
-

5. Remedies

The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential

Information may cause irreparable harm to the Disclosing Party, and agrees that the Disclosing Party is entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

6. Miscellaneous

6.1 Governing Law: This Agreement shall be governed by the laws of Guam.

6.2 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements, whether written or oral.

6.3 Amendments: Any amendments to this Agreement must be made in writing and signed by both Parties.

7. Signatures

Disclosing Party

Department of Public Works,
Government of Guam

By: _____

Name: _____

Title: _____

Date: _____

Receiving Party

Simon Sanchez High School

Name of Company/Organization

By:  _____

Name: *Ronald A. Caros*

Title: *Assistant Principal*

Date: *2/18/25*



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

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



VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR.
Deputy Director

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of Monday, February 10, 2025, by and between the Department of Public Works, Government of Guam ("Disclosing Party"), and Jessica Rose P. Fagan ("Receiving Party"), collectively referred to as "the Parties."
(Print Name of Party)

The purpose of this Agreement is to protect the confidential and proprietary information exchanged in connection with the procurement and, Request for Proposal (RFP) process for the Simon Sanchez High School reconstruction project.

1. Definition of Confidential Information

1.1 For the purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or sensitive information disclosed by the Disclosing Party to the Receiving Party, either orally, electronically, or in writing, including but not limited to:

- RFP documentation, including scope, deliverables, and evaluation criteria.
- Proposals received in response to RFP
- Financial information, cost estimates, and budgets.
- Design documents, technical specifications, and plans.
- Stakeholder communications and approval processes.
- Any other information explicitly marked as "confidential" or reasonably understood to be confidential.

1.2 Confidential Information does not include information that:

- Was publicly available at the time of disclosure.
- Becomes publicly available without breach of this Agreement.

- Is independently developed by the Receiving Party without reference to the Confidential Information.
 - Is required to be disclosed by law or court order, provided the Receiving Party promptly notifies the Disclosing Party and cooperates to seek appropriate protection.
-

2. Obligations of the Receiving Party

2.1 The Receiving Party agrees to:

- Use Confidential Information solely for the purpose of participating in the RFP process and executing related responsibilities.
- Limit access to Confidential Information to employees, consultants, and subcontractors who need to know the information for the purpose of the project and who are bound by similar confidentiality obligations.
- Take all reasonable precautions to protect the confidentiality of the disclosed information.

2.2 The Receiving Party agrees not to:

- Disclose Confidential Information to any third party without prior written consent from the Disclosing Party.
 - Use Confidential Information for any purpose other than the RFP process and associated responsibilities.
-

3. Return or Destruction of Confidential Information

Upon completion of the RFP process or upon written request from the Disclosing Party, the Receiving Party agrees to:

- Return all physical copies of Confidential Information.
 - Permanently delete or destroy any electronic or digital records containing Confidential Information.
 - Provide a written certification of destruction upon request.
-

4. Term and Termination

This Agreement will remain in effect for:

- A period of five (5) years from the date of disclosure, or
 - Until the Parties agree in writing to terminate the Agreement.
-

5. Remedies

The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential

Information may cause irreparable harm to the Disclosing Party, and agrees that the Disclosing Party is entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

6. Miscellaneous

6.1 Governing Law: This Agreement shall be governed by the laws of Guam.

6.2 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements, whether written or oral.

6.3 Amendments: Any amendments to this Agreement must be made in writing and signed by both Parties.

7. Signatures

Disclosing Party
Department of Public Works,
Government of Guam

By: _____

Name: _____

Title: _____

Date: _____

Receiving Party

GOOE / Simon A. Sanchez High School
Name of Company/Organization

By: _____

Name: _____

Title: _____

Date: 02/13/2025



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

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



VINCENT P. ARRIOLA
Director

LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR.
Deputy Director

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of Monday, February 10, 2025, by and between the Department of Public Works, Government of Guam ("Disclosing Party"), and [Michael Makio] ("Receiving Party"), collectively referred to as "the Parties."

(Print Name of Party)

The purpose of this Agreement is to protect the confidential and proprietary information exchanged in connection with the procurement and, Request for Proposal (RFP) process for the Simon Sanchez High School reconstruction project.

1. Definition of Confidential Information

1.1 For the purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or sensitive information disclosed by the Disclosing Party to the Receiving Party, either orally, electronically, or in writing, including but not limited to:

- RFP documentation, including scope, deliverables, and evaluation criteria.
- Proposals received in response to RFP
- Financial information, cost estimates, and budgets.
- Design documents, technical specifications, and plans.
- Stakeholder communications and approval processes.
- Any other information explicitly marked as "confidential" or reasonably understood to be confidential.

1.2 Confidential Information does not include information that:

- Was publicly available at the time of disclosure.
- Becomes publicly available without breach of this Agreement.

- Is independently developed by the Receiving Party without reference to the Confidential Information.
 - Is required to be disclosed by law or court order, provided the Receiving Party promptly notifies the Disclosing Party and cooperates to seek appropriate protection.
-

2. Obligations of the Receiving Party

2.1 The Receiving Party agrees to:

- Use Confidential Information solely for the purpose of participating in the RFP process and executing related responsibilities.
- Limit access to Confidential Information to employees, consultants, and subcontractors who need to know the information for the purpose of the project and who are bound by similar confidentiality obligations.
- Take all reasonable precautions to protect the confidentiality of the disclosed information.

2.2 The Receiving Party agrees not to:

- Disclose Confidential Information to any third party without prior written consent from the Disclosing Party.
 - Use Confidential Information for any purpose other than the RFP process and associated responsibilities.
-

3. Return or Destruction of Confidential Information

Upon completion of the RFP process or upon written request from the Disclosing Party, the Receiving Party agrees to:

- Return all physical copies of Confidential Information.
 - Permanently delete or destroy any electronic or digital records containing Confidential Information.
 - Provide a written certification of destruction upon request.
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4. Term and Termination

This Agreement will remain in effect for:

- A period of five (5) years from the date of disclosure, or
 - Until the Parties agree in writing to terminate the Agreement.
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5. Remedies

The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential

Information may cause irreparable harm to the Disclosing Party, and agrees that the Disclosing Party is entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

6. Miscellaneous

6.1 Governing Law: This Agreement shall be governed by the laws of Guam.

6.2 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements, whether written or oral.

6.3 Amendments: Any amendments to this Agreement must be made in writing and signed by both Parties.

7. Signatures

Disclosing Party
Department of Public Works,
Government of Guam

By: _____

Name: _____

Title: _____

Date: _____

Receiving Party

TRMA

Name of Company/Organization

By:  _____

Name: Michael Makio

Title: Principal

Date: 2/14/25



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

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



VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR.
Deputy Director

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of Monday, February 10, 2025, by and between the Department of Public Works, Government of Guam ("Disclosing Party"), and Cedric Cruz ("Receiving Party"), collectively referred to as "the Parties."

(Print Name of Party)

The purpose of this Agreement is to protect the confidential and proprietary information exchanged in connection with the procurement and, Request for Proposal (RFP) process for the Simon Sanchez High School reconstruction project.

1. Definition of Confidential Information

1.1 For the purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or sensitive information disclosed by the Disclosing Party to the Receiving Party, either orally, electronically, or in writing, including but not limited to:

- RFP documentation, including scope, deliverables, and evaluation criteria.
- Proposals received in response to RFP
- Financial information, cost estimates, and budgets.
- Design documents, technical specifications, and plans.
- Stakeholder communications and approval processes.
- Any other information explicitly marked as "confidential" or reasonably understood to be confidential.

1.2 Confidential Information does not include information that:

- Was publicly available at the time of disclosure.
- Becomes publicly available without breach of this Agreement.

- Is independently developed by the Receiving Party without reference to the Confidential Information.
 - Is required to be disclosed by law or court order, provided the Receiving Party promptly notifies the Disclosing Party and cooperates to seek appropriate protection.
-

2. Obligations of the Receiving Party

2.1 The Receiving Party agrees to:

- Use Confidential Information solely for the purpose of participating in the RFP process and executing related responsibilities.
- Limit access to Confidential Information to employees, consultants, and subcontractors who need to know the information for the purpose of the project and who are bound by similar confidentiality obligations.
- Take all reasonable precautions to protect the confidentiality of the disclosed information.

2.2 The Receiving Party agrees not to:

- Disclose Confidential Information to any third party without prior written consent from the Disclosing Party.
 - Use Confidential Information for any purpose other than the RFP process and associated responsibilities.
-

3. Return or Destruction of Confidential Information

Upon completion of the RFP process or upon written request from the Disclosing Party, the Receiving Party agrees to:

- Return all physical copies of Confidential Information.
 - Permanently delete or destroy any electronic or digital records containing Confidential Information.
 - Provide a written certification of destruction upon request.
-

4. Term and Termination

This Agreement will remain in effect for:

- A period of five (5) years from the date of disclosure, or
 - Until the Parties agree in writing to terminate the Agreement.
-

5. Remedies

The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential

Information may cause irreparable harm to the Disclosing Party, and agrees that the Disclosing Party is entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

6. Miscellaneous

6.1 Governing Law: This Agreement shall be governed by the laws of Guam.

6.2 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements, whether written or oral.

6.3 Amendments: Any amendments to this Agreement must be made in writing and signed by both Parties.

7. Signatures

Disclosing Party

Department of Public Works,
Government of Guam

Receiving Party

TRMA

Name of Company/Organization

By: _____

By:  _____

Name: _____

Name: Cedric Cruz

Title: _____

Title: Architect

Date: _____

Date: 2/11/25



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

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



VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR.
Deputy Director

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of Monday, February 10, 2025, by and between the Department of Public Works, Government of Guam ("Disclosing Party"), and ELMER PANDANTE JR. ("Receiving Party"), collectively referred to as "the Parties."

(Print Name of Party)

The purpose of this Agreement is to protect the confidential and proprietary information exchanged in connection with the procurement and, Request for Proposal (RFP) process for the Simon Sanchez High School reconstruction project.

1. Definition of Confidential Information

1.1 For the purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or sensitive information disclosed by the Disclosing Party to the Receiving Party, either orally, electronically, or in writing, including but not limited to:

- RFP documentation, including scope, deliverables, and evaluation criteria.
- Proposals received in response to RFP
- Financial information, cost estimates, and budgets.
- Design documents, technical specifications, and plans.
- Stakeholder communications and approval processes.
- Any other information explicitly marked as "confidential" or reasonably understood to be confidential.

1.2 Confidential Information does not include information that:

- Was publicly available at the time of disclosure.
- Becomes publicly available without breach of this Agreement.

- Is independently developed by the Receiving Party without reference to the Confidential Information.
 - Is required to be disclosed by law or court order, provided the Receiving Party promptly notifies the Disclosing Party and cooperates to seek appropriate protection.
-

2. Obligations of the Receiving Party

2.1 The Receiving Party agrees to:

- Use Confidential Information solely for the purpose of participating in the RFP process and executing related responsibilities.
- Limit access to Confidential Information to employees, consultants, and subcontractors who need to know the information for the purpose of the project and who are bound by similar confidentiality obligations.
- Take all reasonable precautions to protect the confidentiality of the disclosed information.

2.2 The Receiving Party agrees not to:

- Disclose Confidential Information to any third party without prior written consent from the Disclosing Party.
 - Use Confidential Information for any purpose other than the RFP process and associated responsibilities.
-

3. Return or Destruction of Confidential Information

Upon completion of the RFP process or upon written request from the Disclosing Party, the Receiving Party agrees to:

- Return all physical copies of Confidential Information.
 - Permanently delete or destroy any electronic or digital records containing Confidential Information.
 - Provide a written certification of destruction upon request.
-

4. Term and Termination

This Agreement will remain in effect for:

- A period of five (5) years from the date of disclosure, or
 - Until the Parties agree in writing to terminate the Agreement.
-

5. Remedies

The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential

Information may cause irreparable harm to the Disclosing Party, and agrees that the Disclosing Party is entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

6. Miscellaneous

6.1 Governing Law: This Agreement shall be governed by the laws of Guam.

6.2 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements, whether written or oral.

6.3 Amendments: Any amendments to this Agreement must be made in writing and signed by both Parties.

7. Signatures

Disclosing Party
Department of Public Works,
Government of Guam

By: _____


Name: _____

Title: _____

Date: _____

Receiving Party

TRMA
Name of Company/Organization

By: 

Name: ELMER PRUDENTE JR.

Title: ASSOCIATE

Date: 2/14/25