

I Minu Trental Siete Na Lihelaturan Guahan
BILL STATUS

BILL NO.	SPONSOR	TITLE	DATE INTRODUCED	DATE REFERRED	CMTE REFERRED	FISCAL NOTES	PUBLIC HEARING DATE	DATE COMMITTEE REPORT FILED	NOTES
HB 37 (COR) As amended by the Committee on Infrastructure, Economic Development, Simon Sanchez High School, Disability Services, Self-Determination, and Historic Preservation, Housing, Public Accountability, and the Guam Buildup, and further amended on the floor	Roy A. B. Quinata Jose S. Sae Aguirre Tina Rose Mula Barnes Chris Barrett Sabina Flores Perez Anacelis L. Liberton Duwayne T. E. San Nicolas William A. Parkinson Thomas I. Fisher Frank Bliss, Jr. Joanne Brown Christopher M. Ouelos Jesse A. Lujan Tado T. Taniguchi Therese M. Terlaye	AN ACT TO REPEAL AND REENACT CHAPTER 510 OF TITLE 5, GUAM CODE ANNOTATED, RELATIVE TO THE MA KAHAT ACT OF 2013	4/10/23 2:23 p.m.	4/14/23	Committee on Infrastructure, Economic Development, Simon Sanchez High School, Disability Services, Self-Determination and Historic Preservation, Housing, Public Accountability, and the Guam Buildup	Request: 4/14/23 4/26/23	4/26/23 5:30 p.m.	6/15/23 2:34 p.m. As amended by the Committee on Infrastructure, Economic Development, Simon Sanchez High School, Disability Services, Self-Determination and Historic Preservation, Housing, Public Accountability, and the Guam Buildup	Referred Version 4/13/23
	SESSION DATE 6/27/23	AN ACT TO REPEAL AND REENACT CHAPTER 510 OF TITLE 5, GUAM CODE ANNOTATED, RELATIVE TO THE MA KAHAT ACT OF 2013	6/29/23	6/30/23	7/12/23	37-22	3/8/23	Received: 7/5/23 Messages and Communications Doc No. 37GL-23-0650	

P.L. 37-22

LOURDES A. LEON GUERRERO
GOVERNOR



JOSHUA E. TENORIO
LI. GOVERNOR

UFISINAN I MAGA'HAGAN GUÅHAN
OFFICE OF THE GOVERNOR OF GUAM

Transmitted via email to: speaker@guamlegislature.org

July 5, 2023

HONORABLE THERESE M. TERLAJE, *Speaker*
I Mina'trentai Siette Na Liheslaturan Guåhan
37th Guam Legislature
Guam Congress Building
163 Chalan Santo Papa
Hagåtña, Guam 96910

31GL-23-0650
OFFICE OF THE SPEAKER
THERESE M. TERLAJE

-07-05-2023

Time: 4:38pm
Received: [Signature]

Re: Bill No. 94-37 (COR) - AN ACT TO REPEAL AND REENACT CHAPTER 58D OF TITLE 5, GUAM CODE ANNOTATED, RELATIVE TO THE MA KÅHAT ACT OF 2013

Håfa Adai Madame Speaker,

Enactment of Bill No. 94-37, which amends the *Ma Kåhat* Act of 2013, is a critical step toward finally building the new Simon Sanchez High School. This bill simplifies the procurement process for the new school, authorizing the Guam Department of Education ("GDOE"), in cooperation with the Department of Public Works ("DPW") to utilize the reliable leaseback method our government has utilized to build our island's most recent schools.

In the ten (10) years that have passed since the original *Ma Kåhat* Act was enacted, the law has undergone several amendments intended to shift procurement responsibility between relevant agencies to accomplish specific operational or financing goals. Bill 94-37 takes into account the concerns of all agency stakeholders, and restores responsibility for the procurement of the new school to GDOE, whose efforts will be bolstered by the technical expertise to be provided by DPW. These amendments clarify the respective responsibilities of our agencies, and resolve lingering concerns regarding the applicable procurement structure, which will enable our agencies to move forward expeditiously and minimize confusion that may lead to protests.

The proposed design of the school was previously procured and completed, and Bill No. 94-37 contemplates that the solicitation for the financing, construction and all the related services for the new Simon Sanchez High School will be issued within ninety (90) days of the bill's signing. Based on my discussions with GDOE and DPW, I am confident that we have the capacity to proceed without further delay. I would like to thank Senator Roy Quinata, who is himself a proud graduate of Simon Sanchez High School and whose accomplishments are a testament to the power of public school education, for his leadership on this issue.

RECEIVED
7/6/23 9:05 AM
[Signature]

To: ' Therese M. Terlaje, *Speaker*, 37th Guam Legislature
Fr: Lourdes A. Leon Guerrero, *Governor of Guam*
Date: July 5, 2023
Re: Bill No. 94-37 (COR) nka P.L. 37-22

Page 2 of 2

The wait for the construction of a new Simon Sanchez High School is coming to an end, and our future Sharks can look forward to a new home, in a modern facility that will provide them with the resources they need to prepare them for their bright futures. For this reason, I sign Bill No. 94-37 (COR) into law as ***Public Law 37-22***.

Senseramente,



LOURDES A. LEON GUERRERO

Maga'hågan Guåhan
Governor of Guam

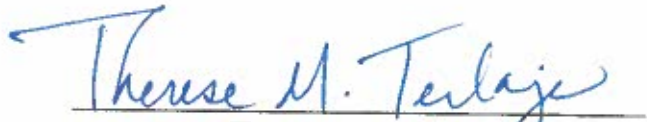
Enclosure: Bill No. 94-37 (COR) nka P.L. 37-22

cc via email: *Honorable Joshua F. Tenorio, Sigundo Maga'låhen Guåhan*, Lt. Governor of Guam
Compiler of Laws

I MINA'TRENTAI SIETTE NA LIHESLATURAN GUÅHAN
2023 (FIRST) Regular Session

CERTIFICATION OF PASSAGE OF AN ACT TO I MAGA'HÅGAN GUÅHAN

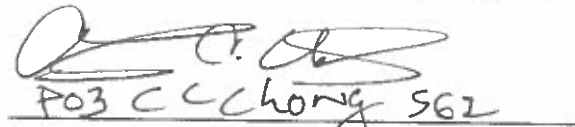
This is to certify that **Bill No. 94-37 (COR), "AN ACT TO REPEAL AND REENACT CHAPTER 58D OF TITLE 5, GUAM CODE ANNOTATED, RELATIVE TO THE MA KÅHAT ACT OF 2013,"** was on the 30th day of June 2023, duly and regularly passed.


Therese M. Terlaje
Speaker


Attested:


Amanda L. Shelton
Legislative Secretary

This Act was received by *I Maga'hågan Guåhan* this 30TH day of June, 2023, at 6:57 o'clock P.M.


P03 C C Chong S62
Assistant Staff Officer
Maga'håga's Office

APPROVED:


Lourdes A. Leon Guerrero
I Maga'hågan Guåhan

Date: 7/5/2023

Public Law No. 37-22

2023-19469
Jessica Dydas

I MINA'TRENTAI SIETTE NA LIHESLATURAN GUÁHAN
2023 (FIRST) Regular Session

Bill No. 94-37 (COR)

As amended by the Committee on Infrastructure,
Economic Development, Simon Sanchez High School,
Disability Services, Self-Determination, and Historic Preservation,
Housing, Public Accountability, and the Guam Buildup; and
further amended on the Floor.

Introduced by:

Roy A.B. Quinata
Joe S. San Agustin
Tina Rose Muña Barnes
Chris Barnett
Sabina Flores Perez
Amanda L. Shelton
Dwayne T.D. San Nicolas
William A. Parkinson
Thomas J. Fisher
Frank Blas, Jr.
Joanne Brown
Christopher M. Dueñas
Jesse A. Lujan
Telo T. Taitague
Therese M. Terlaje

**AN ACT TO *REPEAL* AND *REENACT* CHAPTER 58D OF
TITLE 5, GUAM CODE ANNOTATED, RELATIVE TO
THE *MA KÁHAT* ACT OF 2013.**

BE IT ENACTED BY THE PEOPLE OF GUAM:

Section 1. Chapter 58D of Title 5, Guam Code Annotated, is hereby
repealed and *reenacted* to read:

“CHAPTER 58D

***MA KÁHAT* ACT OF 2013**

§ 58D101. Title.

1 § 58D102. Definitions.

2 § 58D103. Authorization to Enter Into Long-Term Leases.

3 § 58D104. Procurement.

4 § 58D105. Responsibilities of Contractor.

5 § 58D106. Contractual Safeguards.

6 § 58D107. Assignments.

7 § 58D108. Financing.

8 § 58D109. Leaseback Payments Under the Lease Payable from Lawfully
9 Available Monies.

10 § 58D110. Utilities and Routine Maintenance and Repair.

11 § 58D111. Maintenance Fund.

12 § 58D112. Severability.

13 **§ 58D101. Title.**

14 This Act shall be known and shall be cited as the “*Ma Kåhat* Act of 2013.”

15 **§ 58D102. Definitions.**

16 For purposes of this Chapter and unless otherwise specified, the following
17 words and phrases are defined to mean:

18 (a) *Act* shall mean Chapter 58D of Title 5, Guam Code Annotated,
19 known as the “*Ma Kåhat* Act of 2013.”

20 (b) *Contract* shall mean the agreement entered into by and between
21 the Guam Department of Education (GDOE) and the contractor for the
22 following services with regard to the new Simon Sanchez High School: (1)
23 financing; (2) construction; (3) providing and installing fixtures, furniture, and
24 equipment (FF&E services); and (4) insurance and maintenance.

25 (c) *Contractor* shall mean the authorized entity which shall be the
26 signatory on the contract, and shall be fully responsible for carrying out the
27 services required therein.

(d) *New Simon Sanchez High School* (or school) shall mean the replacement high school to be constructed on the school property.

(e) *Lease* shall mean a lease from the GDOE to the Contractor for the school property.

(f) *Leaseback* shall mean a lease from the Contractor to the GDOE of the new Simon Sanchez High School.

(g) *Leaseback period* shall mean the term of the leaseback from the Contractor to the GDOE for the new Simon Sanchez High School.

(h) *School property* shall mean the property on which the existing Simon Sanchez High School is currently located.

(i) *School design* shall mean the architectural and engineering design procured by GDOE in solicitation number RFP 006-2020 pursuant to Public Law 34-101 without a firing range.

§ 58D103. Authorization to Enter Into Long-Term Leases.

(a) The GDOE is authorized to lease the school property to the Contractor for the purpose of facilitating the financing, construction, FF&E services, and maintenance of the new Simon Sanchez High School.

(b) The GDOE is also authorized to lease back from the Contractor the new Simon Sanchez High School for a period mutually agreed upon between the GDOE and the Contractor as may be reasonably necessary to amortize over the leaseback period the costs associated with the financing, construction, and FF&E services for the new Simon Sanchez High School as provided in this Act. In no event shall the end of such leaseback period be later than the date thirty (30) years from the scheduled date of completion of the new Simon Sanchez High School. The leaseback may be structured as an annually renewable lease with a provision for automatic renewal to the extent that pledged revenue under § 58D109 is available. The

leaseback shall not be construed as "public indebtedness," as that term is defined in 48 USC § 1423a, §11 of the Organic Act of Guam, or Guam law.

§ 58D104. Procurement.

(a) Within ninety (90) days of the enactment of this Act, the GDOE, through the Department of Public Works (DPW), shall issue a solicitation in compliance with the Guam Procurement Law, for the following services with regard to the new Simon Sanchez High School: (1) financing; (2) construction; (3) FF&E services; and (4) insurance and maintenance. The services provided shall utilize and incorporate the school design.

(b) The determination of responsible offerors and responsive offers shall be made by an evaluation committee comprised of the Superintendent of the Department of Education, serving as the Chairman, and including the Director of Public Works or Deputy Director and the Building Permits Administrator; the Director of Land Management or Guam Chief Planner; the Administrator of the Guam Economic Development Authority or Deputy Administrator; and the Principal of Simon Sanchez High School or his/her designee.

(c) The Committee shall evaluate offerors and the offers received based on the requirements set forth in the solicitation.

(d) Upon completion of the committee's evaluation, the Superintendent through the Department of Public Works shall issue the award in accordance with the Guam Procurement Law.

§ 58D105. Responsibilities of Contractor.

The Contractor shall be responsible for all costs, expenses, and fees of any kind or nature, associated with civil improvements, on-site and off-site infrastructure, construction, demolition of the existing facility, permits, FF&E services, and financing associated with the completion of the new Simon Sanchez High School, consistent with the school design, as and to the extent provided in the

solicitation. The contractor shall also be responsible for maintenance of and insurance for the new Simon Sanchez High School during the leaseback period, but shall not be responsible for maintenance of the furniture and equipment. The leaseback may provide that if sufficient funds are not appropriated or otherwise available for the payment of amounts due under the lease and any maintenance agreement, the GDOE will have the obligation to vacate the new Simon Sanchez High School, and the contractor shall have the right of use and occupancy of the new Simon Sanchez High School for the remainder of the term of the lease, unless the parties to the contract enter into new mutually satisfactory terms. For this purpose, the lease may provide that its term shall be extended for a period not to exceed the shorter of ten (10) years beyond the original term of the leaseback or such period of time as is necessary to repay in full any financing arranged pursuant to § 58D108.

Furniture and equipment maintenance costs shall be paid by the GDOE on a periodic basis as incurred by the contractor on terms to be agreed to in the contract.

§ 58D106. Contractual Safeguards.

The contract for the new Simon Sanchez High School shall provide for the construction of and FF&E services for the new Simon Sanchez High School in accordance with the Guam Building Code under Chapter 67 of Title 21, Guam Code Annotated, and any other applicable requirements. The contract shall contain contractual obligations typically found in government of Guam construction contracts, including, but not limited to, the following:

- (a) all major subcontracts shall be covered by a performance bond;
- (b) the government of Guam and financing entities, or bondholders, shall be the named obligee under the bond;
- (c) the government of Guam shall have the sole right to call on the bid bond;

(d) requirements to obtain performance and or payment bonds, indemnification, standard insurance specifications, technical building/construction specifications, construction progress schedule, applicable and or necessary maintenance schedules, and compliance with applicable rules, regulations, and Guam law; and

(e) there shall be a specific delivery date with liquidated damages for failure to deliver the new Simon Sanchez High School by the specified date, which may include warranties for liquidated damages.

§ 58D107. Assignments.

To facilitate the purposes of this Act and to provide security for the holders of any financing instruments issued pursuant to this Act, the Contractor may assign, with the consent of GDOE, the contract, the lease, and the leaseback to any underwriter, trustee, or other party as appropriate, to facilitate the issuance of the tax-exempt obligations, other financial instruments or alternative financing for the new Simon Sanchez High School.

§ 58D108. Financing.

To minimize the cost to the government of Guam, financing utilized by the Contractor to fund the construction of and FF&E services for the new Simon Sanchez High School shall be through tax-exempt obligations, or other financial instruments; provided, that such financing is available at an interest rate of no more than eight-and-a-half percent (8.5%). The contractor may use an alternative method of financing, including, but not limited to, a short-term debt, mortgage, loan, federally guaranteed loan, or loan by an instrumentality of the United States of America if such financing will better serve the needs of the people of Guam, subject to approval by *I Liheslaturan Guåhan*. The principal amount of financing authorized under this Section shall not exceed One Hundred Sixty-six Million Three Hundred Sixty-five Thousand Dollars (\$166,365,000).

1 **§ 58D109. Leaseback Payments Under the Lease Payable from**
2 **Lawfully Available Monies.**

3 (a) Payments under the lease and the leaseback may be secured by a pledge
4 or other reservation of revenues payable from any lawfully available monies of the
5 government of Guam, and may be secured by a pledge or other reservation of such
6 monies on an annual basis.

7 (b) Any amounts pledged or reserved as provided in this Section and
8 subsequently appropriated for the purpose of making leaseback payments may
9 thereafter be pledged toward making leaseback payments; provided, however, that
10 any amounts reserved as provided in this Section shall be subject to an annual
11 appropriation by the Guam Legislature for the purpose of funding the activities set
12 forth in § 58D104 of this Chapter, and making leaseback payments.

13 (c) Any such pledge or reservation authorized hereunder shall be valid and
14 binding from the time the pledge or reservation is made and shall be limited to the
15 sum of Sixteen Million Three Hundred Seventy-seven Thousand One Hundred
16 Twenty-five Dollars (\$16,377,125) per year during the pre-development,
17 construction, and leaseback period. The revenues pledged or reserved and thereafter
18 received by the government of Guam or by any trustee, depository or custodian shall
19 be deposited in a separate account and shall be immediately subject to such
20 reservation or the lien of such pledge without any physical delivery thereof or further
21 act, and such reservation or the lien of such pledge shall be valid and binding against
22 all parties having claims of any kind in tort, contract or otherwise against the
23 government of Guam or such trustee, depository or custodian, irrespective of
24 whether the parties have notice thereof. The instrument by which such a pledge or
25 reservation is created need not be recorded.

26 **§ 58D110. Utilities and Routine Maintenance and Repair.**

1 The contractor shall be responsible for the connection of all utilities, including
2 without limitation, power, water, sewer, telephone and cable, and all routine interior
3 and exterior maintenance and repair, and exterior groundskeeping and landscaping,
4 and upkeep of the new Simon Sanchez High School.

5 **§ 58D111. Maintenance Fund.**

6 The contract and the leaseback shall provide that all maintenance of the new
7 Simon Sanchez High School not described in § 58D110 be performed by the
8 Contractor as a separate cost, the terms of which, and the manner for establishing
9 the amount of payment, shall be determined as a part of the contract; provided,
10 however, that the contract may, at the discretion of the GDOE, provide that
11 maintenance with respect to equipment (including collateral equipment), onsite
12 utilities, offsite utilities, access roads and other similar improvements need not be
13 performed by the Contractor.

14 **§ 58D112. Severability.** If any provision of this Act or its application to any
15 person or circumstance is found to be invalid or inorganic, such invalidity shall not
16 affect other provisions or applications of this Act that can be given effect without
17 the invalid provision or application, and to this end the provisions of this Act are
18 severable.”



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

27 JUL 2023

K. Erik Swanson, Ph.D.
Superintendent
Guam Department of Education
501 Mariner Avenue, Tiyan,
Barrigada GU 96913

COPY

Department of Education	
Office of the Superintendent	
Date: 7/28/23	Time: 11:54 am
Rec'd By: M. Rose	Signature: [Signature]
Print Name	Signature

Hafa Adai Superintendent Swanson,

Welcome to Guam! I am writing to you regarding the provisions in P.L. 94-37 that essentially outlines the process for the financing and construction of the new Simon Sanchez High School in Yigo. In short, the Guam Department of Education (GDOE) through the Department of Public Works (DPW), shall issue a public solicitation in compliance with the Guam Procurement Law within ninety days from the enactment of the public law. This solicitation shall cover financing, construction, FF&E services, and insurance and maintenance for the new school.

While I understand that the design for this school has been completed and submitted to GDOE, in my capacity as the Director of DPW, I remain extremely hesitant moving forward with any form of procurement solicitation until such time as the services of a qualified construction management firm (CM) are contracted for the entire project. As far back as perhaps two years ago when I was initially included in the planning meetings while the design was being prepared, I recall strongly suggesting and requesting that a CM be brought on board to assist the government with plan reviews, assessments, compliance issues, cost control, design features and efficiencies, construction, and all other pertinent issues affecting this project. Additionally, separate meetings by my staff and other government officials were held with either the former GDOE Superintendent or GDOE CIP Section strongly advising on the need for the CM. It was indicated at one of these meetings by the

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Once again, I stress my request that a CM be brought on board to act as the government's agent in this important, vital, and costly project. The DPW is prepared to finalize its scope of construction management services for the new SSHS and proceed with the issuance of a Request for Proposals for these services once GDOE provides the necessary funding for it. Until such time that a qualified CM is on board, we will hold off on any form of solicitation for this project.

I await your response.

VPA

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You may contact me at 671-646-3131 should you have any questions. I look forward to hearing from you.

Respectfully,

*I believe it is ^{both} ~~the~~ most
prudent & responsible to*

Vincent P. Arriola,

Director,



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

Langer font

K. Erik Swanson, Ph.D.
Superintendent
Guam Department of Education
501 Mariner Avenue, Tiyan,
Barrigada GU 96913

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Respectfully,

Vincent P. Arriola *X*

Director *X*

cc: Gov

LT

COS

Sen. Roy Quinata

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Vincent P. Arriola

Director

*Cc: Gov. Lourdes A. Leon Guerrero
Lt. Gov. Joshua F. Tenorio
Chief of Staff, Jon Calvo
Sen. Roy Quintana*

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Respectfully,

A handwritten signature in blue ink, appearing to read 'V. Arriola', with a stylized flourish at the end.

Vincent P. Arriola

Director

*Cc: Gov. Lourdes A. Leon Guerrero
Lt. Gov. Joshua F. Tenorio
Chief of Staff, Jon Calvo
Sen. Roy Quinata*



Vince Arriola <vince.arriola@dpw.guam.gov>

GDOE Response to Letter dated July 27, 2023

MaeRose A. Nauta <manauta@gdoe.net>

Tue, Aug 1, 2023 at 4:44 PM

To: "vince.arriola@dpw.guam.gov" <vince.arriola@dpw.guam.gov>

Cc: Governor Leon Guerrero <governor@guam.gov>, Joshua F Tenorio <joshua.tenorio@guam.gov>, officeofsenatorquinata@guamlegislature.org, "Dr. Kenneth E. Swanson (Superintendent)" <keswanson@gdoe.net>, "Tia Lynn S. Salas" <tlsalas@gdoe.net>

Hafa adai,

Please see the attached response in reference to the letter dated July 27, 2023.

Respectfully,

MaeRose Nauta

Administrative Officer, Office of the Superintendent

Department of Education

Guam Department of Education



GDOE Response to Letter dated July 27, 2023.pdf

167K

8/2/23, 8:22 AM

Government of Guam Mail - GDOE Response to Letter dated July 27, 2023



Vince Arriola <vince.arriola@dpw.guam.gov>

GDOE Response to Letter dated July 27, 2023

MaeRose A. Nauta <manauta@gdoe.net>

Tue, Aug 1, 2023 at 4:44 PM

To: "vince.arriola@dpw.guam.gov" <vince.arriola@dpw.guam.gov>

Cc: Governor Leon Guerrero <governor@guam.gov>, Joshua F Tenorio <joshua.tenorio@guam.gov>, officeofsenatorquinata@guamlegislature.org, "Dr. Kenneth E. Swanson (Superintendent)" <keswanson@gdoe.net>, "Tia Lynn S. Salas" <tlsalas@gdoe.net>

Hafa adai,

Please see the attached response in reference to the letter dated July 27, 2023.

Respectfully,

MaeRose Nauta

Administrative Officer, Office of the Superintendent

Department of Education

Guam Department of Education



GDOE Response to Letter dated July 27, 2023.pdf

167K

211-1561



DEPARTMENT OF EDUCATION OFFICE OF THE SUPERINTENDENT

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501 Mariner Avenue
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Telephone: (671)300-1547 1536 • Fax: (671)472-5003
Email: keswanson@gdoe.net



K. Erik Swanson, Ph.D.
Superintendent of Education

August 1, 2023

Vincent P. Arriola
Director
Department of Public Works
542 North Marine Corps Drive
Tamuning, Guam 96913

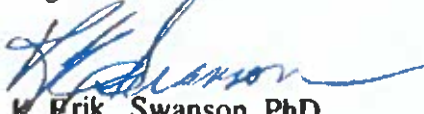
Hafa Adai Director Arriola,

Thank you for your warm welcome to Guam! I am writing in response to your letter of 27 July 2023 regarding securing a qualified construction management firm (CM) in conjunction with P.L. 94.37 regarding the financing and construction of the new Simon Sanchez High School in Yigo. We concur that a project of this scale needs to be carefully managed to receive maximum value and return on investment.

We will set aside funding from ARP dollars available with the understanding that the initial estimate you presented at \$2M is a cap in the context of our funding resources. We also must be cognizant of the follow-on costs after year one in the course of construction and locate funding to continue the CM process until we take possession of the new school and all post construction corrections and punch list items are complete and accepted by GDOE.

Please proceed with finalizing the scope of service for the CM for the SSHS project and issue the Request for Proposals.

Regards,


K. Erik Swanson, PhD
Superintendent of Education

Cc: Gov. Lourdes A. Leon Guerrero
Lt. Gov Joshua F. Tenorio
Chief of Staff, Jon Calvo
Sen. Roy Quinata

Under Parker
- Let's move on this
- Clarify his 2.0 in figure
LD

04 AUG 2023

Copy to
- Sabino Flores

04 AUG 2023



DEPARTMENT OF EDUCATION OFFICE OF THE SUPERINTENDENT

www.gdoe.net
501 Mariner Avenue
Barrigada, Guam 96913
Telephone: (671)300-1547 / 1536 • Fax: (671)472-5003
Email: keswanson@gdoe.net



K. Erik Swanson, Ph.D.
Superintendent of Education

August 1, 2023

Vincent P. Arriola
Director
Department of Public Works
542 North Marine Corps Drive
Tamuning, Guam 96913


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Donna Herrero <donna.herrero@dpw.guam.gov>

SSHS**Randy Romero** <randy.romero@dpw.guam.gov>

Tue, Aug 8, 2023 at 2:27 PM

To: Vince Arriola <vince.arriola@dpw.guam.gov>

Cc: Linda Ibanez <linda.ibanez@dpw.guam.gov>, Donna Herrero <donna.herrero@dpw.guam.gov>, Sabino Flores <sabino.flores@guam.gov>

Director Arriola,
attached is the draft letter to Superintendent Swanson seeking clarification of the \$2M funding commitment from his August 1 response letter. Sabino reviewed the draft letter and concurred with its content.

Thank you,
[Quoted text hidden]

--

Randy Romero

Building Inspections and Permits Administrator

Guam Department of Public Works

Phone: 671-646-3141

CONFIDENTIALITY NOTICE: This email and any files transmitted with it may be legally privileged and confidential and are intended solely for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any review, dissemination or copying of this email, or taking any action in reliance on the contents of this information is strictly prohibited. If you received this transmission in error, please notify us immediately by e-mail or telephone to arrange for the return of this email and any files to us or to verify it has been deleted from your system.

**Letter to GDOE CM Services clarification.docx**

115K

PURPOSE

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

CONSTRUCTION MANAGEMENT SCOPE OF SERVICES

Serves as the construction manager for DPW to manage the design review and construction of the new Simon Sanchez High School. Any person, corporation, partnership or association providing services under the heading of 'Construction Management' shall be required to have the following services performed by engineers, architects, or land surveyors duly registered in Guam. Such services shall fall under the broad definition of engineering, architecture, and land surveying and shall include but not be limited to:

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

Construction Phase Services:

Construction Management services shall monitor the work of the Contractor and coordinate the work with the activities and responsibilities of the DPW and GDOE's A&E Design Firm to complete the Project in accordance with the objectives of cost, time, quality and safety. The consultant activities are as follows but not limited to;

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4. Provide Construction Administration services during construction. Review design documents for completeness and proper coordination of disciplines.
5. Final review and approval of all construction as it relates to the intent of the Architectural Contract documents.
6. Development of a CM Quality Assurance Plan.
7. Document site conditions prior to construction.

8. Control of project cost and schedules.
9. Review approved submittals prior to fabrication or installation of materials and equipment.
10. Observe, monitor, and document daily field work activities.
11. Review and monitor Contractor's Quality Control Plan and its implementation.
12. Prepare reports and other record keeping.
13. Provide non-conforming and deficient work resolution process.
14. Perform Value engineering as needed upon inspection of project systems and materials with the aim of producing the greatest value for the least cost.
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17. Continual value analysis of the design and identification of opportunities to meet or reduce construction costs and/or improve facility performance.
18. Review the development of a detailed construction schedule for the project, include review of long lead items and owner supplied equipment and materials.
19. Constructability reviews to test whether the design selected will be the most practical from the construction point of view.
20. Engage key stakeholders during construction of milestone and critical risks to project objectives.
21. Prepare for and assist DPW for the Preconstruction Conference.
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29. Document and track Change Requests, review changes of scope, estimated costs (additive and/or deductive), provide recommendations as appropriate. Assist DPW with Contractor requests for equitable adjustment and claims. Provide documentation of all relevant issues, detailed analyses, review and evaluation of requests/claims.
30. Conduct progress payments, funding requests and payment recommendations.
31. Perform QA testing for earthworks, concrete, and survey controls.
32. Monitor Contractor Quality Control testing.
33. Monitor and track Acceptance Testing, witness testing, and provide test report documentation.
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 - b) Punch lists
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38. Prepare a final report narrative of significant design and construction events and issues for the project. The Final Report shall include the Record Drawings, warranty information, operation and maintenance information, and other pertinent project data.
39. Implement & Maintain Project Controls Records & Document Management and Communication.
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41. General and Permit Compliance Monitoring.
42. Manage Processing and Implementation of Design Changes.
43. Oversee CM staff Safety Program and Monitor Contractor Safety Program, Project closeout, Punch List Development, Record Drawings, Final Report.
44. Coordinate Training and Construction Warranty Period Responses.
45. Perform all other related work as required by DPW.
46. Perform as Commissioning Agent during construction and close out phases.
47. Management of the Project punch list process and documentation of the construction punch list in coordination with the A&E, its consultants and the DPW.

Building Information Modeling (BIM) Project Execution Planning:

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

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

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

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

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

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

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

PROPOSAL PACKAGE REQUIREMENTS

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

TECHNICAL PROPOSAL SUBMITTAL

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

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

- a. The name of the offeror, the location of the offeror's principal place of business of the proposed contract;
- b. Copies of the offeror's current Certificate of Registration or Certificate of Authorization issued by the Guam Professional Engineers, Architects and Land Surveyors (PEALS) Board for Construction Management in accordance with 22 GCA, CH 32 and to be in compliance with P.L. 33-28 and the PEALS Board Rules and Regulations.
- c. The abilities, qualifications, experience and the role of all key person(s) that would be assigned to perform the services contained in this RFP;
- d. Primary point of contact: Identify the overall project coordinator or manager who will serve as the single point of contact and liaison between the DPW and the offeror for all work under the contract. The manager candidate may be subject to the approval of DPW.
- e. Provide his/her resume and describe his/her qualifications
- f. Explain why this person has been selected as the overall project coordinator/manager.
- g. Key personnel: Provide the name(s), education, qualifications, experience, and the role of each key personnel assigned to perform the services under this RFP. Present an organizational chart identifying the relationships and duties of both the corporate staff and all proposed management and staff to be assigned to assist with the services under this RFP. At a minimum, if the offeror is an individual, the proposal should include a complete resume of the individual. If the offeror is a firm, the proposal should include a resume of all the individuals who will be working on any aspect of the project.
- h. Client list and work: Include a listing of current and former clients and a description of the type of work performed or is being performed.
- i. The Firm's construction management experience and techniques used to control costs and schedules.

- j. A list of other projects under which services similar in scope, size, or discipline to the required services were performed as specified in this RFP;
- k. A plan giving as much detail as is practical on how the services will be performed.
- l. List current construction management projects including type of project, location, size, and anticipated completion date;
- m. Based on your professional organization, fully describe how you can manage the project proposed in this RFP.

INSTRUCTIONS FOR SUBMITTING A TECHNICAL PROPOSAL (Proposal Format)

The ~~individual or~~ firm shall describe its approach and plans for accomplishing the work outlined in the Scope of Services. The Technical Proposal must consist of the following:

I. Cover Letter

The responding ~~individual or~~ firm must provide a cover letter which indicates the full name and address of the ~~individual or~~ firm that will perform the services described in this RFP. Must indicate the name and contact information for the individual who will be the senior contact person who will be responding to this engagement. Must also indicate whether operating as an individual proprietorship, partnership, corporation, or a joint venture. The cover letter should also indicate the state of incorporation and list all licenses obtained enabling it to operate. The cover letter must also include identification of any and all sub consultants.

II. References:

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

III. Description of ~~individual or~~ firm Prior Experience:

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

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

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

Management Overview and Approach

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

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

Mere reiterations of the tasks and subtasks set forth in the Scope of Services are strongly discouraged, as they do not provide insight into the firm's ability to complete the engagement. The firm's response to this section should be designed to convince DPW that the firm's detailed plans and proposed approach to complete the Scope of Services are realistic, attainable, and appropriate and that the firm's proposal will lead to successful completion of the engagement to provide the services requested pursuant to this RFP.

Organization Chart

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

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

Key Team Member List

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

Resumes of Key Team Members

A resume of each Key Team Member must be included.

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

COST PROPOSAL SUBMITTAL

The Cost Proposal in the form of a Fee Proposal will be requested from the Best Qualified Offeror prior to Negotiations.

EVALUATION FACTORS

The following factors and their relative importance will be used in evaluating the Proposals:

10 Points Maximum

- a. **Proposal Plan.** A plan giving as much detail as is practical on how the services will be performed.

20 Points Maximum

- b. **Capacity of Offeror.** The offeror's ability to perform the required services with its resources and current workload.

30 Points Maximum

- c. **Personnel Experience and Qualifications.** Specialized experience and qualifications of personnel to perform the required services.

30 Points Maximum

- d. **Offeror's Experience on Similar Projects.** The offeror's specialized and extensive experience on projects similar in scope and nature in managing a project of this magnitude and is familiar with the tropical environment and unique logistical challenges.

10 Points Maximum

- e. **Performance Record.** Successful performance on projects that is similar in nature and scope.

100 Points (Total Maximum)

DISCUSSIONS

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

SELECTION OF BEST QUALIFIED OFFEROR AND PROPOSAL

The Evaluation Committee shall consist of no less than three (3) evaluators and no more than five (5).

After receipt of all proposals, the established Evaluation Committee will conduct an independent evaluation of all proposals received under this solicitation. Each proposal shall be evaluated according to the criteria stipulated in **EVALUATION FACTORS** and shall be ranked accordingly. The Ranking of the proposals will be based on the total of the number of points awarded to the proposals by each evaluation committee member. Offerors may be interviewed by the Evaluation Committee to clarify certain items from the submitted proposal.

After the conclusion of evaluation of proposals and rankings of Offerors, DPW will select the Offeror for the proposed project deemed to be best qualified to provide the required services listed in **CONSTRUCTION MANAGEMENT SERVICES DESCRIPTION**. DPW will negotiate a contract with the best qualified Offeror for the required services for the project and compensation to be determined in writing to be fair and reasonable.

DPW reserves the right to waive any minor informality or irregularity in proposals received.

PURPOSE

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- e. Provide his/her resume and describe his/her qualifications
- f. Explain why this person has been selected as the overall project coordinator/manager.
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- i. The Firm's construction management experience and techniques used to control costs and schedules.

- j. A list of other projects under which services similar in scope, size, or discipline to the required services were performed as specified in this RFP;
- k. A plan giving as much detail as is practical on how the services will be performed.
- l. List current construction management projects including type of project, location, size, and anticipated completion date;
- m. Based on your professional organization, fully describe how you can manage the project proposed in this RFP.

INSTRUCTIONS FOR SUBMITTING A TECHNICAL PROPOSAL (Proposal Format)

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

I. Cover Letter

The responding firm must provide a cover letter which indicates the full name and address of the firm that will perform the services described in this RFP. Must indicate the name and contact information for the individual who will be the senior contact person who will be responding to this engagement. Must also indicate whether operating as an individual proprietorship, partnership, corporation, or a joint venture. The cover letter should also indicate the state of incorporation and list all licenses obtained enabling it to operate. The cover letter must also include identification of any and all sub consultants.

II. References:

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

III. Description of firm Prior Experience:

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

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

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

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

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

Mere reiterations of the tasks and subtasks set forth in the Scope of Services are strongly discouraged, as they do not provide insight into the firm's ability to complete the engagement. The firm's response to this section should be designed to convince DPW that the firm's detailed plans and proposed approach to complete the Scope of Services are realistic, attainable, and appropriate and that the firm's proposal will lead to successful completion of the engagement to provide the services requested pursuant to this RFP.

Organization Chart

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

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

Key Team Member List

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

Resumes of Key Team Members

A resume of each Key Team Member must be included.

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

COST PROPOSAL SUBMITTAL

The Cost Proposal in the form of a Fee Proposal will be requested from the Best Qualified Offeror prior to Negotiations.

EVALUATION FACTORS

The following factors and their relative importance will be used in evaluating the Proposals:

10 Points Maximum

- a. **Proposal Plan.** A plan giving as much detail as is practical on how the services will be performed.

20 Points Maximum

- b. **Capacity of Offeror.** The offeror's ability to perform the required services with its resources and current workload.

30 Points Maximum

- c. **Personnel Experience and Qualifications.** Specialized experience and qualifications of personnel to perform the required services.

30 Points Maximum

- d. **Offeror's Experience on Similar Projects.** The offeror's specialized and extensive experience on projects similar in scope and nature in managing a project of this magnitude and is familiar with the tropical environment and unique logistical challenges.

10 Points Maximum

- e. **Performance Record.** Successful performance on projects that is similar in nature and scope.

100 Points (Total Maximum)

DISCUSSIONS

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

SELECTION OF BEST QUALIFIED OFFEROR AND PROPOSAL

The Evaluation Committee shall consist of no less than three (3) evaluators and no more than five (5).

After receipt of all proposals, the established Evaluation Committee will conduct an independent evaluation of all proposals received under this solicitation. Each proposal shall be evaluated according to the criteria stipulated in **EVALUATION FACTORS** and shall be ranked accordingly. The Ranking of the proposals will be based on the total of the number of points awarded to the proposals by each evaluation committee member. Offerors may be interviewed by the Evaluation Committee to clarify certain items from the submitted proposal.

After the conclusion of evaluation of proposals and rankings of Offerors, DPW will select the Offeror for the proposed project deemed to be best qualified to provide the required services listed in **CONSTRUCTION MANAGEMENT SERVICES DESCRIPTION**. DPW will negotiate a contract with the best qualified Offeror for the required services for the project and compensation to be determined in writing to be fair and reasonable.

DPW reserves the right to waive any minor informality or irregularity in proposals received.



Vince Arriola <vince.arriola@dpw.guam.gov>

Construction Management RFP for SSHS**Randy Romero** <randy.romero@dpw.guam.gov>

Mon, Sep 25, 2023 at 11:16 AM

To: "John F. Calanayan" <john.calanayan@dpw.guam.gov>, "Reynaldo T. Junio" <reynaldo.junio.dpw@guam.gov>

Cc: Vince Arriola <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>

Good morning John and Rey,
as per our discussion this morning, please review the attached CM RFP and prepare for processing. Also please prepare the following;

1. Determination of Need, End User Memorandum, End User Processing Form
2. AG Legal Counsel review
3. Advertisement (Draft)
4. Requisition

The RFP timelines will be determined once approved by AG. I am estimating at least 25 to 30 days for the RFP process. The account number will be provided as soon as I receive it. Under Section XI (Page 13); please insert a valid or working website for posting and availability.

Please let me know if you have any recommendations.

Thank you,

Randy Romero

Building Inspections and Permits Administrator

Guam Department of Public Works

Phone: 671-646-3141

*Randy
any comments +
edit H*

CONFIDENTIALITY NOTICE: This email and any files transmitted with it may be legally privileged and confidential and are intended solely for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any review, dissemination or copying of this email, or taking any action in reliance on the contents of this information is strictly prohibited. If you received this transmission in error, please notify us immediately by e-mail or telephone to arrange for the return of this email and any files to us or to verify it has been deleted from your system.

 **RFP 260-5-1016L-YLG CM for SSHS Final Draft.docx**
155K

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

PROJECT No.: 260-5-1016L-YLG

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

And

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

PREPARED BY:



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

~~**RFP FOR**~~

Project Name: RFP for Professional Construction Management Services
for the Construction of Simon Sanchez High School.
Project No.: 260-5-1016L-YLG

**PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES FOR THE
CONSTRUCTION OF SIMON SANCHEZ HIGH SCHOOL
PROJECT NO. 260-5-1016L-YLG**

**LOURDES A. LEON GUERRERO
GOVERNOR OF GUAM**

no caps

And

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

PREPARED BY:

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

2023

RECOMMEND APPROVAL:

APPROVED BY:

Department of Public works

Date: _____

VINCENT P. ARRIOLA
Director
Department of Public works

Date: _____

RFP TIMELINES

PROJECT NO.:260-5-1016L-YLG

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

September 28, 2023

AVAILABILITY OF RFP DOCUMENTS:

October 4, 2023 @ 10:00 A.M.

MANDATORY PRE-PROPOSAL CONFERENCE

October 9, 2023

**LAST DAY TO SUBMIT WRITTEN QUESTIONS
AND/OR CLARIFICATIONS**

October 13, 2023

RFP SUBMITTAL DUE DATE

TIME:

ON OR BEFORE 4:00 P.M.

PLACE:

DPW, TMC BLDG. CIP-CONTRACT SECTION

Title

**REQUEST FOR PROPOSALS FOR
PROFESSIONAL CONSULTING SERVICES FOR CONDITION
ASSESSMENT UPDATE and IMPROVEMENT DESIGNS OF THE HAGATNA POOL**

PROJECT NO. 260-5-1016L-YLG

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DRAFT

I. PROJECT OVERVIEW

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

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

II. TERM AND TIME OF PERFORMANCE

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

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

III. CONSTRUCTION MANAGEMENT GENERAL SCOPE OF SERVICES AND RESPONSIBILITIES:

Serves as the construction manager for DPW to manage the design review and construction of the new Simon Sanchez High School. Any person, corporation, partnership or association providing services under the heading of 'Construction Management' shall be required to have the following services performed by engineers, architects, or land surveyors duly registered in Guam. Such services shall fall under the broad definition of engineering, architecture, and land surveying and shall include but not be limited to the following:

- Design and constructability review.
- Professional construction inspection or observation.

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

IV. CONSTRUCTION MANAGEMENT SCOPE OF SERVICES:

Construction Management services shall monitor the work of the Contractor and coordinate the work with the activities and responsibilities of the DPW and GDOE's A&E Design Firm to complete the Project in accordance with the objectives of cost, time, quality and safety. The activities (not in particular order) are as follows but not limited to;

1. Assist in the Procurement of bids for construction
2. Provide technical and constructability reviews of the design.
3. Conduct professional construction inspection and observation.
4. Provide Construction Administration services during construction. Review design documents for completeness and proper coordination of disciplines.
5. Final review and approval of all construction as it relates to the intent of the Architectural Contract documents.
6. Development of a CM Quality Assurance Plan.
7. Document site conditions prior to construction.
8. Control of project cost and schedules.
9. Review approved submittals prior to fabrication or installation of materials and equipment.
10. Observe, monitor, and document daily field work activities.
11. Review and monitor Contractor's Quality Control Plan and its implementation.
12. Prepare reports and other record keeping.
13. Provide non-conforming and deficient work resolution process.
14. Perform Value engineering as needed upon inspection of project systems and materials with the aim of producing the greatest value for the least cost.
15. Review design documents for constructability, completeness, accuracy, and proper coordination of disciplines.
16. Continual review of design documents to confirm conformance to the approved project budget.
17. Continual value analysis of the design and identification of opportunities to meet or reduce construction costs and/or improve facility performance.
18. Review the development of a detailed construction schedule for the project, include review of long lead items and owner supplied equipment and materials.
19. Constructability reviews to test whether the design selected will be the most practical from the construction point of view.
20. Engage key stakeholders during construction of milestone and critical risks to project objectives.
21. Prepare for and assist DPW for the Preconstruction Conference.
22. Perform Preconstruction Administrative Activities.
23. Assist in the Coordination of regulatory and building department inspections.

24. Record progress of project. Prepare daily construction reports. Prepare a progress photo log.
25. Review, process and maintain logs for material and QA testing.
26. Review, process and coordinate RFI's, submittals, shop drawings and maintain logs.
27. Schedule monitoring and updates, work with contractor on developing schedule recovery plans.
28. Coordinate construction activities in connection with shutdowns, tie-ins, shared facilities, including storage areas, staging areas, contractor areas, contractor access, haul roads, crane and equipment locations and material delivery sequencing.
29. Document and track Change Requests, review changes of scope, estimated costs (additive and/or deductive), provide recommendations as appropriate. Assist DPW with Contractor requests for equitable adjustment and claims. Provide documentation of all relevant issues, detailed analyses, review and evaluation of requests/claims.
30. Conduct progress payments, funding requests and payment recommendations.
31. Perform QA testing for earthworks, concrete, and survey controls.
32. Monitor Contractor Quality Control testing.
33. Monitor and track Acceptance Testing, witness testing, and provide test report documentation.
34. Inspection, full-time
 - a) Site fire protective means; environmental protection plan; storm water protection plan; coordinate traffic and security operations at the site.
 - b) Punch lists
 - c) Record drawing updates and ensure updates are being maintained by Contractor.
35. Prepare Substantial Completion Report and Certificate. Final payment recommendation.
36. Document O&M Manuals, record drawings, training and training materials, warranties, and certifications.
37. Coordinate project closeout, record drawings, and document turnover.
38. Prepare a final report narrative of significant design and construction events and issues for the project. The Final Report shall include the Record Drawings, warranty information, operation and maintenance information, and other pertinent project data.
39. Implement & Maintain Project Controls Records & Document Management and Communication.
40. Review Payroll Reports and Monitor Compliance with Labor Laws.
41. General and Permit Compliance Monitoring.
42. Manage Processing and Implementation of Design Changes.
43. Oversee CM staff Safety Program and Monitor Contractor Safety Program, Project closeout, Punch List Development, Record Drawings, Final Report.
44. Coordinate Training and Construction Warranty Period Responses.
45. Perform all other related work as required by DPW.

46. Perform as Commissioning Agent during construction and close out phases.
47. Management of the Project punch list process and documentation of the construction punch list in coordination with the A&E, its consultants and the DPW.

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

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

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

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

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

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

The BIM is expected to end with a clear design direction that includes a design presented in 3D model showing the building shells and associated functional components to enable use and coordination by the CM Firm. Mechanical, Electrical and Plumbing (MEP) design shall also be incorporated to indicate how the building systems integrate with the architectural design. The deliverables shall include finalized floor plans with all program spaces defined and appropriately sized and located. Detailed circulation plans for students, patrons, staff, security, and emergency vehicles shall be defined during this phase. Finishes and general furnishings shall also be defined for further refinement in the design development phase. GDOE's A&E Design Firm shall coordinate with the CM Firm to develop a preliminary cost model based on the schematic design for pre-construction reviews.

VI. PERSON RESPONSIBLE FOR DRAFTING SPECIFICATIONS

- Randy Romero, DPW Building Inspections and Permits Administrator

VII. COMMUNICATION REGARDING THE RFP

Any correspondence or communication by a potential offeror must be made in writing via email addressed to John F. Calanayan, Engineer Supervisor at john.calanayan@dpw.guam.gov or by hand delivery at the Division of Capital Improvement Projects Contracts Administration Section Department of Public Works. All written communications must reference RFP 260-5-1016L-YLG in the subject or reference line.

VIII. PROPOSAL PACKAGE REQUIREMENTS

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

IX. TECHNICAL PROPOSAL SUBMITTAL

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

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

- a. The name of the offeror, the location of the offeror's principal place of business of the proposed contract;
- b. Copies of the offeror's current Certificate of Registration or Certificate of Authorization issued by the Guam Professional Engineers, Architects and Land Surveyors (PEALS) Board for Construction Management in accordance with 22 GCA, CH 32 and to be in compliance with P.L. 33-28 and the PEALS Board Rules and Regulations.
- c. The abilities, qualifications, experience and the role of all key person(s) that would be assigned to perform the services contained in this RFP;
- d. Primary point of contact: Identify the overall project coordinator or manager who will serve as the single point of contact and liaison between the DPW and the offeror for all work under the contract. The manager candidate may be subject to the approval of DPW.
- e. Provide his/her resume and describe his/her qualifications
- f. Explain why this person has been selected as the overall project coordinator/manager.

- g. Key personnel: Provide the name(s), education, qualifications, experience, and the role of each key personnel assigned to perform the services under this RFP. Present an organizational chart identifying the relationships and duties of both the corporate staff and all proposed management and staff to be assigned to assist with the services under this RFP. At a minimum, if the offeror is an individual, the proposal should include a complete resume of the individual. If the offeror is a firm, the proposal should include a resume of all the individuals who will be working on any aspect of the project.
- h. Client list and work: Include a listing of current and former clients and a description of the type of work performed or is being performed.
- i. The Firm's construction management experience and techniques used to control costs and schedules.
- j. A list of other projects under which services similar in scope, size, or discipline to the required services were performed as specified in this RFP;
- k. A plan giving as much detail as is practical on how the services will be performed.
- l. List current construction management projects including type of project, location, size, and anticipated completion date;
- m. Based on your professional organization, fully describe how you can manage the project proposed in this RFP.

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

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

1. Cover Letter:

The responding firm must provide a cover letter which indicates the full name and address of the firm that will perform the services described in this RFP. Must indicate the name and contact information for the individual who will be the senior contact person who will be responding to this engagement. Must also indicate whether operating as an individual proprietorship, partnership, corporation, or a joint venture. The cover letter should also indicate the state of incorporation and list all licenses obtained enabling it to operate. The cover letter must also include identification of any and all sub consultants.

2. References:

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

3. Description of Firm Prior Experience:

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

project.

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

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

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

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Mere reiterations of the tasks and subtasks set forth in the Scope of Services are strongly discouraged, as they do not provide insight into the firm's ability to complete the engagement. The firm's response to this section should be designed to convince DPW that the firm's detailed plans and proposed approach to complete the Scope of Services are realistic, attainable, and appropriate and that the firm's proposal will lead to successful completion of the engagement to provide the services requested pursuant to this RFP.

C. Organization Chart:

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

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

D. Key Team Member List

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

E. Resumes of Key Team Members

A resume of each Key Team Member must be included.

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

XI. AVAILABILITY:

This Request for Proposals ("RFP") is available for download from DPW's website at www.dpw.guam.gov. A copy of the RFP may be picked-up at the DPW's office located at TMC Building, CIP- Section at 542 North Marine Corps Drive, Upper Tumon, Guam 96913, Monday through Friday, excluding holidays, between 8:00 a.m. and 5:00 p.m. Upon obtaining this RFP, prospective Offerors must sign in in the Offeror Register in order to receive any addenda or other notices related to this RFP (5GCA 5220 (b)). Failure by prospective Offerors to sign and register may result in the prospective Offeror not receiving notices or addenda's from DPW regarding this RFP.

XII. AMMENDMENTS:

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

XIII. PRE-PROPOSAL CONFERENCE:

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

XIV. PRE-PROPOSAL QUESTIONS:

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

XV. EXPLANATION TO OFFERORS.

No oral explanation in regard to the meaning of any part of this RFP will be made, and no oral instructions will be given, before the award of the contract. Discrepancies, omissions, or doubts as to the meaning of the specification should be communicated in writing to the named contact individual of the requesting agency/department for interpretation. Questions about any part of this RFP should be communicated in writing to the Department of Public

Works for interpretation. Offerors should act promptly and allow sufficient time for a written reply to reach them before the submission of their proposal. Interpretation, if required, shall be made in the form of an amendment to the RFP which will be forwarded to all Offerors and its receipt by the proposer must be acknowledged.

XVI. DPW's ANSWERS:

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

XVII. WITHDRAWAL OF PROPOSALS.

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

XVIII. NO LATE PROPOSALS:

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

XIX. PROHIBITION AGAINST EMPLOYMENT OF SEX OFFENDERS

Pursuant to 5 G.C.A. § 5253,

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

that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.

XX. EQUAL OPPORTUNITY

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

XXI. RECEIPT/OPENING OF PROPOSALS:

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

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

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

XXIII. DETERMINATION OF RESPONSIBILITY:

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

XXIV. COMPLETENESS OF PROPOSALS

Selection and award will be based on the information contained in the Offeror's proposal. Proposals may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested by DPW. Information or materials presented by Offerors outside the formal response or subsequent discussion/negotiation will

not be considered, will have no bearing on any award, and may result in the Offeror being disqualified from further consideration.

XXV. FAILURE TO COMPLY WITH INSTRUCTIONS:

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

XXVI. DPW RIGHTS RESERVED:

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

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

XXVII. NON-DISCLOSURE OF DATA

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

XXVIII. REJECTION OF PROPOSAL OFFER.

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

XXIX. CANCELLATION OF RFP SOLICITATION:

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

XXX.

DEBARMENT:

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

XXXI.

INDEMNIFICATION:

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

XXXII.

RFP LEGAL REQUIREMENTS:

1. **Affidavit Disclosing Ownership and Commissions per 5 G.C.A. § 5233 (reference: RFP ATTACHMENT 1).** As a condition of this RFP, any partnership, sole proprietorship, joint venture, association or corporation doing business with the government of Guam shall submit an affidavit executed under oath that lists the name and address of any persons, companies, partners, or joint ventures who have held more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship joint venture, association or corporation at any time during the 365 days immediately preceding the submission date of a proposal. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship joint venture, association or corporation which have been held by each such person during the 365-day period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to this RFP for the Offeror and shall also contain the amounts of any such commission, gratuity or other compensation. The affidavit shall be open and available to the public for inspection and copying. See **RFP Legal Form: Affidavit re Disclosing Ownership (Major Shareholders) & Commissions; AG Procurement Form 002**
2. **Affidavit re Non-Collusion per 2 GAR Division 4 § 3126(b) (reference: ATTACHMENT 2).** By submitting an offer, the Offeror certifies that the price submitted was independently arrived at without collusion. See **RFP Legal Form: Affidavit re Non-Collusion; AG Procurement Form 003.**
3. **Affidavit Re No Gratuities or Kickbacks per 2 GAR Division 4 § 11107(e) (reference: ATTACHMENT 3).** The bidder, Offeror, or contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §11206 (Gratuities and Kickbacks) of the Guam Procurement Regulations. **Gratuities.** It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract; or to any solicitation or

proposal therefor. **Kickbacks.** It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. See RFP Legal Form: Affidavit Re No Gratuities or Kickbacks; AG Procurement Form 004.

4. **Affidavit Re Contingent Fees per 2 GAR § 11108 (reference: ATTACHMENT 4).** It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. See RFP Legal Form: Affidavit Re Contingent Fees; AG Procurement Form 007.
5. **Affidavit Re Ethical Standards per 2 GAR § 11103. (Reference: ATTACHMENT 5).** The bidder, Offeror, or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations. See RFP Legal Form: Re Ethical Standards; AG Procurement Form 005.

XXXIII. OPENING OF PROPOSALS.

Proposals shall not be opened publicly, shall be opened in the presence of two or more procurement officials. Proposals and modifications shall be time-stamped upon receipt and held in a secure place until the established due date. After the date established for receipt of proposals, a Register of Proposals shall be prepared which shall include for all proposals the name of each Offeror, the number of modifications received, if any, and a description sufficient to identify the supply, service, or construction item offered. The Register of Proposals shall be opened to public inspection only after award of the contract. Proposals and modifications shall be shown only to territory personnel having a legitimate interest in them.

XXXIV. RFP EVALUATION

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

XXXV. EVALUATION AND DISCUSSIONS:

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

*There are identify the
evaluation committee members?*

- Are we planning for any offeror presentations?

- Discussions:

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

XXXVI. EVALUATION CRITERIA

a) Offeror's Educational Attainment/background

- Offeror is required to present Educational Attainment, Certifications, trainings etc.
- Offerors are required to present a copy of current Professional Engineer license issued by the Guam Board of Registration for Professional Engineers, Architects, and Land Surveyors.

b) Offeror's Statement of Experiences and Qualifications

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

c) Licensing Requirements:

- Offerors are required to present a copy of current Professional Engineer license issued by the Guam Board of Registration for Professional Engineers, Architects, and Land Surveyors. A copy of the Certificate of Authorization ("COA") shall be submitted to DPW together with the offeror's proposal.

d). Determination of Responsibility of Offeror

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

XXXVII. EVALUATION, RATING AND SELECTION TABLE

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

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

DRAFT

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

b) **INDIVIDUAL EVALUATION FORM:**

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

c) **SUMMARY EVALUATION FORM:**

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

Project Name: RFP for Professional Construction Management Services
for the Construction of Simon Sanchez High School.
Project No.: 260-5-1016L-YLG

- When is pricing requested & submitted?

XXXVIII. NEGOTIATION AND AWARD OF CONTRACT.

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

XXXIX. SUCCESSFUL NEGOTIATION OF CONTRACT WITH QUALIFIED OFFEROR.

If compensation, contract requirements, and contract documents can be agreed upon with the best-qualified proposer, the contract will be awarded to the proposer. (See ATTACHMENT 6)

XL. FAILURE TO NEGOTIATE CONTRACT WITH BEST QUALIFIED OFFEROR.

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

XLI. NOTICE OF AWARD.

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

XXXIV. AWARDING OF CONTRACT

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

XXXV. COMMENCEMENT OF WORK:

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

XLI. RFP ATTACHMENTS:

The following are RFP Attachments and are made part of this RFP.

DRAFT

AFFIDAVIT OF DISCLOSING OWNERSHIP AND COMMISSIONS

CITY OF _____)
) ss.
 ISLAND OF GUAM)

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

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

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

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

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

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

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

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

Subscribed and sworn to before me

This ____ day of _____, 202__.

 NOTARY PUBLIC

My commission expires: _____

ATTACHMENT 2

AFFIDAVIT OF NON-COLLUSION

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

1. The name of the offering company or individual is [state name of company]

2. The proposal for the solicitation identified above is genuine and not collusive or a sham. The Offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror or person, to put in a sham proposal or to refrain from making an offer. The Offeror has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the proposal price of Offeror or of any other Offeror, or to fix any overhead, profit or cost element of said proposal price, or of that of any other Offeror, or to secure any advantage against the government of Guam or any other Offeror, or to secure any advantage against the government of Guam or any person interested in the proposed contract. All statements in this affidavit and in the proposal are true to the best of the knowledge of the undersigned. This statement is made in pursuant to 2 GAR Division 4 § 3126(b).

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

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

Subscribed and sworn to before me

This ____ day of _____, 202__.

NOTARY PUBLIC

My commission expires: _____

AG Procurement Form 003 (March 9, 2011)

Project Name: RFP for Professional Construction Management Services
for the Construction of Simon Sanchez High School.
Project No.: 260-5-1016L-YLG

AFFIDAVIT Re NO GRATUITIES or KICKBACKS

CITY OF _____)
) ss.
 ISLAND OF GUAM)

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

1. The name of the offering firm or individual is [state name of Offeror Company] _____ Affiant is _____ [state one of the following: the Offeror, a partner of the Offeror, and officer of the Offeror] making the foregoing identified bid or proposal.

2. To the best of affiant's knowledge, neither affiant, nor any of the Offeror's officers, representatives, agents, subcontractors, or employees have violated, are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107(e). Further, affiant promises, on behalf of Offeror, not to violate the prohibition against gratuities and kickbacks as set forth in 2 GAR Division 4 § 11107(e).

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

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

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

Subscribed and sworn to before me

This ____ day of _____, 202__.

 NOTARY PUBLIC

My commission expires: _____, _____.

AG Procurement Form 004 (March 9, 2011)

Project Name: RFP for Professional Construction Management Services
 for the Construction of Simon Sanchez High School.
 Project No.: 260-S-1016L-YLG

AFFIDAVIT RE CONTINGENT FEES

CITY OF _____)
) ss.
 ISLAND OF GUAM)

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

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

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

Subscribed and sworn to before me

This ____ day of _____, 202__.

 NOTARY PUBLIC

My commission expires: _____.

AG Procurement Form 007 (Nov. 9, 2010)

Project Name: RFP for Professional Construction Management Services
 for the Construction of Simon Sanchez High School.
 Project No.: 260-5-1016L-YLG

AFFIDAVIT re ETHICAL STANDARDS

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

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

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

Subscribed and sworn to before me

This ____ day of _____, 202__.

NOTARY PUBLIC

My commission expires: _____.

AG Procurement Form 005 (Nov. 9, 2010)

Project Name: RFP for Professional Construction Management Services
for the Construction of Simon Sanchez High School.
Project No.: 260-5-1016L-YLG

FORM E

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

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

Name of Offeror Company:

_____ hereby certifies under penalty of perjury:

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

§ 5801. Wage Determination Established.

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

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

§5802. Benefits.

In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

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

CONTRACT NO. _____

CONTRACT

DRAFT

Public Works
(Department)

2023

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

Project No.: 260-5-1016L-YLG

Amount:

Place: Yigo, Guam

Project Name: RFP for Professional Construction Management Services
for the Construction of Simon Sanchez High School.
Project No.: 260-5-1016L-YLG

CONTRACT

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

WITNESSETH, that whereas the Government intends to perform the "Professional Construction Management Services for The Construction of Simon Sanchez High School, Project No.: 260-5-1016L-YLG", hereinafter called the "Project", in accordance with the RFP Requirements and other contract documents prepared by the Department of Public Works.

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

*Refused ∴ The RFP
- Then Proposal*

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

Addendum No.

Dated

- (a) Contract Time: The Contractor agrees to commence work under this contract upon written notice to proceed, and to provide complete design review and construction management services as required by this RFP solely for the Department Public Works. Period of performance for the Contractor will be for a period of XXX (XXX) Calendar Days.

II. THE GOVERNMENT AGREES to pay, and the Contractor agrees to accept, in full payment for the performance of this contract, the contract amount of _____ plus any and all sums to be added and/or deducted resulting from all extra and/or omitted work in connection therewith, as authorized under this RFP all in accordance with the terms as stated in the contract documents.

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

Project Name: RFP for Professional Construction Management Services
for the Construction of Simon Sanchez High School.
Project No.: 260-5-1016L-YLG

ID 'Contracting Officer'

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

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

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

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

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

VIII. NO MECHANIC LIENS. It is hereby mutually agreed by and between the parties hereto that

no mechanic, contractor, subcontractor, material man or other person can or will contract for or in any other manner have or acquire any lien upon the project covered by this contract, or the land upon which the same is situated.

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

X. INDEMNITY. Awardee agrees to save and hold harmless the Government, its officers, agents, representatives, successors and assigns and other governmental agencies from any and all suits or actions of every nature and kind, which may be brought for or on account of any injury, death, or damage arising or growing out of the acts or omissions of the Contractor, Contractor's officers, agents, servants or employees under this contract.

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

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

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

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

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

CONTRACTOR:

GOVERNMENT:

VINCENT P. ARRIOLA
Director
Department of Public Works

Date: _____

Date: _____

CERTIFIED FUNDS AVAILABLE:

Allotment No.: 5682C211060AR301-230

LINDA J. IBANEZ
Department of Public Works
Certifying Officer

Amount: \$7,000,000.00

BBMR's APPROVAL:

APPROVED AS TO LEGALITY AND
FORM:

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

DOUGLAS B. MOYLAN
Attorney General of Guam

Date: _____

Date: _____

APPROVED:


LOURDES A. LEON GUERRERO
Governor of Guam

Date: _____



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

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


public works
DIPATTAMENTON CHE CHO' PUPBLEKO
VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director

08 AUG 2023

K. Eric Swanson, Ph.D.
Superintendent
Guam Department of Education
501 Mariner Avenue, Tiyan
Barrigada GU 96913

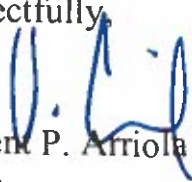
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Hafa Adai Superintendent Swanson,

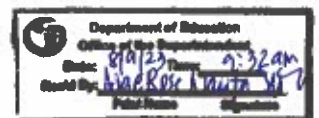
I am writing to seek clarification from your letter dated August 1, 2023 regarding ARP funding commitment of \$2M for construction management services for the new Simon Sanchez High School. As identified in my July 23, 2023 letter, the cost for CM services is estimated at \$7M which is \$5M less from your funding commitment. Please clarify if the amount of \$2M identified in your letter is in error or is the amount GDOE can only commit.

You may contact me at 671-646-3131 should you have any questions. I look forward to your response.

Respectfully,


Vincent P. Arriola
Director

Cc: Gov. Lourdes A. Leon Guerrero
Lt. Gov Joshua F. Tenorio
Chief of Staff, Jon Calvo
Sen. Roy Quinata





Vince Arriola <vince.arriola@dpw.guam.gov>

Re: SSHS CM Scope Draft

Randy Romero <randy.romero@dpw.guam.gov>
To: Vince Arriola <vince.arriola@dpw.guam.gov>
Cc: Sabino Flores <sabino.flores@guam.gov>

Tue, Aug 29, 2023 at 9:43 AM

Director Arriola,
attached is the revised CM Scope of work based on your mark up and Sabino's review and adjustments. Provided are two documents that identify the revisions made and the final. The document labeled "RFP for CM Services SSHS FINAL DRAFT V1_SPF REV" identifies the changes highlighted in yellow and strikethroughs in red texts for deletion. The document labeled "RFP for CM Services SSHS FINAL DRAFT V1 FINAL" is the final clean document.

Thank you,

----- Forwarded message -----

From: Sabino Flores <sabino.flores@guam.gov>
Date: Tue, Aug 29, 2023 at 9:15 AM
Subject: Re: SSHS CM Scope Draft
To: Randy Romero <randy.romero@dpw.guam.gov>

Randy,

Looks good. I just made one revision in the first paragraph. We would also need to add statements at the end that DPW reserves the right to cancel the RFP prior to opening of proposals and to reject proposals after opening but prior to award when it determines in writing that it is in the territory's best interest to do so. The determination of course has to be based on the reasons provided in the procurement regs.

Thanks,
Sabino

Sabino P. Flores
Senior Engineer
Community Defense Liaison Office
Office of the Governor
Ph: 671-475-4769
Cell: 671-482-8434

On Mon, Aug 28, 2023 at 3:33 PM Randy Romero <randy.romero@dpw.guam.gov> wrote:

Sabino,
attached is the revised draft for SSHS CM Services. Revisions include the Directors markup and some corrective changes. All changes are highlighted in yellow. Please provide your comments and corrections before I send it to Vince.

Thanks,

[Quoted text hidden]

[Quoted text hidden]

2 attachments

 **RFP for CM Services SSHS FINAL DRAFT V1_SPF REV.docx**
32K

 **RFP for CM Services SSHS FINAL DRAFT V1 FINAL.docx**
32K



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

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

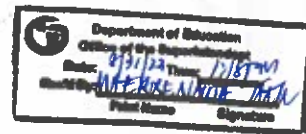


Director
LINDA J. IBANEZ
Deputy Director

31 AUG 2023

K. Eric Swanson, Ph.D.
Superintendent
Guam Department of Education
501 Mariner Avenue, Tiyan
Barrigada GU 96913

COPY



Hafa Adai Superintendent Swanson,

I sent you a letter on August 8, 2023 seeking clarification regarding the set aside of \$2M of ARP funding for construction management services for the new Simon Sanchez High School. As identified in my July 23, 2023 letter, the cost for CM services is estimated at \$7M which is \$5M more than your funding commitment. The estimated \$7M for CM services is to cover a period of approximately five years based on the following estimated timelines;

1. Constructability Review: approximately 6 months
2. Construction/Finance Procurement and Contract Execution: Approximately 6 months
3. Construction: Approximately 3 years
4. Construction Warranty Period: 1 Year

Based on your response letter dated August 1, 2023 identifying \$2M of ARP funding, a funding commitment by GDOE must be made to cover the remaining years to ensure continual CM services throughout the construction and warranty period granted the \$2M of ARP funding can be expended by December 2024. The CM scope of services is finalized and is ready for RFP issuance, however complete funding of the total amount must be available prior to RFP issuance.

You may contact me at 671-646-3131 should you have any questions. I look forward to your response.

Respectfully

Vincent P. Arriola
Director

cc: Gov. Lourdes A. Leon Guerrero
Lt. Gov. Joshua F. Tenorio
Chief of Staff, Jon Calvo
Sen. Roy Quinata



Vince Arriola <vince.arriola@dpw.guam.gov>

CM Services

Gov. Lourdes A. Leon Guerrero <governor@guam.gov>

Thu, Aug 31, 2023 at 12:16 PM

To: Donna Herrero <donna.herrero@dpw.guam.gov>

Cc: Jon Junior Calvo <jon.calvo@guam.gov>, Lieutenant Governor <lt.governor@guam.gov>, "MaeRose A. Nauta" <manauta@gdoe.net>, Romero Randy <randy.romero@dpw.guam.gov>, Sabino Flores <sabino.flores@guam.gov>, Senator Roy Quinata <officeofsenatorquinata@guamlegislature.org>, Vince Arriola <vince.arriola@dpw.guam.gov>, keswanson@gode.net

Vince

Thanks for keeping us updated. CM services is key to the progress of building and overseeing the SSHS. Please continue to stay on top of it and I look forward to a favorable response from Superintendent Swanson

Governor Lou

[Quoted text hidden]



Vince Arriola <vince.arriola@dpw.guam.gov>

Re: SSHS CM Scope Draft

Randy Romero <randy.romero@dpw.guam.gov>

Fri, Sep 15, 2023 at 2:23 PM

To: Vince Arriola <vince.arriola@dpw.guam.gov>, Sabino Flores <sabino.flores@guam.gov>

Gentlemen,
attached is the Construction Management RFP for Simon Sanchez High School Final Draft. Please review and comment. Some minor adjustments are needed but look into the scope and the document organization as I had to do some major adjustments to the original DPW boilerplate.

Thank you,
[Quoted text hidden]



Construction Management RFP Simon Sanchez High School Final Draft.docx
151K

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

PROJECT No.: 660-5-1122-L-AGN

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

And

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

PREPARED BY:



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

RFP FOR

Project Name: RFP for Professional Construction Management Services
for the Construction of Simon Sanchez High School.

Project No.: 660-5-1122-L-AGN

**PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES FOR THE
CONSTRUCTION OF SIMON SANCHEZ HIGH SCHOOL
PROJECT NO. 660-5-1122-L-AGN**

**LOURDES A. LEON GUERRERO
GOVERNOR OF GUAM**

And

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

PREPARED BY:

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

2023

RECOMMEND APPROVAL:

APPROVED BY:

ZENON BELANGER

Chief Engineer
Department of Public works

Date: _____

VINCENT P. ARRIOLA

Director
Department of Public works

Date: _____

RFP TIMELINES

PROJECT NO.: 660-5-1122-L-AGN

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

September 22, 2023

AVAILABILITY OF RFP DOCUMENTS:

September 27, 2023 @ 10:00 A.M.

MANDATORY PRE-PROPOSAL CONFERENCE

September 29, 2023

**LAST DAY TO SUBMIT WRITTEN QUESTIONS
AND/OR CLARIFICATIONS**

October 9, 2023

RFP SUBMITTAL DUE DATE

TIME:

ON OR BEFORE 4:00 P.M.

PLACE:

DPW, TMC BLDG. CIP-CONTRACT SECTION

**REQUEST FOR PROPOSALS FOR
PROFESSIONAL CONSULTING SERVICES FOR CONDITION
ASSESSMENT UPDATE and IMPROVEMENT DESIGNS OF THE HAGATNA POOL**

PROJECT NO. 660-5-1122-L-AGN

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Project Name: RFP for Professional Construction Management Services
for the Construction of Simon Sanchez High School.

Project No. 660-5-1122-L-AGN

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I. PROJECT OVERVIEW

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

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

II. CONSTRUCTION MANAGEMENT GENERAL SCOPE OF SERVICES AND RESPONSIBILITIES:

Serves as the construction manager for DPW to manage the design review and construction of the new Simon Sanchez High School. Any person, corporation, partnership or association providing services under the heading of 'Construction Management' shall be required to have the following services performed by engineers, architects, or land surveyors duly registered in Guam. Such services shall fall under the broad definition of engineering, architecture, and land surveying and shall include but not be limited to the following:

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

III. CONSTRUCTION MANAGEMENT SCOPE OF SERVICES:

Construction Management services shall monitor the work of the Contractor and coordinate the work with the activities and responsibilities of the DPW and GDOE's A&E Design Firm to complete the Project in accordance with the objectives of cost, time, quality and safety. The activities are as follows but not limited to;

1. Assist in the Procurement of bids for construction
2. Provide technical and constructability reviews of the design.
3. Conduct professional construction inspection and observation.
4. Provide Construction Administration services during construction. Review design documents for completeness and proper coordination of disciplines.

5. Final review and approval of all construction as it relates to the intent of the Architectural Contract documents.
6. Development of a CM Quality Assurance Plan.
7. Document site conditions prior to construction.
8. Control of project cost and schedules.
9. Review approved submittals prior to fabrication or installation of materials and equipment.
10. Observe, monitor, and document daily field work activities.
11. Review and monitor Contractor's Quality Control Plan and its implementation.
12. Prepare reports and other record keeping.
13. Provide non-conforming and deficient work resolution process.
14. Perform Value engineering as needed upon inspection of project systems and materials with the aim of producing the greatest value for the least cost.
15. Review design documents for constructability, completeness, accuracy, and proper coordination of disciplines.
16. Continual review of design documents to confirm conformance to the approved project budget.
17. Continual value analysis of the design and identification of opportunities to meet or reduce construction costs and/or improve facility performance.
18. Review the development of a detailed construction schedule for the project, include review of long lead items and owner supplied equipment and materials.
19. Constructability reviews to test whether the design selected will be the most practical from the construction point of view.
20. Engage key stakeholders during construction of milestone and critical risks to project objectives.
21. Prepare for and assist DPW for the Preconstruction Conference.
22. Perform Preconstruction Administrative Activities.
23. Assist in the Coordination of regulatory and building department inspections.
24. Record progress of project. Prepare daily construction reports. Prepare a progress photo log.
25. Review, process and maintain logs for material and QA testing.
26. Review, process and coordinate RFI's, submittals, shop drawings and maintain logs.
27. Schedule monitoring and updates, work with contractor on developing schedule recovery plans.
28. Coordinate construction activities in connection with shutdowns, tie-ins, shared facilities, including storage areas, staging areas, contractor areas, contractor access, haul roads, crane and equipment locations and material delivery sequencing.
29. Document and track Change Requests, review changes of scope, estimated costs (additive and/or deductive), provide recommendations as appropriate. Assist DPW with Contractor requests for equitable adjustment and claims. Provide documentation of all relevant issues, detailed analyses, review and evaluation of requests/claims.
30. Conduct progress payments, funding requests and payment recommendations.

31. Perform QA testing for earthworks, concrete, and survey controls.
32. Monitor Contractor Quality Control testing.
33. Monitor and track Acceptance Testing, witness testing, and provide test report documentation.
34. Inspection, full-time
 - a) Site fire protective means; environmental protection plan; storm water protection plan; coordinate traffic and security operations at the site.
 - b) Punch lists
 - c) Record drawing updates and ensure updates are being maintained by Contractor.
35. Prepare Substantial Completion Report and Certificate. Final payment recommendation.
36. Document O&M Manuals, record drawings, training and training materials, warranties, and certifications.
37. Coordinate project closeout, record drawings, and document turnover.
38. Prepare a final report narrative of significant design and construction events and issues for the project. The Final Report shall include the Record Drawings, warranty information, operation and maintenance information, and other pertinent project data.
39. Implement & Maintain Project Controls Records & Document Management and Communication.
40. Review Payroll Reports and Monitor Compliance with Labor Laws.
41. General and Permit Compliance Monitoring.
42. Manage Processing and Implementation of Design Changes.
43. Oversee CM staff Safety Program and Monitor Contractor Safety Program, Project closeout, Punch List Development, Record Drawings, Final Report.
44. Coordinate Training and Construction Warranty Period Responses.
45. Perform all other related work as required by DPW.
46. Perform as Commissioning Agent during construction and close out phases.
47. Management of the Project punch list process and documentation of the construction punch list in coordination with the A&E, its consultants and the DPW.

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

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

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

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

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

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

The BIM is expected to end with a clear design direction that includes a design presented in 3D model showing the building shells and associated functional components to enable use and coordination by the CM Firm. Mechanical, Electrical and Plumbing (MEP) design shall also be incorporated to indicate how the building systems integrate with the architectural design. The deliverables shall include finalized floor plans with all program spaces defined and appropriately sized and located. Detailed circulation plans for students, patrons, staff, security, and emergency vehicles shall be defined during this phase. Finishes and general furnishings shall also be defined for further refinement in the design development phase. GDOE's A&E Design Firm shall coordinate with the CM Firm to develop a preliminary cost model based on the schematic design for pre-construction reviews.

V. PROPOSAL PACKAGE REQUIREMENTS

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

VI. TECHNICAL PROPOSAL SUBMITTAL

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

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

- a. The name of the offeror, the location of the offeror's principal place of business of the proposed contract;

- b. Copies of the offeror's current Certificate of Registration or Certificate of Authorization issued by the Guam Professional Engineers, Architects and Land Surveyors (PEALS) Board for Construction Management in accordance with 22 GCA, CH 32 and to be in compliance with P.L. 33-28 and the PEALS Board Rules and Regulations.
- c. The abilities, qualifications, experience and the role of all key person(s) that would be assigned to perform the services contained in this RFP;
- d. Primary point of contact: Identify the overall project coordinator or manager who will serve as the single point of contact and liaison between the DPW and the offeror for all work under the contract. The manager candidate may be subject to the approval of DPW.
- e. Provide his/her resume and describe his/her qualifications
- f. Explain why this person has been selected as the overall project coordinator/manager.
- g. Key personnel: Provide the name(s), education, qualifications, experience, and the role of each key personnel assigned to perform the services under this RFP. Present an organizational chart identifying the relationships and duties of both the corporate staff and all proposed management and staff to be assigned to assist with the services under this RFP. At a minimum, if the offeror is an individual, the proposal should include a complete resume of the individual. If the offeror is a firm, the proposal should include a resume of all the individuals who will be working on any aspect of the project.
- h. Client list and work: Include a listing of current and former clients and a description of the type of work performed or is being performed.
- i. The Firm's construction management experience and techniques used to control costs and schedules.
- j. A list of other projects under which services similar in scope, size, or discipline to the required services were performed as specified in this RFP;
- k. A plan giving as much detail as is practical on how the services will be performed.
- l. List current construction management projects including type of project, location, size, and anticipated completion date;
- m. Based on your professional organization, fully describe how you can manage the project proposed in this RFP.

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

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

1. Cover Letter:

The responding firm must provide a cover letter which indicates the full name and

address of the firm that will perform the services described in this RFP. Must indicate the name and contact information for the individual who will be the senior contact person who will be responding to this engagement. Must also indicate whether operating as an individual proprietorship, partnership, corporation, or a joint venture. The cover letter should also indicate the state of incorporation and list all licenses obtained enabling it to operate. The cover letter must also include identification of any and all sub consultants.

2. References:

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

3. Description of Firm Prior Experience:

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

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

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

B. Management Overview and Approach:

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

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

Mere reiterations of the tasks and subtasks set forth in the Scope of Services are strongly discouraged, as they do not provide insight into the firm's ability to complete the engagement. The firm's response to this section should be designed to convince DPW that the firm's detailed plans and proposed approach to complete the Scope of Services are realistic, attainable, and appropriate and that the firm's proposal will lead to successful completion of the engagement to provide the services requested pursuant to this RFP.

C. Organization Chart:

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

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

D. Key Team Member List

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

E. Resumes of Key Team Members

A resume of each Key Team Member must be included.

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

VIII. AVAILABILITY:

This Request for Proposal ("RFP") is available for download from DPW's website at www.dpw.guam.gov. A copy of the RFP may be picked-up at the DPW's office located at TMC Building, CIP- Section at 542 North Marine Corps Drive, Upper Tumon, Guam 96913, Monday through Friday, excluding holidays, between 8:00 a.m. and 5:00 p.m. Upon obtaining this RFP, prospective Offerors must sign in in the Bidder Register in order to receive any addenda or other notices related to this RFP (5GCA 5220 (b)). Failure by prospective Offerors to sign and register may result in the prospective Offeror not receiving notices from DPW regarding this RFP, including addenda, point deductions during the proposal evaluation process, or proposals may be deemed non-responsive.

IX. AMMENDMENTS:

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

X. PRE-PROPOSAL CONFERENCE:

Pre-proposal conferences are "Mandatory" as stated on the RFP Timelines. The pre-proposal conference will be conducted only to explain the procurement requirements for this Request for

Proposal. DPW will notify all Offerors in writing via an addendum to this RFP of any substantive clarification provided in response to any inquiry raised during the pre-proposal conference.

XI. PRE-PROPOSAL QUESTIONS:

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

XII. EXPLANATION TO OFFERORS.

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

XIII. DPW's ANSWERS:

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

XIV. WITHDRAWAL OF PROPOSALS.

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

XV. NO LATE PROPOSALS:

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

XVI. PROHIBITION AGAINST EMPLOYMENT OF SEX OFFENDERS

Pursuant to 5 G.C.A. § 5253,

- (a) No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said

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offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the government of Guam, shall work for his employer on the property of the government of Guam other than a public highway.

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

XVII. EQUAL OPPORTUNITY

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

XVIII. RECEIPT/OPENING OF PROPOSALS:

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

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

All proposals will initially be classified as either "responsive" or "non-responsive". Proposals may be found non-responsive any time during the evaluation process or contract negotiation if any of the required information is not provided or the proposal is not within the plans and

specifications described and required in the RFP. If a proposal is found to be non-responsive, it will not be considered further.

XX. DETERMINATION OF RESPONSIBILITY:

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

XXI. COMPLETENESS OF PROPOSALS

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

XXII. FAILURE TO COMPLY WITH INSTRUCTIONS:

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

XXIII. DPW RIGHTS RESERVED:

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

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

XXIV. NON-DISCLOSURE OF DATA

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

withdraws the proposal or protests under 5 G.C.A. Chapter 5 Article 9 the proposal will be so disclosed.

XXV. REJECTION OF PROPOSAL OFFER.

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

XXVI. CANCELLATION OF RFP SOLICITATION:

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

XXVII. DEBARMENT:

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

XXVIII. INDEMNIFICATION:

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

XXIX. RFP LEGAL REQUIREMENTS:

1. **Affidavit Disclosing Ownership and Commissions** per 5 G.C.A. § 5233 (**reference: RFP ATTACHMENT 1**). As a condition of this RFP, any partnership, sole proprietorship, joint venture, association or corporation doing business with the government of Guam shall submit an affidavit executed under oath that lists the name and address of any persons, companies, partners, or joint ventures who have held more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship joint venture, association or corporation at any time during the 365 days immediately preceding the submission date of a proposal. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship joint venture, association or corporation which have been held by each such person during the 365 day period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to this RFP for the Offeror and shall also contain the amounts of any such commission, gratuity or other compensation. The affidavit shall be open and available to the public for inspection and copying. See **RFP Legal Form: Affidavit re Disclosing Ownership (Major Shareholders) & Commissions; AG Procurement Form 002**
2. **Affidavit re Non-Collusion** per 2 GAR Division 4 § 3126(b) (**reference: ATTACHMENT 2**). By submitting an offer, the Offeror certifies that the price submitted

was independently arrived at without collusion. See RFP Legal Form: Affidavit re Non-Collusion; AG Procurement Form 003.

3. **Affidavit Re No Gratuities or Kickbacks per 2 GAR Division 4 § 11107(e) (reference: ATTACHMENT 3).** The bidder, Offeror, or contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §11206 (Gratuities and Kickbacks) of the Guam Procurement Regulations. **Gratuities.** It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract; or to any solicitation or proposal therefor. **Kickbacks.** It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. See RFP Legal Form: Affidavit Re No Gratuities or Kickbacks; AG Procurement Form 004.
4. **Affidavit Re Contingent Fees per 2 GAR § 11108 (reference: ATTACHMENT 4).** It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. See RFP Legal Form: Affidavit Re Contingent Fees; AG Procurement Form 007.
5. **Affidavit Re Ethical Standards per 2 GAR § 11103. (Reference: ATTACHMENT 5).** The bidder, Offeror, or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations. See RFP Legal Form: Re Ethical Standards; AG Procurement Form 005.

XXX. OPENING OF PROPOSALS.

Proposals shall not be opened publicly, shall be opened in the presence of two or more procurement officials. Proposals and modifications shall be time-stamped upon receipt and held in a secure place until the established due date. After the date established for receipt of proposals, a Register of Proposals shall be prepared which shall include for all proposals the name of each Offeror, the number of modification received, if any, and a description sufficient to identify the supply, service, or construction item offered. The Register of Proposals shall be opened to public inspection only after award of the contract. Proposals and modifications shall be shown only to territory personnel having a legitimate interest in them.

XXXI. RFP EVALUATION

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

XXXII. EVALUATION AND DISCUSSIONS:

- **Evaluation:**
Evaluation committee will be established to review and evaluate all proposals submitted in response to this RFP. The committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided and other evaluation criteria set forth in this RFP. All proposals submitted will be evaluated by the evaluation committee and will be ranked by the criteria provided in this RFP.
- **Discussions:**
The evaluation committee may conduct discussions with any Offeror to: (1) determine in greater detail such Offeror's qualifications and (2) explore with the Offeror the scope and nature of the required services, its proposed method of performance, and the relative utility of alternative methods of approach. Discussions shall not disclose any information derived from proposals submitted by other Offerors, and the Guam Department of Public Works shall not disclose any information contained in any proposals until after award of the proposed contract has been made. The proposal of the Offeror awarded the contract shall be open for public inspection except as otherwise provided in the contract.

XXXIII. EVALUATION CRITERIA

- a) **Offeror's Educational Attainment/background**
 - Offeror is required to present Educational Attainment, Certifications, trainings etc.
 - Offerors are required to present a copy of current Professional Engineer license issued by the Guam Board of Registration for Professional Engineers, Architects, and Land Surveyors.
- b) **Offeror's Statement of Experiences and Qualifications**
 - Offeror is required to present satisfactory evidence that he/she have sufficient experience and are fully qualified. Include a written, verifiable statement of experience in providing and managing the services specified in this RFP including;
 1. **Client list and work:** Include a listing of significant current and former projects and a description of the type of work performed or related work for this project.
 2. **References:** DPW welcomes references of entities to which Offeror has provided services.

c) licensing Requirements:

- Offerors are required to present a copy of current Professional Engineer license issued by the Guam Board of Registration for Professional Engineers, Architects, and Land Surveyors. A copy of the Certificate of Authorization (“COA”) shall be submitted to DPW before the execution of the contract.

d). Determination of Responsibility of Offeror

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

XXXIV. EVALUATION, RATING AND SELECTION TABLE

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

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

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

b) INDIVIDUAL EVALUATION FORM:

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

c) SUMMARY EVALUATION FORM:

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

XXXV. NEGOTIATION AND AWARD OF CONTRACT.

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

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XXXVI. SUCCESSFUL NEGOTIATION OF CONTRACT WITH QUALIFIED OFFEROR.
If compensation, contract requirements, and contract documents can be agreed upon with the best-qualified proposer, the contract will be awarded to the proposer. (See ATTACHMENT 6)

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

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

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

XXXV. COMMENCEMENT OF WORK:
DPW will issue Notice to Proceed (NTP) for the design of the project upon approved of Contract Agreement.

XLI. RFP ATTACHMENTS:

The following are RFP Attachment and are made part of this RFP.

ATTACHMENT 1

AFFIDAVIT OF DISCLOSING OWNERSHIP AND COMMISSIONS

CITY OF _____)

) ss.

ISLAND OF GUAM)

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

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

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

Name

Address

% of Interest

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

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

Name

Address

Compensation

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

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

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

Subscribed and sworn to before me

This ____ day of _____, 202__.

NOTARY PUBLIC

My commission expires: _____

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

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for the Construction of Simon Sanchez High School.
Project No.: 660-5-1122-L-AGN

AFFIDAVIT OF NON COLLUSION

CITY OF _____)

) ss.

ISLAND OF GUAM)

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

1. The name of the offering company or individual is [state name of company]
_____.

2. The proposal for the solicitation identified above is genuine and not collusive or a sham. The Offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror or person, to put in a sham proposal or to refrain from making an offer. The Offeror has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the proposal price of Offeror or of any other Offeror, or to fix any overhead, profit or cost element of said proposal price, or of that of any other Offeror, or to secure any advantage against the government of Guam or any other Offeror, or to secure any advantage against the government of Guam or any person interested in the proposed contract. All statements in this affidavit and in the proposal are true to the best of the knowledge of the undersigned. This statement is made in pursuant to 2 GAR Division 4 § 3126(b).

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

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

Subscribed and sworn to before me

This ____ day of _____, 202__.

NOTARY PUBLIC

My commission expires: _____

AG Procurement Form 003 (March 9, 2011)

ATTACHMENT 3

AFFIDAVIT Re NO GRATUITIES or KICKBACKS

CITY OF _____)
ISLAND OF GUAM) ss.
)

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

1. The name of the offering firm or individual is [state name of Offeror Company] _____. Affiant is _____ [state one of the following: the Offeror, a partner of the Offeror, and officer of the Offeror] making the foregoing identified bid or proposal.

2. To the best of affiant's knowledge, neither affiant, nor any of the Offeror's officers, representatives, agents, subcontractors, or employees have violated, are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107(e). Further, affiant promises, on behalf of Offeror, not to violate the prohibition against gratuities and kickbacks as set forth in 2 GAR Division 4§ 11107(e).

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

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

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

Subscribed and sworn to before me

This ____ day of _____, 202__.

NOTARY PUBLIC

My commission expires: _____, _____.

AG Procurement Form 004 (March 9, 2011)

Project Name: RFP for Professional Construction Management Services
for the Construction of Simon Sanchez High School

Project No.: 660-5-122-L-AGN

AFFIDAVIT RE CONTINGENT FEES

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

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

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

Subscribed and sworn to before me

This ____ day of _____, 202__.

NOTARY PUBLIC

My commission expires: _____.

AG Procurement Form 007 (Nov. 9, 2010)

Project Name: RFP for Professional Construction Management Services
for the Construction of Simon Sanchez High School.
Project No.: 660-5-1122-L-AGN

ATTACHMENT 5

AFFIDAVIT re ETHICAL STANDARDS

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

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

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

Subscribed and sworn to before me

This ____ day of _____, 202__.

NOTARY PUBLIC

My commission expires: _____.

AG Procurement Form 005 (Nov. 9, 2010)

Project Name: RFP for Professional Construction Management Services
for the Construction of Simon Sanchez High School.
Project No. 660-5-1122-L-AGN

FORM E

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

Procurement No. FY202_ RFP/DOA/HRD- _ - _

Name of Offeror Company:

_____ hereby certifies under penalty of perjury:

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

§ 5801. Wage Determination Established.

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

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

§5802. Benefits.

In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

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

ATTACHMENT 7

CONTRACT NO. _____

CONTRACT

Public Works
(Department)

2023

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

Project No.: 660-5-1122-L-AGN

Amount:

Place: Yigo, Guam

Project Name: RFP for Professional Construction Management Services
for the Construction of Simon Sanchez High School.

Project No.: 660-5-1122-L-AGN

CONTRACT

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

WITNESSETH, that whereas the Government intends to perform the **"Professional Construction Management Services for The Construction of Simon Sanchez High School, Project No.: 660-5-1122-L-AGN"**, hereinafter called the "Project", in accordance with the RFP Requirements and other contract documents prepared by the Department of Public Works.

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

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

Addendum No.

Dated

- (a) Contract Time: The Contractor agrees to commence work under this contract upon written notice to proceed, and to provide complete design services as required by this RFP solely for the Department of Parks & Recreation. Period of performance for the Contractor will be for a period of One Hundred Eighty (180) Calendar Days.

II. THE GOVERNMENT AGREES to pay, and the Contractor agrees to accept, in full payment for the performance of this contract, *the contract amount of **Three Hundred Thirty Nine Thousand Five Hundred Seventy Dollars and 0/100 (\$339,570.00)** plus any and all sums to be added and/or deducted resulting from all extra and/or omitted work in connection therewith, as authorized under this RFP all in accordance with the terms as stated in the contract documents.*

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

Project Name: RFP for Professional Construction Management Services
for the Construction of Simon Sanchez High School.
Project No.: 660-5-1122-L-AGN

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

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

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

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

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

VIII. NO MECHANIC LIENS. It is hereby mutually agreed by and between the parties hereto that

no mechanic, contractor, subcontractor, material man or other person can or will contract for or in any other manner have or acquire any lien upon the project covered by this contract, or the land upon which the same is situated.

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

X. INDEMNITY. Awardee agrees to save and hold harmless the Government, its officers, agents, representatives, successors and assigns and other governmental agencies from any and all suits or actions of every nature and kind, which may be brought for or on account of any injury, death, or damage arising or growing out of the acts or omissions of the Contractor, Contractor's officers, agents, servants or employees under this contract.

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

Project Name: RFP for Professional Construction Management Services
for the Construction of Simon Sanchez High School.

Project No.: 660-5-1122-L-AGN

Annotated, Chapter 5).

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

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

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

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

CONTRACTOR:

HERNAN BONSEMBIANTE
President
AMORIENT Engineering

Date: _____

GOVERNMENT:

VINCENT P. ARRIOLA
Director
Department of Public Works

Date: _____

CERTIFIED FUNDS AVAILABLE:

Allotment No.: 5682C211060AR301-230

Amount: \$339,570.00

LINDA J. IBANEZ
Department of Public Works
Certifying Officer

BBMR's APPROVAL:

APPROVED AS TO LEGALITY AND
FORM:

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

DOUGLAS B. MOYLAN
Attorney General of Guam

Date: _____

Date: _____

APPROVED:

LOURDES A. LEON GUERRERO
Governor of Guam

Date: _____

TEMPORARY ALIEN PREVAILING WAGES RATES

Project Name: RFP for Professional Construction Management Services
for the Construction of Simon Sanchez High School.

Project No.: 660-5.1122-L-AGN

Prevailing Wage Rates for Temporary Alien Employment Certification
Government of Guam
EFFECTIVE FEBRUARY 16, 2016

OCCUPATION	HOURLY RATE
Bricklayer	\$14.02
Carpenter	\$14.20
Cement Mason	\$14.33
Construction Equipment Mechanic	\$17.63
Cook, CAMP	\$10.54
Construction Helper	\$9.34
Construction Labor	\$8.50
Electrician	\$18.83
Heating Air conditioning & Refrigeration Mechanic	\$15.73
Heavy Equipment Mechanic	\$14.14
Heavy Equipment Operator	\$15.40
Iron Worker	\$13.62
Painter	\$14.33
Pipe Fitter	\$17.41
Plasterer	\$15.24
Plumber	\$17.41
Refrigeration Mechanic	\$16.24
Roofer	\$13.34
Sheet-Metal Worker	\$15.92
Surveyor Helper	\$10.74
Truck Driver	\$15.98
Welder	\$17.92
Warehouseman	\$12.00



Vince Arriola <vince.arriola@dpw.guam.gov>

Construction Management RFP for SSHS

Randy Romero <randy.romero@dpw.guam.gov>

Fri, Sep 29, 2023 at 3:08 PM

To: Vince Arriola <vince.arriola@dpw.guam.gov>

Cc: Donna Herrero <donna.herrero@dpw.guam.gov>

Director,

please provide names for the Evaluation Committee Members. Besides myself, my recommendations are;

- Jose Quinata
- Zenon Belenger (UOG)
- Sabino Flores

John Calanayan should not be a committee member as he is the procurement officer for this RFP.

Attached is the PDF Final Draft version of the RFP that incorporates all your recommended changes and Sabino. Also included in this final draft are the renderings under Exhibit 1 (page 44), and inclusion of proposers providing presentations in Section XXXV, Discussions (page 22). I will forward the same document to Keeler for his preliminary review. The only pending items are the procurement dates, fund account number, additional evaluation members and the advertisement. The dates will be established once Keeler approves the RFP. I sent a reminder to John C. and Rey to provide me with the draft advertisement.

[Quoted text hidden]

--

Randy Romero

Building Inspections and Permits Administrator

Guam Department of Public Works

Phone: 671-646-3141

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**RFP 730-5-1058-L-YIG CM for SSHS DPW Draft FINAL.pdf**
2809K

Please submit ASAP. Notify me once submitted. Current comments:

1. My preliminary review is that the draft looks good.
2. Please provide a link to pertinent Legislative authorization and project requirements.
3. What is the projected cost for the CM services?
4. Has a written determination been drafted and signed by the director? If not, I can prepare one (but need more info).
I'll call early afternoon to discuss.

Tom

On Fri, Sep 29, 2023 at 3:36 PM Randy Romero <randy.romero@dpw.guam.gov> wrote:

Good afternoon Tom,

Attached for your review is the final draft for Construction Management Services Request for Proposal for Simon Sanchez High School. The RFP was developed with the assistance of Rey Junio and John Calanayan. Please let me know if you have any questions or concerns.

----- Forwarded message -----

From: **Randy Romero** <randy.romero@dpw.guam.gov>

Date: Fri, Sep 29, 2023 at 3:08 PM

Subject: Re: Construction Management RFP for SSHS

To: Vince Arriola <vince.arriola@dpw.guam.gov>

Cc: Donna Herrero <donna.herrero@dpw.guam.gov>

Director,

please provide names for the Evaluation Committee Members. Besides myself, my recommendations are;

- Jose Quinata
- Zenon Belenger (UOG)
- Sabino Flores

John Calanayan should not be a committee member as he is the procurement officer for this RFP.

Attached is the PDF Final Draft version of the RFP that incorporates all your recommended changes and Sabino. Also included in this final draft are the renderings under Exhibit 1 (page 44), and inclusion of proposers providing presentations in Section XXXV, Discussions (page 22). I will forward the same document to Keeler for his preliminary review. The only pending items are the procurement dates, fund account number, additional evaluation members and the advertisement. The dates will be established once Keeler approves the RFP. I sent a reminder to John C. and Rey to provide me with the draft advertisement.

--
Randy Romero

Building Inspections and Permits Administrator

Guam Department of Public Works

Phone: 671-646-3141

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--
Randy Romero

Building Inspections and Permits Administrator

Guam Department of Public Works

Phone: 671-646-3141

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1. A copy of the procurement documents and contract for the design of SSHS project; and
2. A copy or direct link to the Guam legislature's authorization for DPW/GovGuam to hire a Project manager.

Absent these documents I am not able to review the draft that you provided.

Hopefully I catch you in time to provide me with the documents. I plan to work Sat. and Sunday. As always, please email or call the cell (486-8577) if you have any questions. Thanks.

----- Forwarded message -----

From: **Randy Romero** <randy.romero@dpw.guam.gov>
Date: Fri, Oct 6, 2023 at 12:27 PM
Subject: Re: Construction Management RFP for SSHS
To: Tom Keeler <tkeeler@oagguam.org>

Tom,
Please see attached formal request signed by the Director.

1. My preliminary review is that the draft looks good.

[Attached](#)

2. Please provide a link to pertinent Legislative authorization and project requirements.

[Link added to Section XI for P.L. 37-22. DPW website is not operational.](#)

3. What is the projected cost for the CM services?

[Seven Million \(\\$7M\)](#)

4. Has a written determination been drafted and signed by the director? If not, I can prepare one (but need more info).

[See attached](#)

On Thu, Oct 5, 2023 at 11:11 AM Tom Keeler <tkeeler@oagguam.org> wrote:

Randy,

Sorry, but I need a formal request for review on DPW letterhead signed by the director.



Vince Arriola <vince.arriola@dpw.guam.gov>

Construction Management RFP for SSHS

Linda Ibanez <linda.ibanez@dpw.guam.gov>

Tue, Oct 31, 2023 at 5:56 PM

To: Randy Romero <randy.romero@dpw.guam.gov>

Cc: Tom Keeler <tkeeler@oagguam.org>, Vince.arriola@dpw.guam.gov, Graham Botha <gbotha@oagguam.org>

Hello Tom,

Please provide status on the SSHS project? Senators are asking for an update. Thank you!

On Mon, Oct 23, 2023 at 10:53 AM Randy Romero <randy.romero@dpw.guam.gov> wrote:

1. A copy of the procurement documents and contract for the design of SSHS project; and

Attached are the executed agreement and contract exhibits for TRMA for design work and DCA for the survey work. Survey design is referenced in the RFP for design services.

2. A copy or direct link to the Guam legislature's authorization for DPW/GovGuam to hire a Project manager.

Attached is P.L. 37-22 which transfers the SSHS Construction Procurement to DPW. Although the law does not specifically state construction management services, the need for one is crucial which is described in the RFP scope of services. With a construction of this magnitude it will involve multiple engineering disciplines that the government cannot perform of which the Director is in agreement. Not all services will be specifically identified or authorized by law but DPW has the authorization within 5GCA Ch.5 SS 5302 (attached) to make a determination of the services needed.

On Fri, Oct 20, 2023 at 4:28 PM Tom Keeler <tkeeler@oagguam.org> wrote:

Randy,

Sorry, but it appears there are too many cooks on this project. I need to rely on one point of contact which, unless otherwise instructed, is you. I want to review the draft management RFP this weekend. In order to do so I need:

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

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

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

And

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

PREPARED BY:



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

REQUEST FOR PROPOSALS

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

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

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Governor of Guam

And

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Lt. Governor of Guam

PREPARED BY:

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

2023

RECOMMEND APPROVAL:

APPROVED BY:

JOHN F. CALANAYAN
Engineer Supervisor
Department of Public Works

Date: _____

VINCENT P. ARRIOLA
Director
Department of Public Works

Date: _____



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

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



REQUEST FOR PROPOSAL

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

Sealed proposals will be received at the Contracts Administration and Technical Services Section, Division of Capital Improvement Projects, Ground Floor, TMC Building Department of Public Works, Government of Guam, no later than **4:00 p.m.** _____, 2023.

A non-refundable amount of \$25.00 is required as payment for RFP documents, which can be obtained from the Contract Administration Technical Services, Ground Floor, TMC Building, Department of Public Works commencing on _____, 2023. A receipt of payment at the cashier at the Permit Center, Building “A” Department of Public Works should be presented when applying for the RFP documents.

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

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

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

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

VINCENT P. ARRIOLA
Director

DRAFT

RFP TIMELINES

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

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

_____ , 2023

AVAILABILITY OF RFP DOCUMENTS:

_____ , 2023 @ 10:00 A.M.

MANDATORY PRE-PROPOSAL CONFERENCE

_____ , 2023

**LAST DAY TO SUBMIT WRITTEN QUESTIONS
AND/OR CLARIFICATIONS**

_____ , 2023

RFP SUBMITTAL DUE DATE

TIME:

ON OR BEFORE 4:00 P.M.

PLACE:

DPW, TMC BLDG. CIP-CONTRACT SECTION

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I. PROJECT OVERVIEW:

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

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

II. TERM AND TIME OF PERFORMANCE:

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

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

III. CONSTRUCTION MANAGEMENT GENERAL SCOPE OF SERVICES AND RESPONSIBILITIES:

Serves as the construction manager for DPW to manage the design review and construction of the new Simon Sanchez High School. Any person, corporation, partnership or association providing services under the heading of 'Construction Management' shall be required to have the following services performed by engineers, architects, or land surveyors duly registered in Guam. Such services shall fall under the broad definition of engineering, architecture, and land surveying and shall include but not be limited to the following:

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

Exhibit 1 of this RFP is the Site Plan Rendering and Site Plan Designs for the Simon Sanchez Facility developed by GDOE's designer, TRMA. Exhibit 1 is intended to provide offerors a perspective of the project and the CM scope of services described within this RFP.

IV. CONSTRUCTION MANAGEMENT SCOPE OF SERVICES:

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

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

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

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

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

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

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

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

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

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

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

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

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

VI. PERSON RESPONSIBLE FOR DRAFTING SPECIFICATIONS:

- Randy Romero, DPW Building Inspections and Permits Administrator

VII. COMMUNICATION REGARDING THE RFP:

Any correspondence or communication by a potential offeror must be made in writing via email addressed to John F. Calanayan, Engineer Supervisor at john.calanayan@dpw.guam.gov or by hand delivery at the Division of Capital Improvement Projects Contracts Administration Section Department of Public Works. All written communications must reference RFP 260-5-1016L-YLG in the subject or reference line.

VIII. PROPOSAL PACKAGE REQUIREMENTS:

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

IX. TECHNICAL PROPOSAL SUBMITTAL:

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

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

- a. The name of the offeror, the location of the offeror's principal place of business of the proposed contract;
- b. Copies of the offeror's current Certificate of Registration or Certificate of Authorization issued by the Guam Professional Engineers, Architects and Land Surveyors (PEALS) Board for Construction Management in accordance with 22 GCA, CH 32 and to be in compliance with P.L. 33-28 and the PEALS Board Rules and Regulations.
- c. The abilities, qualifications, experience and the role of all key person(s) that would be assigned to perform the services contained in this RFP;

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

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

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

1. Cover Letter:

The responding firm must provide a cover letter which indicates the full name and address of the firm that will perform the services described in this RFP. Must indicate the name and contact information for the individual who will be the senior contact person who will be responding to this engagement. Must also indicate whether operating as an individual proprietorship, partnership, corporation, or a joint venture. The cover letter should also indicate the state of incorporation and list all licenses obtained enabling it to operate. The cover letter must also include identification of any and all sub consultants.

2. References:

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

3. Description of Firm Prior Experience:

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

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

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

B. Management Overview and Approach:

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

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

Mere reiterations of the tasks and subtasks set forth in the Scope of Services are strongly discouraged, as they do not provide insight into the firm's ability to complete the engagement. The firm's response to this section should be designed to convince DPW that the firm's detailed plans and proposed approach to complete the Scope of Services are realistic, attainable, and appropriate and that the firm's proposal will lead to successful completion of the engagement to provide the services requested pursuant to this RFP.

C. Organization Chart:

The Organization Chart must include all Key Team members, their labor category, and titles for this engagement and the firm they represent. In the event the respondent firm is

a "joint venture," the respondent firm must indicate from which participating firm each Key Team Member originates. For the purposes of this engagement, a "Key Team Member" is a principal, partner or officer of the firm, or a project executive, project manager, senior principal identified as having a responsible role in the successful completion of the services requested pursuant to this RFP and who generally spends or is expected to spend twenty percent (20%) or more of his/her time on this engagement.

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

D. Key Team Member List

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

E. Resumes of Key Team Members

A resume of each Key Team Member must be included.

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

XI. AVAILABILITY:

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

XII. AMENDMENTS:

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

XIII. PRE-PROPOSAL CONFERENCE:

Pre-proposal conferences are "*Mandatory*" as stated on the RFP Timelines. The pre-proposal conference will be conducted only to explain the procurement requirements for this Request for

Proposals. DPW will notify all Offerors in writing via an addendum to this RFP of any substantive clarification provided in response to any inquiry raised during the pre-proposal conference.

XIV. PRE-PROPOSAL QUESTIONS:

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

XV. EXPLANATION TO OFFERORS:

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

XVI. DPW's ANSWERS:

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

XVII. WITHDRAWAL OF PROPOSALS:

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

XVIII. NO LATE PROPOSALS:

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

XIX. PROHIBITION AGAINST EMPLOYMENT OF SEX OFFENDERS

Pursuant to 5 G.C.A. § 5253,

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

XX. EQUAL OPPORTUNITY:

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

XXI. RECEIPT/OPENING OF PROPOSALS:

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

award. Proposals and modifications shall be shown only to government personnel having a legitimate interest in them.

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

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

XXIII. DETERMINATION OF RESPONSIBILITY:

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

XXIV. COMPLETENESS OF PROPOSALS:

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

XXV. FAILURE TO COMPLY WITH INSTRUCTIONS:

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

XXVI. DPW RIGHTS RESERVED:

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

- Cancel or terminate this RFP as provided in the Guam Procurement Regulations;
- Reject any or all proposals received in response to this RFP in the best interests of DPW or the government of Guam as provided in the Guam Procurement Regulations;
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal;
- Waive any minor informalities in proposals received, or have them corrected by the Offeror in accordance with applicable regulations;

- Not award if it is in the best interest of DPW or the government of Guam not to proceed with contract execution; or
- If awarded, terminate any contract if DPW determines adequate funds are not available.

XXVII. NON-DISCLOSURE OF DATA:

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

XXVIII. REJECTION OF PROPOSAL OFFER:

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

XXIX. CANCELLATION OF RFP SOLICITATION:

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

XXX. DEBARMENT:

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

XXXI. INDEMNIFICATION:

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

XXXII. RFP LEGAL REQUIREMENTS:

1. **Affidavit Disclosing Ownership and Commissions per 5 G.C.A. § 5233 (reference: RFP ATTACHMENT 1).** As a condition of this RFP, any partnership, sole proprietorship, joint venture, association or corporation doing business with the government of Guam shall submit an affidavit executed under oath that lists the name and address of any persons, companies, partners, or joint ventures who have held more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship joint venture,

association or corporation at any time during the 365 days immediately preceding the submission date of a proposal. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship joint venture, association or corporation which have been held by each such person during the 365-day period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to this RFP for the Offeror and shall also contain the amounts of any such commission, gratuity or other compensation. The affidavit shall be open and available to the public for inspection and copying. See **RFP Legal Form: Affidavit re Disclosing Ownership (Major Shareholders) & Commissions; AG Procurement Form 002**

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

XXXIII. OPENING OF PROPOSALS:

Opening of Proposals: Proposals will not be opened publicly and will be opened in the presence of two or more DPW officials. Proposals will be checked for compliance with the mandatory requirements of the RFP. Failure to comply with any mandatory requirements may cause disqualification.

Ad-hoc Evaluation Committee Board: Proposals will be evaluated and ranked by the criteria provided in this RFP (see section XXXVII. **EVALUATION, RATING AND SELECTION TABLE**) by the Ad-hoc Evaluation Committee Board (AECB) established by the Director of DPW to act under his authority. The AECB includes DPW Director as the chairman, Four (4) DPW staff professionals.

The AECB is comprised of the following personnel:

Chairman:

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

Members:

Randy Romero, DPW Building Inspections and Permits Administrator

NEED TO IDENTIFY EVALUATION MEMBERS.

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

XXXIV. RFP EVALUATION:

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

XXXV. EVALUATION AND DISCUSSIONS:

- **Evaluation:**

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

- **Discussions:**

The evaluation committee may conduct discussions with any Offeror: (1) determine in greater detail such Offeror's qualifications, (2) explore with the Offeror the scope and nature of the required services, its proposed method of performance, and the relative utility of alternative methods of approach (3) or may request the offeror to provide a presentation detailing their capabilities, experience, team members etc., for the services identified in this RFP. Discussions shall not disclose any information derived from proposals submitted by other Offerors, and the Guam Department of Public Works shall not disclose any information contained in any proposals until after award of the proposed contract has been made. The proposal of the Offeror awarded the contract shall be open for public inspection except as otherwise provided in the contract.

XXXVI. EVALUATION CRITERIA

- a) **Offeror's Educational Attainment/background**

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

- b) **Offeror's Statement of Experiences and Qualifications:**

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

- c) **Licensing Requirements:**

- Offerors are required to present a copy of current Professional Engineer license issued by the Guam Board of Registration for Professional Engineers, Architects, and Land Surveyors of all the individuals who will be working on any aspect of

the project.

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

d). Determination of Responsibility of Offeror:

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

XXXVII. EVALUATION, RATING AND SELECTION TABLE:

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

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

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

XXXVIII. INDIVIDUAL EVALUATION FORM:

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

XXXIX. SUMMARY EVALUATION FORM:

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

XL. COST PROPOSAL SUBMITTAL:

The Cost Proposal in the form of a Fee Proposal will be requested from the Best Qualified Offeror prior to Negotiations.

XLI. NEGOTIATION AND AWARD OF CONTRACT:

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

XLII. SUCCESSFUL NEGOTIATION OF CONTRACT WITH QUALIFIED OFFEROR:

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

XLIII. FAILURE TO NEGOTIATE CONTRACT WITH BEST QUALIFIED OFFEROR:

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

XLIV. NOTICE OF AWARD:

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

XXXIV. AWARDING OF CONTRACT:

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

XXXV. COMMENCEMENT OF WORK:

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

XLI. RFP ATTACHMENTS:

The following are RFP Attachments and are made part of this RFP.

ATTACHMENT 1

AFFIDAVIT OF DISCLOSING OWNERSHIP AND COMMISSIONS

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

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

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

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

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

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

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

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

Subscribed and sworn to before me

This ____ day of _____, 202__.

NOTARY PUBLIC

My commission expires: _____

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

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

ATTACHMENT 2

AFFIDAVIT OF NON-COLLUSION

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

1. The name of the offering company or individual is [state name of company]
_____.

2. The proposal for the solicitation identified above is genuine and not collusive or a sham. The Offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror or person, to put in a sham proposal or to refrain from making an offer. The Offeror has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the proposal price of Offeror or of any other Offeror, or to fix any overhead, profit or cost element of said proposal price, or of that of any other Offeror, or to secure any advantage against the government of Guam or any other Offeror, or to secure any advantage against the government of Guam or any person interested in the proposed contract. All statements in this affidavit and in the proposal are true to the best of the knowledge of the undersigned. This statement is made in pursuant to 2 GAR Division 4 § 3126(b).

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

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

Subscribed and sworn to before me

This ____ day of _____, 202__.

NOTARY PUBLIC

My commission expires: _____

AG Procurement Form 003 (March 9, 2011)

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

ATTACHMENT 3

AFFIDAVIT Re NO GRATUITIES or KICKBACKS

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

1. The name of the offering firm or individual is [state name of Offeror Company] _____ Affiant is _____ [state one of the following: the Offeror, a partner of the Offeror, and officer of the Offeror] making the foregoing identified bid or proposal.

2. To the best of affiant's knowledge, neither affiant, nor any of the Offeror's officers, representatives, agents, subcontractors, or employees have violated, are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107(e). Further, affiant promises, on behalf of Offeror, not to violate the prohibition against gratuities and kickbacks as set forth in 2 GAR Division 4§ 11107(e).

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

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

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

Subscribed and sworn to before me

This ____ day of _____, 202__.

NOTARY PUBLIC

My commission expires: _____, _____.

AG Procurement Form 004 (March 9, 2011)

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

AFFIDAVIT RE CONTINGENT FEES

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

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

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

Subscribed and sworn to before me

This ____ day of _____, 202__.

NOTARY PUBLIC

My commission expires: _____.

AG Procurement Form 007 (Nov. 9, 2010)

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

ATTACHMENT 5

AFFIDAVIT re ETHICAL STANDARDS

CITY OF _____)
ISLAND OF GUAM) ss.
)

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

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

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

Subscribed and sworn to before me

This ____ day of _____, 202__.

NOTARY PUBLIC

My commission expires: _____

AG Procurement Form 005 (Nov. 9, 2010)

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

FORM E

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

Procurement No. FY2023 RFP 730-5-1058-L-YIG

Name of Offeror Company: _____

I, _____ hereby certifies under penalty of perjury:

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

§ 5801. Wage Determination Established.

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

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

§5802. Benefits.

In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

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

Signature

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

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

ATTACHMENT 7

CONTRACT NO. _____

CONTRACT (SAMPLE)

DRAFT

**Public Works
(Department)**

2023

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

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

Amount:

Place: Yigo, Guam

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

CONTRACT

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

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

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

I. THE CONTRACTOR AGREES to furnish all the necessary services to perform and complete in a workmanlike manner all the work required for Construction Management Services in strict compliance with the contract documents herein mentioned, which are hereby made a part of the contract, including the following addenda:

Addendum No. _____

Dated _____

- (a) Contract Time: The Contractor agrees to commence work under this contract upon written notice to proceed, and to provide complete design review and construction management services as required by this RFP solely for the Department Public Works. Period of performance for the Contractor will be for a period of XXX (XXX) Calendar Days.

II. THE GOVERNMENT AGREES to pay, and the Contractor agrees to accept, in full payment for the performance of this contract, *the contract amount of* _____ *plus* any and all sums to be added and/or deducted resulting from all extra and/or omitted work in connection therewith, as authorized under this RFP all in accordance with the terms as stated in the contract documents.

(a) *Progress payments will be made on a monthly basis by the contacting officer.*

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

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

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

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

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

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

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

the same is situated.

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

X. **INDEMNITY.** Awardee agrees to save and hold harmless the Government, its officers, agents, representatives, successors and assigns and other governmental agencies from any and all suits or actions of every nature and kind, which may be brought for or on account of any injury, death, or damage arising or growing out of the acts or omissions of the Contractor, Contractor's officers, agents, servants or employees under this contract.

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

XII. **CONSENT TO JURISDICTION.** The Contractor hereby expressly consents to the jurisdiction of and the forum of the courts of Guam with respect to any and all claims which may arise by reason

of this Agreement, except as otherwise may be provided by the Guam Procurement Law. The Contractor waives any and all rights it may otherwise have to contest the same or to proceed in a different jurisdiction or forum.

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

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

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

CONTRACTOR:

Date: _____

GOVERNMENT:

VINCENT P. ARRIOLA
Director
Department of Public Works

Date: _____

CERTIFIED FUNDS AVAILABLE:

LINDA J. IBANEZ
Department of Public Works
Certifying Officer

Allotment No.: 5682C211060AR301-230

Amount: \$7,000,000.00

BBMR's APPROVAL:

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

APPROVED AS TO LEGALITY AND
FORM:

DOUGLAS B. MOYLAN
Attorney General of Guam

Date: _____

Date: _____

APPROVED:

LOURDES A. LEON GUERRERO
Governor of Guam

Date: _____

ACKNOWLEDGEMENT OF RECEIPT FORM

DEPARTMENT OF PUBLIC WORKS

Please acknowledge receipt of

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

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

Name of Prospective Offeror

Name of person receiving RFP

Signature

Date

Time

Contact Person regarding RFP

Company/Firm

Title

E-mail Address

Contact Number

Fax Number

Address

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

Superseded General Decision Number: GU20210001

State: Guam

Construction Types: Building, Heavy, Highway and Residential

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

County: Guam Statewide.

BUILDING, HEAVY, HIGHWAY AND RESIDENTIAL

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022.	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
---	--

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

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

Modification Number

0
1

Publication Date

01/07/2022
02/25/2022

* SUGU2020-001 03/05/2020

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

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

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

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISION

EXHIBIT 1

**Site Plan Rendering and Site Plan Designs for the Simon
Sanchez Facility**

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

DRAFT

EXHIBIT 1

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



SSHS MAY 2023

TRMA - ARCHITECT & OWNER AGENT

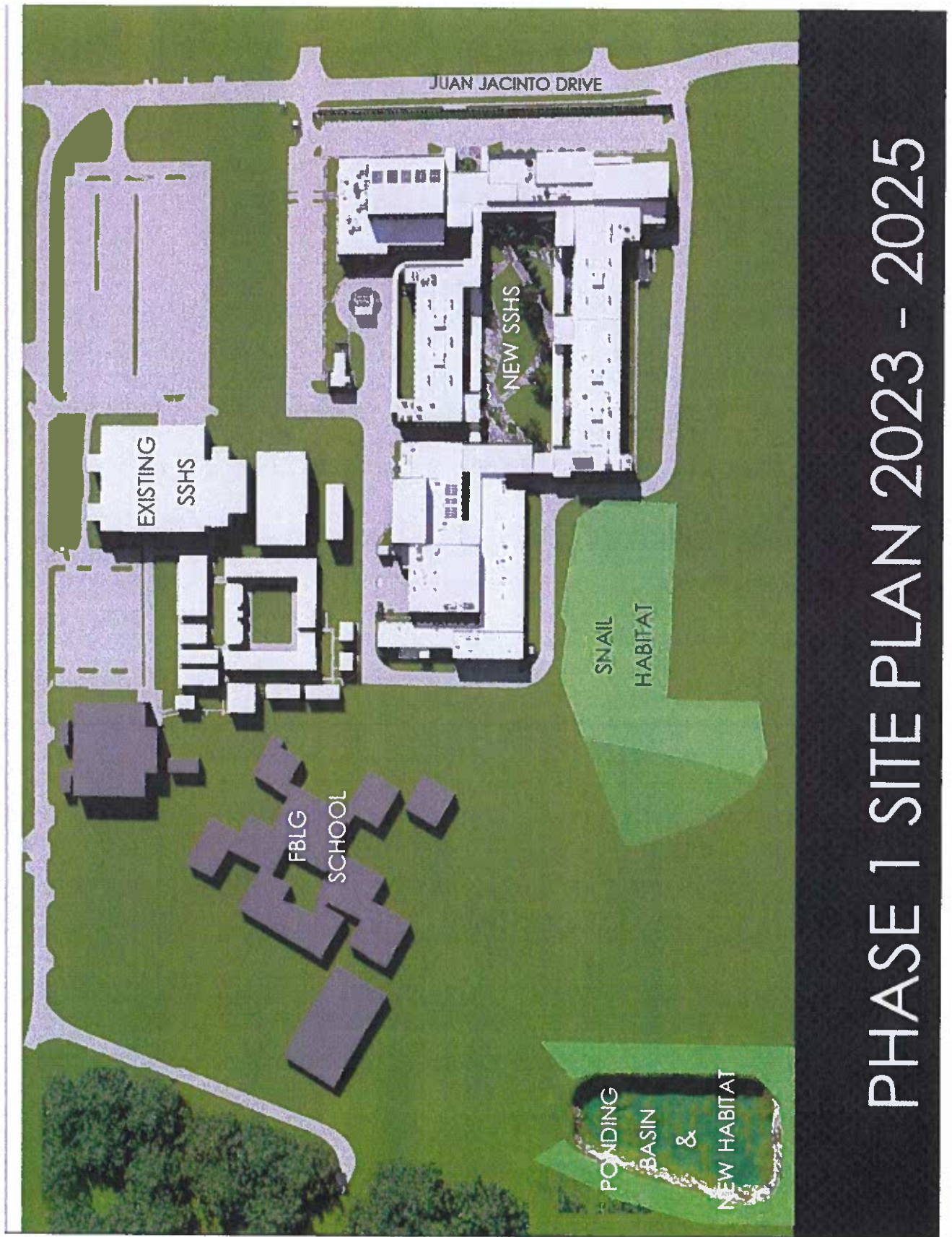
DCA - STRUCTURAL, CIVIL, ENVIRONMENTAL

WM ENGINEERING - MECHANICAL & FIRE
PROTECTION

EMCE CONSULTING ENGINEERS - ELECTRICAL POWER
& LIGHTING

INSYNERGY ENGINEERING - TELECOM &
COMMISSIONING

A/E TEAM

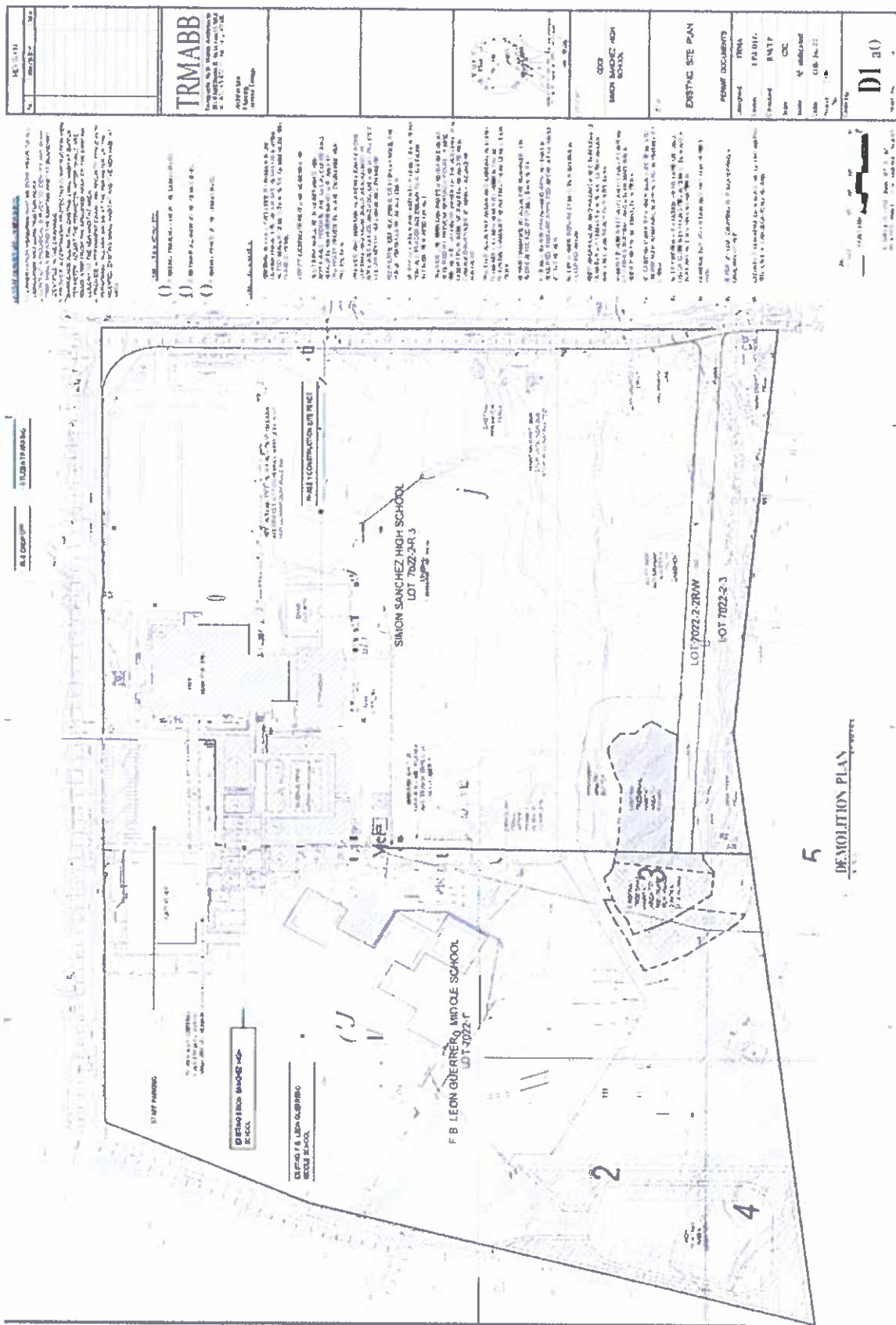


PHASE 1 SITE PLAN 2023 - 2025

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

Taniguchi Ruth Makio Architects

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



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



SITE PLAN (PHASE 2)

A1.2

Simon Sanchez High School Procurement History
Prepared by GEDA 10/24/23

2/10/14	PL 32-120: Added a new Chapter 58D to Title 5 GCA for the renovation or construction of a new SSHS <ul style="list-style-type: none"> • Pledge additional revenue from real property valuation limited to \$5,051,977.98 per year for 30 years
6/15/15	DPW issued RFP 730-5-1055-L-YIG Due date: 8/28/2015
	GEFF selected but negotiations could not conclude due to a protest so RFP canceled
1/25/17	DPW issues RFP 730-5-1056-L-YIG. New RFP covered the construction of a new SSHS campus (P.L. 32-120) plus the maintenance and insurance of 34 other schools (32-121).
4/21/17	Core Tech filed a protest that would require the public auditor to determine that the procurement for insurance and maintenance of other public schools is not authorized by the enabling laws behind the current project, and that a program study needs to be completed 30 days prior to the issuance of an RFP for the repair of other schools
4/30/17	RFP canceled
6/13/17	PL 34-19 passed to amend the SSHS law to clarify terms and definitions to be included in the procurement
7/07/17	DPW issues RFP 730-5-1057-I-YIG
9/7/17	Written protest from Core Tech received stating that all applicable contractual terms and conditions were not included in the RFP
9/18/17	Procurement stay becomes effective
10/2/17	RFP canceled
5/16/18	PL 34-101 designates GDOE as the procuring entity for the SSHS and authorizes GDOE to solicit for A&E services (Lapsed into law)
8/24/18	PL 34-117 appropriates \$1.5 million to GDOE for A&E for the SSHS / Augments \$1.0 million
10/07/20	GDOE awards the A&E contract to Taniguchi Ruth Makio Architects (TRMA) for \$5.7 million
9/12/22	Public Law 36-107 amends the Simon Sanchez legislation, increases the max borrowing to \$166.4 M and increases annual lease payment to \$16.4 M to cover DS, insurance and maintenance. Also inserts GEDA as the issuer of the lease revenue bonds to minimize interest costs and maximize project funds.
1/15/23	100% A&E complete and submitted to GDOE
7/05/23	Public Law 37-22 amends the SSHS legislation by removing GEDA as the issuer of the lease revenue bonds and returns it back to the developer. It also names the DPW as the solicitor for the financing, construction and all the related services for the new SSHS within ninety (90) days of the bill's signing.

2010 JFK \$65.7 MILLION CERTIFICATE OF PARTICIPATION FINANCING TIMELINE

GEDA had been assisting DPW and DOE in finalizing negotiations for the John F. Kennedy High School Leaseback Financing authorized under Public Law 29-114 for the new construction of the high school. Rental payments under the Lease and the Lease-Back were secured by a pledge of Section 30 Revenues or by the General Fund directly.

An RFP was issued November 21, 2008, pre-proposal conference held on December 2, 2008 and closed on January 8, 2009. DPW issued an award letter to IBC with the approval of technical specifications on April 24, 2009. GEDA, in its role as Central Financial Manager, was then tasked to work out the details of the financing terms in order to finalize the contract.

Because of the urgency to close the 2009 General Obligation Deficit Bonds and the 2009 Limited Obligation (Section 30) Bonds, the JFK financing was temporarily reprioritized. Upon completion of the bonds, the process to finalize negotiations on the JFK Leaseback Financing was accelerated due to the GPSS requirement to suspend the double session at GWHS and to finish the construction of the new school year by SY 2010 – 2011 (REFER TO JFK FINANCING CHRONOLOGY).

GEDA, who assisted DPW with the financing component of the Project, essentially had two roles.

- First this transaction was structured with securities that would be sold to investors who relied on lease payments subject to GovGuam appropriation, which is affected by GovGuam's financial condition. In this case complete and up-to-date information about the finances of the General Fund had to be provided to investors under federal municipal securities laws. Oversight of the provision of that information was a primary role played by GEDA, DOA and BBMR.
- Second, GovGuam had a direct financial interest in overseeing the sale of the securities in order to confirm that the lowest possible interest rates and other financing costs were obtained. Hence, GEDA's presence in document negotiations, at investor meetings, and at the pricing of the securities was prudent, in order to oversee that the best interest of the government is protected.

THE FINANCING SCHEDULE

July 15, 2009: IBC/CapFa Meeting with Standard & Poor's. Participants included Underwriters. Participating telephonically were GEDA's Finance team, GEDA Bond Counsel, GEDA Financial Advisor and Legislative Speaker Judith Won Pat.

July 22, 2009: Standard & Poor's releases its rating on the COP's, assigning a "B" to the structure. Financing team began work to finalize documents for investors.

July 29, 2009: Preliminary Offering Statement released to investors.

August 03, 2009: Investor Presentation by CAPFA and GovGuam. Participants included the GEDA Finance Team, BBMR Director, Governor's Legal Counsel, DPW Deputy Director, GEDA Bond Counsel and GEDA Financial Advisor. Scheduled Bond Pricing August 5th and 6th.

August 3rd – 4, 2009: GEDA Finance Team worked with the team to respond to questions from Investors.

August 5, 2009: A protest was filed by Guam Community Improvement Foundation, Inc. GEDA Finance Team was in the middle of pre-marketing the financing to municipal investors.

August 6, 2009: CapFA and GEDA Finance Team agreed to pull the pricing due to the additional credit risk felt by investors due to the Procurement Protest.

August 12, 2009: A Second protest was filed by Guam Education Financing Foundation Inc.

November 27, 2009: The Public Auditor denied Guam Community Improvement Foundation, Inc. appeal.

December 11, 2009: Guam Community Improvement Foundation, Inc. Petition for Alternative Writ of Mandate with the Superior Court of Guam.

January 06, 2010: The Public Auditor denied Guam Education Financing Foundation Inc. appeal.

April 13, 2010: The Superior Court of Guam denied Guam Community Improvement Foundation, Inc. Petition for Alternative Writ of Mandate

Jul 26, 2010 – Amending legislation submitted that would allow the financing to move forward with public offering with an unqualified opinion.

THE FINANCING SCHEDULE ONCE LEGISLATION HAD PASSED Thursday, July 29, 2010 signed by Acting Governor Friday, July 20, 2010.

Week of August 2, 2010 – updated the Preliminary Offering Statement to send to S&P for rating reconfirmation.

Week of August 16, 2010 – Receive reconfirm rating from S&P; Finalize and mail POS; Complete Investor Roadshow.

Week of August 19, 2010 – Pricing and Signing of Bond Purchase Agreement.

The closing for the Certificates did not occur on September 2, 2010 as originally scheduled because the Government of Guam had not received confirmation from the Secretary of the Interior on whether the Secretary has approved the execution and delivery of the Ground Lease

or that such approval is not required. Specifically, the site of the Project was conveyed to the Government by the Secretary in 1952 subject to certain restrictions on the Government's sale, lease or other disposition of the site. The Governor of Guam (the "Governor") issued a written request to the Secretary for such confirmation or approval. The Secretary had not issued that statement until September 8th.

The bonds were consequently closed on September 16, 2010 and the funds were transferred to the CapFA and IBC to begin the demolition, construction and rehabilitation of the JFK campus.

JFK SCHOOL OPENING – After extensive delays due to weather, permitting delays, etc, the JFK campus was transferred to the government in mid-August, 2011 for the school year 2011 – 2012. Although the government had sought for liquidated damages for the delayed opening, it was determined that the delays were reasonable and not subject to additional fines.

***** END OF SUMMARY REPORT *****



EDWARD M. BIRN
Director (Direktot)
ELIZABETH T. FISHER
Deputy Director (Sigunda Direktot)

**DEPARTMENT OF
ADMINISTRATION**
DIPATTAMENTON ATMENESTRASION
DIRECTOR'S OFFICE
(Ufisinan Direktot)
Telephone (Telifon): (671) 475-1101/1250



LOURDES A. LEON GUERRERO
Governor (Maga'håga)
JOSHUA F. TENORIO
Lt. Governor (Sigunda Maga'Idhi)

November 9, 2023

Memorandum

To: K. Erik Swanson, Ph.D., Superintendent
Guam Department of Education
Director, Department of Public Works

From: Director of Administration

Subject: **Simon Sanchez High School**


Buenas yan Hafa Adai!

It is my understanding that pre-construction costs for Simon Sanchez High School (SSHS) total \$10M. It is intended to issue an RFP for this contract.

Fiscal Year 2022 audit shows that GDOE has a fund balance of \$8.5M, however, of that \$824K is restricted, and \$2.2M is committed, leaving an unassigned available balance for SSHS costs of \$5.5M. It is further understood that GDOE can find \$2.0M from the current year's budget, leaving \$2.5M to be funded from other sources.

DOA will work on finding funding for \$2.5M. Meanwhile, your confirmation of the status of this project and the budget figures noted above will be appreciated.

Sí Yu'os Ma'ase!


EDWARD M. BIRN



Vince Arriola <vince.arriola@dpw.guam.gov>

SIMON SANCHEZ HIGH SCHOOL**Edward M. Birn** <Edward.Birn@doa.guam.gov>

Wed, Dec 13, 2023 at 1:55 PM

To: "Dr. Kenneth E. Swanson (Superintendent)" <keswanson@gdoe.net>, "Dr. Mary A.Y. Okada, Ed.D." <mary.okada@guamcc.edu>, "vince.arriola@dpw.guam.gov" <vince.arriola@dpw.guam.gov>, "linda.ibanez@dpw.guam.gov" <linda.ibanez@dpw.guam.gov>, Lester Carlson <lester.carlson@bbmr.guam.gov>, Jason Baza <jason.baza@bbmr.guam.gov>

All:

DPW has indicated that the design RFP is almost ready. Per the decision at the fiscal meeting last week and as discussed with the Governor, the \$10m in the FY24 budget 37-42 Ch. XII, Sec 51 appropriation is to be released to fund the contract. However, the budget law mandates this to be used for operations with no Superintendent transfer authority. GDOE is therefore requested to add this amount to operations budget, freeing \$10m which can be transferred from the regular appropriation Ch II, Part I to cover the RFP.

DPW is requested to circulate the draft RFP and GDOE to make the allocations indicated above.

I will be back on island next week for a possible meeting to discuss this.

EDWARD M BIRN
Director of Administration
edward.birn@doa.guam.gov
(671) 475-1250



Vince Arriola <vince.arriola@dpw.guam.gov>

SIMON SANCHEZ HIGH SCHOOL *File***Dr. Kenneth E. Swanson (Superintendent)** <keswanson@gdoe.net>

Thu, Dec 14, 2023 at 5:22 AM

To: "Edward M. Birn" <Edward.Birn@doa.guam.gov>, "Franklin J.T. Cooper-Nurse" <fjtcooper-nurse@gdoe.net>, "Joann G. Camacho (Deputy Supt., FAS)" <jogcamacho@gdoe.net>

Cc: "Dr. Mary A.Y. Okada, Ed.D." <mary.okada@guamcc.edu>, Jason Baza <jason.baza@bbmr.guam.gov>, Lester Carlson <lester.carlson@bbmr.guam.gov>, "linda.ibanez@dpw.guam.gov" <linda.ibanez@dpw.guam.gov>, "vince.arriola@dpw.guam.gov" <vince.arriola@dpw.guam.gov>

Me. Birn,

We will facilitate the transfer process to put this in place as quickly as possible.

V/R

K. Erik Swanson, PhD
Superintendent
Guam Department of Education
(671)300-1530
keswanson@gdoe.net

15
15 DEC 2023*We are all one crew, there are no passengers on this journey.*

On Wed, Dec 13, 2023 at 1:55 PM Edward M. Birn <Edward.Birn@doa.guam.gov> wrote:

All:

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EDWARD M BIRN
Director of Administration
edward.birn@doa.guam.gov
(671) 475-1250

Guam Department of Education



THE COMMITTEE ON
Infrastructure, Economic Development, Simon Sanchez High School,
Disability Services, Self-Determination and Historic Preservation,
Housing, Public Accountability, and the Guam Buildup

SENATOR ROY A. B. QUINATA, CHAIRPERSON

I Mino' trenta Slette na Liheslaturan Guåhan | 37th Guam Legislature

December 12, 2023

Transmitted Via Email:

vince.arriola@dpw.guam.gov

Vincent Arriola

Director

Guam Department of Public Works

SUBJECT: SSHS Status Update: Informational Briefing Hearing on Tuesday, December 19, 2023 at 3:30 p.m.

Håfa Adai Director Arriola,

The Committee on Infrastructure, Economic Development, Simon Sanchez High School, Disability Services, Self-Determination and Historic Preservation, Housing, Public Accountability, and the Guam Buildup will conduct an **Informational Briefing Hearing on Tuesday, December 19, 2023 at 3:30 p.m.** in the **Public Hearing Room of the Guam Congress Building**. I'm respectfully requesting the information listed below to be presented at the hearing.

3:30 p.m. - SSHS Status Update

- Overview on Construction Management Services
- Update on Request for Proposals (RFP) and Invitation for Bids (IFB)
- Procurement/ Project Timeline
- Financial Projections

The Committee requests your attendance and welcomes extending the invitation to other members of your team who will provide valuable input on the above.

If your office requires any assistance or accommodations that can be provided by my office or the 37th Guam Legislature, please let us know. I appreciate your consideration on this matter. Should you have any questions or concerns, you may contact my office at (671)472-4826 or via email to officeofsenatorquinata@guamlegislature.org.

Senseramente,

Senator Roy Anthony Benavente Quinata

37th Guam Legislature



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

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



Director
LINDA J. IBANEZ
Deputy Director

December 19, 2023

Transmitted Via Email – officeofsenatorquinata@guamlegislature.org

Senator Roy Anthony Benavente Quinata
Chairperson, 37th Guam Legislature
The Committee on Infrastructure, Economic Development,
Simon Sanchez High School, Disability Services, Self-Determination
and Historic Preservation, Housing, Public Accountability,
and the Guam Buildup

Subject: SSHS Status Update: Informational Briefing Hearing on Tuesday, December 19, 2023

Hafa Adai Senators and Members of the Committee,

I am here to present you with an update on the construction of the Simon Sanchez High School. Let me begin with a little background on the involvement of myself and DPW with regard to this. Well over two years ago, while the building plans were being developed, I was invited by the former Superintendent to attend briefing meetings with himself and GDOE staff. I was also joined by Mr. Sabino Flores, a longtime engineer with DPW, now retired. We attended and received updates on the building plans, timelines, cost estimates, etc.

One of the very important issues we both brought up, was the hiring of a Construction Manager to act as the owner's agent and direct representative during building design and construction. Unfortunately, a CM was and has not been brought on board. Subsequently, we weren't included in any of the other meetings.

And so today, we have the building design completed, a law authorizing DPW to begin the procurement of the construction, but no CM. Without the services of a qualified CM, it would be irresponsible to move forward with any form of construction. DPW does not have the staff to perform these technical services for a project of this importance and scale. We have been working on developing an RFP to procure the services of a qualified CM. While it has taken several months, we have been extremely diligent in our efforts to ensure we receive the exact services required. For our purposes, the RFP is essentially completed to procure CM services, and we hope to have it released soonest, pending approval from the Attorney General's office.

For a project of this magnitude, and without the resources within DPW and/or GDOE, clearly the government needs assistance. The CM is expected to review the present design, and assess all the disciplines involved in the design and forthcoming construction. These would include, civil, structural, mechanical, electrical, plumbing, HVAC, refrigeration, etc. A review for potential cost

savings in design and construction is a must. Other issues to be reviewed include, method of construction, materials to be used, construction timelines, and other efficiencies.

Prior to construction, the CM is expected to plan and coordinate all construction activities with the contractor. A clear understanding of the design elements, construction methods, and all the resources involved in the construction is expected between all parties.

During construction, the construction manager is on-site to ensure all aspects of the design are followed correctly, timelines are met, costs are kept to budget, and accountability is ensured throughout the project.

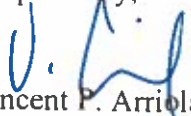
Procuring the services of a CM should've been done a while ago. We could probably be in the IFB for construction phase today. This is a phase in the overall project that is critical and necessary, to assist and protect the government.

The CM is also expected to assist in developing the bid package for the final construction. Until such time as we have a qualified CM on board, and thorough assessments have been made to include possible revisions, I am unable to provide any form of timeline for the bid procurement of actual construction.

With this CM RFP, we're assuming a release date pending AG approval. Ten weeks for proposal submission, evaluation, selection, and contract award. Once awarded, a conservative timeline of at least 90 days is envisioned for review and assessment of the design, construction methods and criteria, and bid development.

This project is of very high priority at the agency. We will continue our efforts to ultimately break ground on the new school and we look forward to your support as well as the entire community.

Respectfully,


Vincent P. Arriola



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

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


public works
DIPATTAMENTON CHE CHO' PU'PLEKO
VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director

December 19, 2023

Transmitted Via Email – officeofsenatorquinata@guamlegislature.org

Senator Roy Anthony Benavente Quinata
Chairperson, 37th Guam Legislature
The Committee on Infrastructure, Economic Development,
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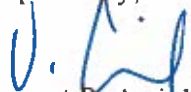
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Respectfully,



Vincent P. Arriola



Vince Arriola <vince.arriola@dpw.guam.gov>

Simon Sanchez High School Construction Management RFP**Randy Romero** <randy.romero@dpw.guam.gov>

Mon, Nov 20, 2023 at 10:28 AM

To: Tom Keeler <tkeeler@oagguam.org>

Cc: Vince Arriola <vince.arriola@dpw.guam.gov>, "John F. Calanayan" <john.calanayan@dpw.guam.gov>, "Reynaldo T. Junio" <reynaldo.junio.dpw@guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, jose.quinata@dpw.guam.com, Jeffery Toves <jeffery.toves@dpw.guam.gov>, Donna Herrero <donna.herrero@dpw.guam.gov>

Tom,

in response to Item 3, the Construction Management Services (CM) is needed prior to the development of the Lease, Finance and Construction of the new SSHS campus. The CM must conduct a constructability review to ensure the design is conflict free and all engineering disciplines are properly coordinated. DPW would need to engage GEDA for the lease and financing scope while the FF&E, Capital Maintenance Program and the bid document development (technical design scope) are programmed in GDOE's contract with TRMA. I will contact TRMA and GDOE to provide the documents.

On Sun, Nov 19, 2023 at 1:28 PM Tom Keeler <tkeeler@oagguam.org> wrote:

Vince,

I provided comments to the draft RFP for Management Services any number of weeks ago. Randy advised he relayed such to DPW-CIP with instructions to finalize the document. It appears nothing much has happened since. Owing to the nature of the procurement, I recommend:

1. DPW hold weekly meetings. Someone, you, Linda or Pep should be present. I am happy to join in the meetings.

2. DPW-CIP needs to revise/finalize the RFP for Management Services ASAP. Possibly DPW can get out this week.

3. DPW-CIP should expedite preparing draft Long-Term Lease, Financing, Construction, FF&E, Ins. and Maintenance documents. It is best that these documents be reviewed and finalized in advance.

Please contact me upon your return to the office. Thanks.

Tom

On Fri, Nov 17, 2023 at 12:09 PM Randy Romero <randy.romero@dpw.guam.gov> wrote:

John,

I met with Tom this morning regarding the SSHS CM RFP. Based on our discussion, I am re-submitting the Draft RFP to your office to execute the proper procurement documents and procedures. Please officially transmit the necessary procurement documents to Tom as he will conduct a re-review of the RFP. Attached are several documents related to this RFP including the RFP Draft.

Thank you,

--

Randy Romero

Building Inspections and Permits Administrator

Guam Department of Public Works

Phone: 671-646-3141

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Donna Herrero <donna.herrero@dpw.guam.gov>

Re: Simon Sanchez High School Construction Management RFP

28 NOV 2023

Tom Keeler <tkeeler@oagguam.org>

Tue, Nov 21, 2023 at 9:13 AM

To: Randy Romero <randy.romero@dpw.guam.gov>

Cc: Vince Arriola <vince.arriola@dpw.guam.gov>, "John F. Calanayan" <john.calanayan@dpw.guam.gov>, "Reynaldo T. Junio" <reynaldo.junio.dpw@guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, jose.quinata@dpw.guam.com, Jeffery Toves <jeffery.toves@dpw.guam.gov>, Donna Herrero <donna.herrero@dpw.guam.gov>

Randy,

I am aware that the CM is needed prior to the other documents. Nonetheless considering the delays in preparing certain documents it may be a good idea to prepare documents in advance.

Thanks.

Tom

[Quoted text hidden]



Gmail

11/20/23

Let me know if you

Want me to print + Randy's attachments

Vince Arriola <vince.arriola@dpw.guam.gov>

Simon Sanchez High School Construction Management RFP

Linda Ibanez <linda.ibanez@dpw.guam.gov>

Sun, Nov 19, 2023 at 8:49 PM

To: Randy Romero <randy.romero@dpw.guam.gov>, Vince Arriola <vince.arriola@dpw.guam.gov>

This email from Tom is very confusing. We meet with him last week and he was suppose to do a write up. Did I hear wrong?

----- Forwarded message -----

From: Tom Keeler <tkeeler@oagguam.org>

Date: Sun, Nov 19, 2023 at 1:28 PM

Subject: Re: Simon Sanchez High School Construction Management RFP

To: Vince Arriola <vince.arriola@dpw.guam.gov>

CC: John F. Calanayan <john.calanayan@dpw.guam.gov>, Reynaldo T. Junio <reynaldo.junio.dpw@guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, <jose.quinata@dpw.guam.com>, Jeffery Toves <jeffery.toves@dpw.guam.gov>, Donna Herrero <donna.herrero@dpw.guam.gov>, <randy.romero@dpw.guam.gov>

Vince,

I provided comments to the draft RFP for Management Services any number of weeks ago. Randy advised he relayed such to DPW-CIP with instructions to finalize the document. It appears nothing much has happened since. Owing to the nature of the procurement, I recommend:

1. DPW hold weekly meetings. Someone, you, Linda or Pep should be present. I am happy to join in the meetings.
2. DPW-CIP needs to revise/finalize the RFP for Management Services ASAP. Possibly DPW can get out this week.
3. DPW-CIP should expedite preparing draft Long-Term Lease, Financing, Construction,

FF&E, Ins. and Maintenance documents. It is best that these documents be reviewed and finalized in advance.

Please contact me upon your return to the office.
Thanks.

Tom

On Fri, Nov 17, 2023 at 12:09 PM Randy Romero <randy.romero@dpw.guam.gov> wrote:

John,

I met with Tom this morning regarding the SSHS CM RFP. Based on our discussion, I am re-submitting the Draft RFP to your office to execute the proper procurement documents and procedures. Please officially transmit the necessary procurement documents to Tom as he will conduct a re-review of the RFP. Attached are several documents related to this RFP including the RFP Draft.

Thank you,

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Randy Romero

Building Inspections and Permits Administrator

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Vince Arriola <vince.arriola@dpw.guam.gov>

Fwd: Simon Sanchez RFP**Randy Romero** <randy.romero@dpw.guam.gov>

Wed, Nov 1, 2023 at 12:59 PM

To: Vince Arriola <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>

See below.

----- Forwarded message -----

From: **Tom Keeler** <tkeeler@oagguam.org>

Date: Wed, Nov 1, 2023 at 11:33 AM

Subject: Re: Simon Sanchez RFP

To: Yolanda Elliott <yelliott@oagguam.org>, <randy.romero@dpw.guam.gov>

Cc: Graham Botha <gbotha@oagguam.org>, Connie Mendiola <cmendiola@oagguam.org>, Fred Nishihira <fnishihira@oagguam.org>

Yolanda,
In general, the RFP is in order. I expect to complete my review tomorrow. I will include you in my response to Randy Romero, DPW.
Tom

On Wed, Nov 1, 2023 at 7:18 AM Yolanda Elliott <yelliott@oagguam.org> wrote:
Hafa Adai

May I please get an update on this RFP. I have to respond to the Senator. Thank you Yolie

Yolanda "Yolie" Elliott

Chief of Staff

Office of the Attorney General of Guam

Administration Division

590 S. Marine Corps Drive Suite 901

Tamuning, Guam 96913

Tel: 671 475-3324 Ext 5008

Website: oagguam.org**Randy Romero**

Building Inspections and Permits Administrator

Guam Department of Public Works

Phone: 671-646-3141

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