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:

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO

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

SSHS 300,000 sq ft

Construction of New Simon Sanchez High School Project Meeting
Agenda; January 3, 2025; 10 am, TEAMS

I. CALL TO ORDER

II. ROLL CALL | ATTENDANCE

III. UNFINISHED BUSINESS

a. Update on TRMA No-Cost Change Order (Contract Amendment for Technical/Performance Specifications for RFP) – GDOE
b. Status of Final FF&E List – GCC portion
c. Review and Update Project Schedule – SSFM

IV. NEW BUSINESS

a. CM Update
   i. CM/TRMA Meeting Update
   ii. CM/GEDA/BBMR/DOA Meeting
      1. Evaluation Criteria
      2. Financing Training
      3. RFP Finance portion
b. Target Timelines / Project Schedule
   i. GDOE NTP for TRMA No-Cost Change Order- 8 weeks AFTER GDOE NTP- **GDOE**
   ii. 1st DRAFT of RFP Working Template- End of December- **CM**
   iii. Review of SSHS Public Law and Ensure Project Ceiling Amount, Debt Service Amount, and Operations & Maintenance Amounts and RFP Legal Language are Adequate- **GEDA/ Governor's Finance Team**
   iv. RFP Target Completion – end March 2025.

V. OPEN DISCUSSION

VI. ACTION ITEMS

VII. NEXT MEETING January 10, 2025

VIII. ADJOURNED

trmca has design w/gdoe
there is other issues needs to be addressed
gdoe needs to allow trma to proceed/sign contract to do subs. work for pushing RFP
GDOE needs to make sure that the 1.5m has the money to pay TRMA. Swanson will confirm.
TRMA & gdoe contract is until 25, but they can do an amendment for extension & continue to 2026
check contract
gdoe to DOA to follow up w/ finding (how much was transferred to CM (Joann Bman)
work w/ geda to walk thru schedule (Week of Jan 8)
there is evaluation
(trma will get final costs by this next wk (Jan 7) legal review
104 Bam RFP Advert to build & construct
(Sw LC) - prep progress design doc
- starting rfq for design build A/E team
survey of design (100k design)
RFP then funding then construction
(3 proposals use presidential/disaster mtg for JFK)
gdoe, dpw, geda, gov. office
connie will email deliverables
trma write to epa about clearances - confirm be sure are dept of agriculture
Work trma to design

1.DDS 1889
John Sculls
check payment
w/ guide

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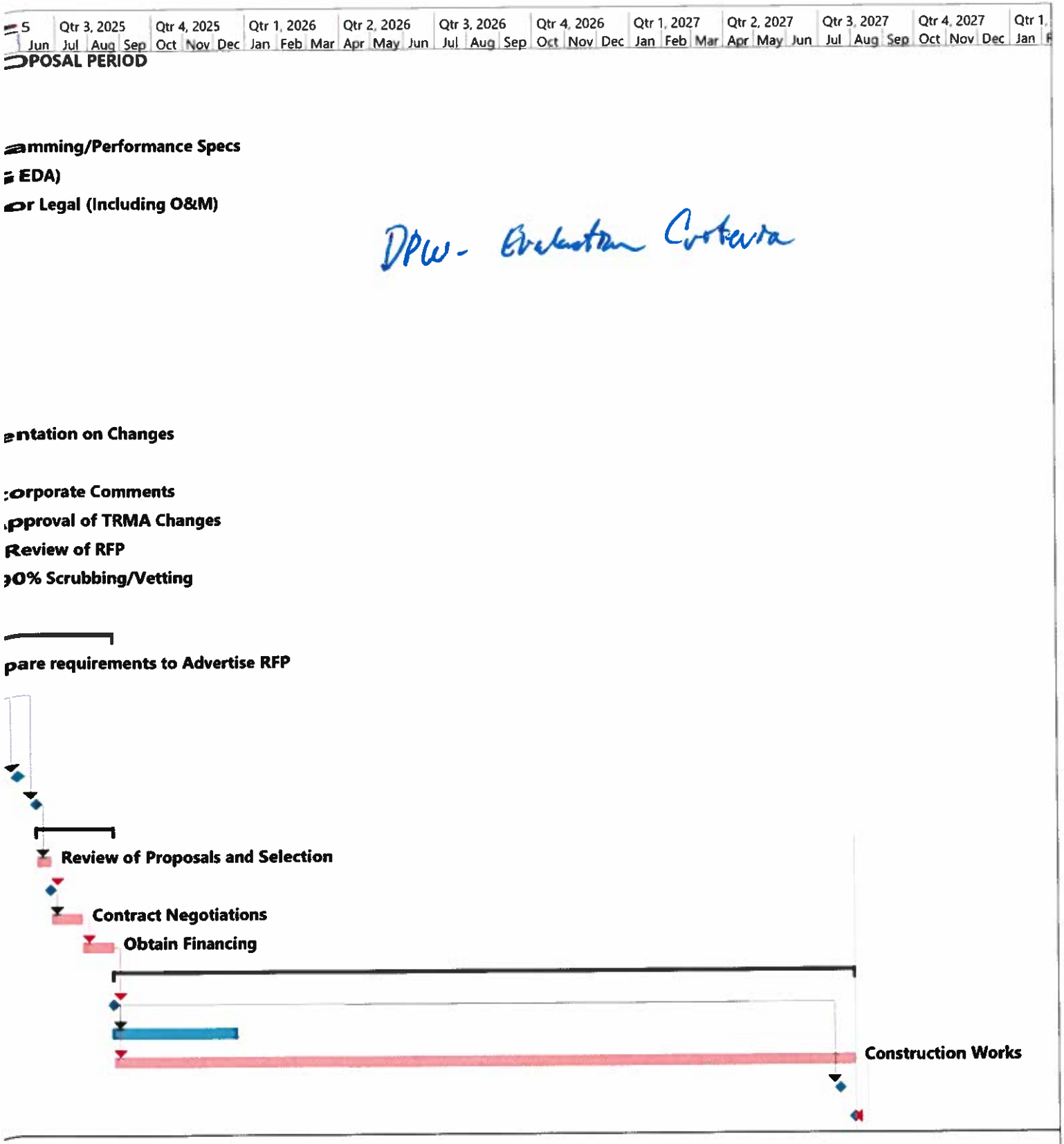
ID	Task Name	Duration	Start	Finish	Predecessors
1	**PRE-REQUEST FOR PROPOSAL PERIOD**	62 days	Tue 10/1/24	Sat 11/30/24	
2	**REQUEST FOR PROPOSAL DEVELOPMENT**	**123 day**	**Sat 11/30/24**	**Mon 3/31/25**	
3	**Draft RFP**	**75 days**	**Sat 11/30/24**	**Wed 2/12/25**	
4	TRMA Programming/Performance Specs	75 days	Sat 11/30/24	Wed 2/12/25	1
5	Finance Portion (GEDA)	30 days	Sat 11/30/24	Mon 12/30/24	1
6	Initial RFP Draft for Legal (Including O&M)	30 days	Sat 11/30/24	Mon 12/30/24	1
7	Seleciton Criteria	30 days	Mon 12/30/2	Tue 1/28/25	6
8	Finalize Draft RFP	0 days	Wed 2/12/25	Wed 2/12/25	4,7
9	**Meetings**	**75 days**	**Sat 11/30/24**	**Wed 2/12/25**	
10	SSFM TRMA Weekly Meeting(Thursday Wee	60 days	Sat 11/30/24	Tue 1/28/25	4SS
11	RFP Working Session (Wednesday Weekly)	60 days	Sun 12/15/2	Wed 2/12/25	8FF
12	Director's Meeting (Friday Weekly)	60 days	Sun 12/15/2	Wed 2/12/25	8FF
13	**Final RFP**	**48 days**	**Wed 2/12/25**	**Mon 3/31/25**	
14	TRMA Presentation on Changes	1 day	Wed 2/12/25	Thu 2/13/25	4
15	Market RFP to Potential Contractors	30 days	Wed 2/12/25	Fri 3/14/25	8
16	TRMA incorporate Comments	15 days	Thu 2/13/25	Fri 2/28/25	14
17	Gov't Approval of TRMA Changes	15 days	Fri 2/28/25	Sat 3/15/25	16
18	Legal Review of RFP	10 days	Sat 3/15/25	Mon 3/24/25	17
19	RFP 90% Scrubbing/Vetting	7 days	Mon 3/24/25	Mon 3/31/25	18
20	Final RFP (Ready for Advertisement)	0 days	Mon 3/31/25	Mon 3/31/25	19
21	**SELECTION SCHEDULE**	**144 day**	**Mon 3/31/25**	**Wed 8/20/25**	
22	Prepare requirements to Advertise RFP	10 days	Mon 3/31/25	Thu 4/10/25	20
23	Advertise/Issue RFP	0 days	Thu 4/10/25	Thu 4/10/25	22
24	Mandatory Pre-Proposal Conference/ Teleconference	0 days	Fri 4/25/25	Fri 4/25/25	23FS+15 days
25	Questions/Clarifications Deadline	0 days	Sat 5/24/25	Sat 5/24/25	23FS+45 days
26	Proposal Submission Deadline	0 days	Sun 6/8/25	Sun 6/8/25	23FS+60 days
27	**Selection**	**74 days**	**Sun 6/8/25**	**Wed 8/20/25**	
28	Review of Proposals and Selection	14 days	Sun 6/8/25	Sun 6/22/25	26
29	Notice of Intent to Award	0 days	Sun 6/22/25	Sun 6/22/25	28
30	Contract Negotiations	30 days	Sun 6/22/25	Mon 7/21/25	29
31	Obtain Financing	30 days	Mon 7/21/25	Wed 8/20/25	30
32	**Construction**	**720 day**	**Wed 8/20/25**	**Wed 7/28/27**	
33	NTP	0 days	Wed 8/20/25	Wed 8/20/25	31
34	Design Verification	120 day	Wed 8/20/25	Tue 12/16/25	33
35	Construction Works	720 day	Wed 8/20/25	Wed 7/28/27	31
36	Final Inspection	0 days	Wed 7/14/27	Wed 7/14/27	33FS+706 days
37	Substantial Completion	0 days	Wed 7/28/27	Wed 7/28/27	35FF



Critical
Critical Split
Task
Split
Milestone
Slippage
Summary
Project Summary
Rolled Up Critical
Rolled Up Critical Split
Inactive Task
Inactive Milestone

Project: Simon Sanchez High School
Prepared by: SSFM

Baseline


S
Qtr 3, 2025
Jun Jul Aug Sep
Qtr 4, 2025
Oct Nov Dec
Qtr 1, 2026
Jan Feb Mar
Qtr 2, 2026
Apr May Jun
Qtr 3, 2026
Jul Aug Sep
Qtr 4, 2026
Oct Nov Dec
Qtr 1, 2027
Jan Feb Mar
Qtr 2, 2027
Apr May Jun
Qtr 3, 2027
Jul Aug Sep
Qtr 4, 2027
Oct Nov Dec
Qtr 1,
Jan
POSAL PERIOD
amming/Performance Specs
EDA)
or Legal (Including O&M)
DPW - Evaluation Criteria
ntation on Changes
orporate Comments
pproval of TRMA Changes
Review of RFP
0% Scrubbing/Vetting
pare requirements to Advertise RFP
Review of Proposals and Selection
Contract Negotiations
Obtain Financing
Construction Works
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
External Tasks
External Milestone
Deadline
Progress
Schedule
Thu 1/2/25

SSFM International
Innovate | Adapt | Sustain

The Construction of Simon Sanchez High School
Project No.: 730-5-1058-L-YIG
Project Meeting

Date: January 3, 2025
Time: 11:00am – 12:00nn (ChST)
Location: DPW FHWA Conference Room / MS TEAMS Virtual Conferencing

I. ATTENDEES (Refer to Attached Sign-In Sheet):

II. DISCUSSION TOPICS

1. INTRODUCTORY MESSAGE FROM VA (DPW)
   a. Vince opened the meeting by welcoming everyone and wishing them a Happy New Year. He highlighted the importance of adhering to project timelines and emphasized the immediate priority: releasing the RFP, which is currently targeted for March. Vince stressed the need to avoid slippages in the schedule and encouraged efforts to accelerate timelines where possible without compromising due diligence or quality. He reaffirmed that the RFP release is critical to initiating subsequent phases, including evaluation, selection, contracts, and construction, and asked for any objections before proceeding with discussions.

2. UNFINISHED BUSINESS:
   a. TRMA "No Cost" Change Order (Contract Amendment to Provide Technical Performance Spec for RFP)
      i. GLG (SSFM) outlined that the project release is planned for the end of March, but there are critical milestones before that, including the legal review of the RFP and finalizing details with TRMA. He emphasized the need to confirm TRMA's commitment to begin the eight-week work required for the RFP preparation.

      ii. Contract Details:
         - CC (TRMA) explained that the remaining balance of the contract ($1.5 million) would be reallocated to TRMA's updated responsibilities, moving from design work to preparing the RFP.
         - ES (GDOE) expressed concerns about whether the $1.5 million is still available, as the contract had spanned multiple superintendents and years.

      iii. Funding Confirmation:
         - ES (GDOE) to confirm whether the remaining $1.5 million balance is still available or has been spent elsewhere. VA (DPW) and CC (TRMA) discussed that the funds should still be intact, but confirmation is needed.

      iv. Contract Terms and Amended Contract:
         - LI (DPW) asked for clarification about the contract's terms, specifically the duration and extension provisions. CC (TRMA) clarified that the current contract runs until 2025, with an option to extend to 2027 or 2028.

      v. Next Steps:
         - EH (SSFM) stressed the urgency of confirming funding and getting the project moving, as the timeline is already tight. Once the funding is confirmed, the work on the RFP and other tasks can proceed.

b. FF&E List
   i. GLG (SSFM) mentioned that he had sent an email to Dean Williams at GCC regarding their responsibility for the GCC listing of equipment and funding and currently awaiting a response.

c. Project Schedule
   i. Glenn re-emphasized that the project is targeting the end of March for completion, with a dynamic schedule that will adapt as the project progresses. He outlined key tasks to complete in the interim, including getting the evaluation criteria from VA (DPW) and finalizing the document for legal review once it reaches 90% completion.

   ii. EH (SSFM) added that that once the funding confirmation for TRMA is received, the updated project schedule will be shared. The schedule is currently fluid and depends on TRMA's green light and discuss with TRMA to determine how to adjust the schedule to meet deadlines and will send the updated schedule to everyone involved.

3. NEW BUSINESS

a. CM / TRMA Meeting Update
   i. Cost Breakdown and Budget
      - EH (SSFM) provided an update on the project's cost estimates. While the law caps construction costs at $166 million, the actual available funding is about $146 million after accounting for $20 million in capital expenditures for the first two years of financing.
      - Of the $146 million, $134 million is allocated for the base bid, not including additives, and approximately $10 million for FF&E (furniture, fixtures, and equipment). FF&E funding is planned to come from both GDOE and GCC separately. The cost estimates are based on a 2023-2024 construction timeline, which may be outdated and will need adjustments.

   ii. RFP Flexibility
      - EH (SSFM) emphasized the need for flexibility in the RFP to accommodate potential cost savings and allow for the inclusion of additional items, such as shower and bathroom facilities to meet the 2,000-room capacity requirement. The strategy involves setting up the RFP in a way that allows for negotiations with contractors to potentially reduce costs in specific areas while maximizing value.

   iii. Market Conditions
      - The market will play a role in determining cost savings and adjustments, and the TRMA contract structure will help with flexibility in negotiations.

b. CM/GEDA/BBMR/DOA Meeting Update
   i. RFP Progress
      - GLG (SSFM) provided an update that the financing portion of the RFP is with the bond council, and they expect to receive it by next week. The construction and programming aspects of the RFP are being worked on, with the JFK portion draft already completed. This draft will be passed to CC (TRMA) for populating with the construction details.
      - The O&A draft is also ready, and once all pieces are put together, they will proceed with adding items that are required to make Simon Sanchez High School whole with everything they need, including the additives.
      - VA (DPW) suggested scheduling a workshop where all involved parties can work through the RFP document page by page to ensure all details are covered. This session should include legal

representatives to ensure alignment with the law and procurement processes. The session will aim to merge the financing, construction, and design components of the RFP and streamline the procurement process.

- GLG (SSFM) proposed tentatively scheduling the working session for **mid to late February**, depending on when the necessary documents are ready. If the financing portion is not fully ready by then, they will move forward with what is available and figure out the next steps.

ii. Finance Training

- GLG (SSFM) emphasized the importance of understanding "Cap I" (bridge financing) and how it relates to construction financing. This will help the team avoid surprises when assembling the financial package.
- VA (DPW) requested clarity on the bonding process and the nuances of fees and financing.
- EH (SSFM) clarified that the $166 million budget includes $12 million for "Cap I" (financing charges), leaving $146 million for the actual construction costs.
- TG (GEDA) confirmed that she plans to gather final comments by Tuesday next week, with the training session tentatively scheduled for Wednesday.

c. Discussion on TRMAs 8-week Schedule:

i. Draft Programming Document

- CC (TRMA) explained the team will extract critical information from the 100% design submitted to GDOE and create a streamlined summary.
- The document will balance essential, non-negotiable design features with flexible elements, allowing cost-effective adjustments by the A&E team and contractor.

ii. Streamlining the process

- The programming document aims to simplify the design and review phases for the design-build A&E team. It will include site plans and summaries to aid in price preparation while minimizing the potential for excessive questions.

iii. Anticipation of Challenges:

- VA (DPW) raised concerns about the number of questions that could arise, citing a recent project (the bio lab) with over 260 questions. Given the size and complexity of the school project (300,000 sq. ft.), TRMA expects a significant number of questions but aims to mitigate them through thorough documentation.

d. Finance Side Legal Review and Scoring Methodology

i. TG (GEDA)confirmed that the legal review and suggested scoring criteria for the financing proposal would be completed by next week.

ii. The RFP will include distinct scoring mechanisms for both the financing and construction proposals.

iii. The two scores will be integrated to determine the best overall score, ensuring a balanced evaluation process.

e. Proposer Presentation:

i. VA (DPW) raised the possibility of requiring presentations by prospective proposers.

ii. TG (GEDA) confirmed that for previous projects like JFK, proposers were required to present, typically as part of a multi-step evaluation process.

iii. Presentations served to validate compliance with RFP requirements (e.g., adequate classrooms, structural integrity) and evaluate the proposer's experience and qualifications.

f. Government Representation in Presentations:
   i. For JFK, presentations involved representatives from GDOE, GEDA, and the Governor's Office.

   ii. The process aimed to ensure proposers met performance criteria and aligned with government priorities.

g. Evaluation Weightage and Criteria
   i. JFK RFP scoring was 70% based on financing and 30% on construction and maintenance.

   ii. Proposers were evaluated for their financing capabilities, experience in running schools, and submission quality.

h. Financial and Credit Assessment:
   i. Proposers provided five years of audited financials for JFK.

   ii. Experience and financial stability were assessed through a review of their financial statements and other documentation.

   iii. No formal credit check was conducted but market participation and credibility were verified.

i. Use of "RFP" over "IFB"
   i. GB (SSFM) emphasized the importance of using the correct terminology—Request for Proposals (RFP)—to avoid confusion, especially in media coverage.

   ii. VA (DPW) reiterated that the procurement process will involve an RFP, not an Invitation for Bid (IFB).

j. Environmental Clearance (NEPA and Others):
   i. VA (DPW)raised concerns about potential delays due to unresolved environmental or regulatory issues during project execution.

   ii. CC (TRMA) confirmed that the initial environmental report was completed as part of the design process and is still valid, with no significant issues expected. However, the snail information might require an update.

k. Proactive Communication with Agencies:
   i. VA (DPW) suggested reaching out to relevant agencies to confirm the validity of previous approvals and ensure they remain valid for 3–5 years to avoid last-minute delays.

l. Key Agencies and Permits:
   i. EPA: Ensure no additional environmental concerns arise when construction begins.

   ii. Department of Agriculture: Snail-related concerns were cleared but require reconfirmation.

   iii. SHPL: No issues identified, and clearances have been obtained.

m. GEDA and DPW Coordination:
    i. Coordination with GEDA and DPW was discussed as critical for ensuring all required approvals are in place and up to date.

III. ACTION ITEMS

1. DPW:
    a. Follow up with Dr. Swanson and Cedric to ensure the confirmation of the $1.5 million balance is provided.

2. GEDA
    a. Gather final comments and conduct training on "Cap I" financing.
    b. Legal review and finalize scoring criteria for the financing proposal.
    c. Define requirements for proposer presentations and involve government representatives. (w/ DPW)
    d. Provide feedback from the bond council and financial advisor in the next meeting schedule.

3. GDOE
    a. Confirm the availability of the $1.5 million remaining balance in the TRMA contract.

4. TRMA
    a. Confirm readiness to begin the eight-week work required for RFP preparation.

5. SSFM:
    a. Follow up with Dean Williams (GCC) regarding the GCC listing of equipment and funding.
    b. Share the updated project schedule after funding confirmation from TRMA.
    c. Review cost estimates and ensure flexibility in the RFP for cost adjustments.
    d. Schedule a workshop with all parties to review the RFP page by page.

IV. NEXT MEETING: January 10, 2024, at 11:00am Guam Time

V. MEETING ADJOURNED AT 10:45am Guam Time

SIGN- IN SHEET

Project: Construction of the New Simon Sanchez High School
Purpose: Weekly Project Meeting
Date: Friday, January 3, 2025 **Time:** 10:00AM
Location: DPW FHWA Conference Room / SSFM, Microsoft Teams

** Joined Virtually

Y/N	Organization	Name	Email Address	Initials
	DPW	Vicente Arriola	vince.arriola@dpw.guam.gov	
Y	DPW	Linda Ibanez	linda.ibanez@dpw.guam.gov	**
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	DPW	Valarie San Nicolas	valarie.sannicolas@dpw.guam.gov	
	DPW	John Calanayan	john.calanayan@dpw.guam.gov	
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	GEDA	John San Nicolas	jsannicolas@investguam.com	**
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	TRMA	Elmer Prudente Jr.	EPrudente@trguam.com	
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	SSFM	Alvin Bejosa	abejosa@ssfm.com	
Y	GDOE	Melvin Finona		**
Y	GDOE	Ron Canos		**
Y	GDOE	Keith Quiambao		**
Y	SSFM	Maegan Catahay		**
Y	TRMA	Mike Makio		**

Gmail

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

SSHS Meeting - Finance Team re DRAFT documents

Tina Garcia <cgarcia@investguam.com> Mon, Jan 6, 2025 at 9:53 AM
To: Lester Carlson <lester.carlson@bbmr.guam.gov>, Edward Birn <edward.birn@doa.guam.gov>, Vincent Arriola <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, Glenn Leon Guerrero <gguerrero@ssfm.com>, "K. Erik Swanson PhD" <keswanson@gdoe.net>, Melanie Mendiola <mel.mendiola@investguam.com>, Carlos Bordallo <carlos.bordallo@investguam.com>
Cc: John San Nicolas <jsannicolas@investguam.com>, Angelene Rios <angelene.rios@investguam.com>, Celia Anderson <celia.anderson@investguam.com>, Donna Herrero <donna.herrero@dpw.guam.gov>, Connie Garrido <cgarrido@ssfm.com>, "John Y. Wang" <jwang@orrick.com>, Frank Perdue-Rossi <perdue@montaguederose.com>

Hafa Adai all!

Please advise if you will be available to join a meeting this week Wednesday, January 8th at 2pm here at the GEDA conference room, to discuss the financial details tied to the SSHS Procurement.

We expect to get feedback from our bond counsel and our financial advisor regarding (i) the financial language to be included in the SSHS RFP and (ii) proposed evaluation scoring (note DRAFT documents attached for your easy reference). We hope to have this information by tomorrow which I will send out to the team as soon as GEDA receives the information.

Should this time be an issue, please let me know.

Senseremente,
Tina Garcia
Public Finance Manager

590 S. Marine Corps. Drive, Suite 511
Tamuning, GUAM 96913
T 671 647 4332
F 671 649 4146
E tina.garcia@investguam.com
W investguam.com

Vad
- Will attend.
- Got an email Lrst.

07 JAN 2025

2 attachments

SSHS RFP - comments to FINANCIAL PORTION OF SSHS _102324.docx
41K

Lease Financing Evaluation.docx
25K

FINANCIAL PORTION OF SSHS

I. FINACIAL DESCRIPTION

LEASEBACK

Leaseback agreement. The Government of Guam, through the Guam Department of Education, as Lessor, shall enter into a leaseback agreement which the Government of Guam shall lease the Simon Sanchez High School property for a period of thirty (30) years at a cost of one dollar ($1) per year and Lessee shall lease back said property to the Government of Guam at the lease payment offered and accepted through this IFB for use as an educational facility.

Pursuant to 5 GCA §58D103(b), at the expiration of the lease-back period, the government of Guam property and the education facility that is renovated or constructed on the government of Guam property will revert to the government of Guam with no further obligations to the Contractor/Bidder.

Pursuant to 5 GCA §58D108, the purpose of the leaseback and financing is to assure the Government of Guam pays the lowest possible interest rate so that the cost to the Government of Guam of financing the design, renovation or construction of an education facility, amortized through the lease-back payments from the government of Guam to the Contractor/Bidder will be lower than regular commercial rates.

Key Lease Terms. The Government of Guam through the Guam Department of Education shall pay the Lessor, on an annual basis for all lease payments due in accordance with the terms of the contract, which may include any payments to GEDA or the Bidder due under the contract, and in accordance with applicable laws. Such portions of lease payments or forms of payments owed to the Bidder under the contract may be assigned by the Lessor.

All payments shall be made in accordance with Chapter 58D of Title 5 of the Guam Code Annotated. The Lessor shall submit one (1) annual invoice in **original** form, for lease payments due.

Non-Appropriation Clause: In event that sufficient funds are not appropriated by the Government prior to the beginning of any Renewal Term for the payment of the Base Rentals on the Base Rental Payment Dates and reasonably estimated Additional Rental Payment Dates and reasonably estimated Additional Rentals payable during such Renewal Term, or (b) are otherwise not legally available for such purpose, then an Event of Non-Appropriation shall be deemed to have occurred.

If an Event of Non-Appropriation has occurred, the Government shall not be obligated to make payment of the Base Rentals or Additional Rentals provided for herein beyond the last day of the Renewal Term during which such Event of Non-Appropriation occurs, except for the Government's obligation to pay Rentals which are payable prior to the termination of the Lease.

If the Government fails to perform as Lessee under the lease or decides not to appropriate lease payments, 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 § 58D105. However, once the term

of the ground lease expires, the Government is entitled to repossession of the site together with all improvements on the site free and clear of any interest.

If the Government loses the use of the leased facility under certain circumstances, lease payments will be made only during the times GDOE has full use of the leased facility. This could result in partial lease payments for the entire contract period.

Bidder must be able to provide capital maintenance for the new Simon Sanchez High School and must also provide fire, earthquake and vandalism insurance.

Bidder must obtain all required property, liability and workmen's compensation insurance.

FINANCE

Bidder must be able to fully finance the construction of the new Simon Sanchez High School. Bidder will work with the Guam Economic Development Authority (GEDA) to finance the construction of a new Simon Sanchez High School at the most favorable terms available to the Government.

Supplemental Information

i. Pursuant to §58D108 of Title 5 of the Guam Code Annotated, I *Liheslaturan Guahan* authorized to lease the school property to a contractor in an aggregate principal amount not to exceed One Hundred Sixty-Six Million Three Hundred Sixty-Five Thousand Dollars ($166,365,000), for one or more of the following purposes: (1) financing the design, renovation or construction, and maintenance of an education facility, (2) financing any capitalized interest relating to the bonds, (3) funding a reserve fund with respect to the bonds, and (4) paying expenses relating to the authorization, sale and issuance of the bonds, including without limitation, printing costs, costs of reproducing documents, credit enhancement fees, underwriting, legal, feasibility, financial advisory and accounting fees and charges, fees paid to banks or other financial institutions providing credit enhancement, costs of credit ratings and other costs, charges and fees in connection with the issuance, sale and delivery of the bonds, subject to the following additional conditions:

   i.) The terms and conditions of the bonds shall be as determined by *I Maga'hagan Guahan* by the execution of a certificate or indenture authorizing the issuance of the bonds; provided, however, that the bonds shall mature not later than thirty (30) years after their date of issuance, shall bear interest at such rates and be sold for such price or prices as shall result in a yield to the bondholders that does not exceed eight and one-half percent (8.50%) per annum;

   ii.) Any such pledge or reservation authorized hereunder shall be valid and binding from the time the pledge or reservation is made; and

   iii.) The bonds will not be "public indebtedness" as that term is defined in 48 USC §1423(a), §11 of the Organic Act of Guam.

ii. Rental Payments from Lawfully Available Moneys

   i.) Rental payments under the lease and the lease-back, as well as funding required to support the activities set forth in Title 5 GCA Chapter 58D, shall be reserved

and payable from any lawfully available moneys of the government of Guam, and may be secured by a pledge or other reservation of such moneys on an annual basis.

ii.) Any such pledge or reservation authorized hereunder shall be valid and binding from the time the pledge or reservation is made, and shall be limited to the sum of Sixteen Million Three Hundred Seventy-Seven Thousand One Hundred Twenty-Five Dollars ($16,377,125) per year during the pre-development, construction, and lease-back period.

II. FINANCIAL EVALUATION PORTION

GDOE shall award this lease-back contract as a result of this IFB based upon a responsive offer submitted by a responsible offeror (bidder) whose offer results in the lowest annual aggregate leaseback payment, inclusive of finance and capital maintenance cost, to the government of Guam for a fixed thirty (30) year term. *See* 5 GCA §58D.

GDOE intends to award the project to the bidder submitting the lowest, most responsive and responsibly priced bid. The price(s) for the proposed project shall be provided in the Bid Form and sealed in a separate envelope that is clearly marked "**Priced Bid**."

Only bidders with **acceptable** unpriced technical offers will have their Priced Bids evaluated.

The following outlines the requirements for priced bid submittals:

Bidders must organize their submittal into the sections delineated below, with tabs separating each section. Upon a determination that Bidder meets the requirements for inclusion on the Qualified Bidders List, only then shall all Bidders priced submittals be opened.

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that submittals be organized in the following manner:

a. General Information:

- Bidder shall work with Guam Economic Development Authority (GEDA) to finance the construction of the new Simon Sanchez High School and to provide the necessary collateral equipment for the school.
- Bidder must be able to construct the new Simon Sanchez High School based on the design completed by TRMA and approved by GDOE within a period not to exceed seven-hundred thirty (730) days from date of notice to proceed.
- Bidder must be able to provide capital maintenance for the school for the duration of the lease agreement, subject to funding by annual legislative appropriation.
- Priced Bids must be submitted in a sealed envelope labeled "SEALED BID".

b. Bidder shall submit the following:

- Narrative description of the approach for constructing the project, including a work plan to sequence construction work to avoid closure of the existing

campus, double session, and utility service disruption. Plan must insure that GDOE is able to fulfill its instructional day mandate as set forth in Public Law 28-45.

- Narrative description of the work plan for operating and maintaining the facility throughout the duration of the leaseback agreement.
- Narrative description of the approach for financing the project, including construction and term financing to include the project's projected financial structure, expected source of debt and equity financing, and estimated capital cost.
- Narrative description outlining the method of operation, operational structure, and services to be provided by the Bidder to finance and operate the lease.
- Term Sheet to include all interest charges, fees, expenses and conditions.
- Description of estimated time line for the issuance of this lease and Bidder's ability to conduct transaction in a timely matter. Please feel free to outline certain variables that may have an impact on this financing
- Bid Bond. A bid bond in the amount of not less than fifteen percent (15%) of the bidder's total bid price must be included with the sealed priced bid. The Bid Bond shall be enclosed in the SEALED BID envelope and will be considered as a companion document to the SEALED BID.

III. FINANCING SCOPE OF WORK

As the Guam Economic Development Authority ("GEDA") serves as the central financial manager and consultant for the Government of Guam ("Government") and those agencies or instrumentalities of the Government requiring financial guidance and assistance, GEDA is required to participate in any and all market related activities. The Bidder shall work with the GEDA during the finance phase of this procurement to provide funds for the design (including architectural and engineering), renovation or construction of Simon Sanchez High School and to provide furniture and equipment. Any fees or expenses incurred by GEDA during this phase shall be covered by the financing.

The Bidder must also be able to provide capital maintenance and insurance for the school as a result of this IFB for the duration of the lease agreement. Funding shall be by annual legislative appropriation. The Bidder shall be evaluated on the following:

a. Responsiveness of bid
b. Ability of Bidder to offer suggestions on various arrangements for service and maintenance contracts in support of the upkeep and service of the leased facility. Please provide detail on suggested payment arrangements.
c. Ability of Bidder to allow the purchase of the leased school facility by Lessee at any time during the lease period. Please provide detail on pre-payment arrangement scenario.
d. Non-Appropriation Clause (defined): In event that sufficient funds (a) are not appropriated by the governing body of the Government Body prior to the beginning of any Renewal Term for the payment of the Base Rentals on the Base Rental Payment Dates and reasonably estimated Additional Rentals payable during such Renewal Term, or (b) are otherwise not legally available for such purpose, then an Event of Non-appropriation shall be deemed to have occurred. If an Event of Non-appropriation shall occur, the Government Body shall not be obligated to make payment of the Base

Rentals or Additional Rental's provided for herein beyond the last day of the Renewal Term during which such Event of non-appropriation occurs, except for the Government Body's obligation to pay Rentals which are payable prior to the termination of the Lease.

FINANCING BIDDER QUALIFICATION

Bidder shall be a Developer, Contractor or Finance Company who may be subject to Guam Licensing Laws, however, must be licensed to do business within Guam prior to the submission of proposal.

a. Bidder must have and be willing to commit sufficient staff, resources, and capital to finance, develop, perform and deliver the services required by this IFB, in accordance with the terms and conditions specified herein.

b. Bidder must have knowledge in the municipal leaseback business. Examples should be provided or proposal to complete this financing.

c. Bidder must have knowledge in managing municipal leases for schools or related public and private buildings. Examples should be provided or a detailed proposal be provided to manage this project.

d. The following minimum criteria shall be met:

1. Bidder shall be a Developer, Contractor or Finance Company who may be subject to Guam Licensing Laws, however, must be licensed to do business within Guam prior to the submission of proposal.

2. Bidder must have and be willing to commit sufficient staff, resources, and capital to finance, develop, perform and deliver the services required by this IFB, in accordance with the terms and conditions specified herein.

3. Bidder must have knowledge in the municipal leaseback business. Examples should be provided or proposal to complete this financing.

4. Bidder must have knowledge in managing municipal leases for schools or related public and private buildings. Examples should be provided or a detailed proposal be provided to manage this project.

PLEDGED GENERAL FUND REVENUES

Rental payments under the lease and the lease-back may be secured by pledge or other reservation of revenues payable from any lawfully available monies of the government of Guam, and may be secured by a pledge or other reservation of such monies on an annual basis.

Question: Should we put information on General fund Revenues or just attach the latest GovGuam Un-audited financials?

EVALUATION FORM

Project Name:

Project No.:

Consultant Name: _____

Name of Evaluator "A": _____

Department: _____ Section: _____

Municipal Leasing and Financing Proposal, Part I				
Item No.	Evaluation Criteria	Percentage %	Grade Points	Remarks
a.	Term Sheet to include all interest charges, fee and expenses	10		
b.	Responsiveness of proposal.	10		
c.	Ability of Lessor to lease to Lessee the facilities described in the Technical Specification, Part II of the RFP.	15		
d.	Ability of Lessor to structure municipal leases from $50,000,000.00 to over $300,000,000.00. Please provide examples of the leases financed.	5		
e.	Ability of Lessor to offer suggestions on various arrangements for services and maintenance contracts in support of the upkeep and service of the lease facility. Please provide detail on suggested payment arrangement scenario.	10		
f.	Ability of Lessor to allow the purchase of the leased school facility by Lessee at any time during the lease period. Please provide detail on pre-payment arrangement scenario.	2		
g	Ability of Lessor to allow Lessee to cancel the lease obligation, without penalty, at the end of the current fiscal year in which appropriations were last budgeted, or otherwise made legally available, in the event budgetary funds become unavailable in future years.(Event of non appropriation).	5		

	Non-Appropriation Clause (defined): In the event that sufficient funds (a) are not appropriated by the governing body of the Government Body prior to the beginning of any Renewal Term for the payment of the Base Rentals on the Base Rental Payment Dates and reasonably estimated Additional Rentals payable during such Renewal Term, or (b) are otherwise not legally available for such purpose, then an Event of Non-appropriation shall be deemed to have occurred. If an Event of Non-appropriation shall occur, the Government Body shall not be obligated to make payment of the Base Rentals or Additional Rentals provided for herein beyond the last day of the Renewal Term during which such Event of non-appropriation occurs, except for the Government Body's obligation to pay Rentals which are payable prior to the termination of the Lease.			
h	Ability of Lessor to provide 100% financing for the facility, including design, construction, maintenance and other related costs to complete the projects as per required in the RFP. Please provide examples of experience involved in similar financing.	10		
i	Ability of Lessor to develop a payment schedule that can be structured on an annual basis. Please provide example of payment scenario.	3		
Total percentage/points for the Municipal Leasing and Financing, Part I				

Technical Specifications, Part II				
Item No.	Evaluation Criteria	Percentage %	Grade Points	Remarks
j.	Company's Experience: Company history,	15		

Gmail

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

DPW SSHS: Simon Sanchez HS RFP Draft Working Files

Connie Garrido <cgarrido@ssfm.com> Mon, Jan 6, 2025 at 3:08 PM
To: Cedric Cruz <CCruz@traguam.com>, Elmer Prudente <EPrudente@traguam.com>, Michael Makio <Mmakio@traguam.com>, Tina Garcia <cgarcia@investguam.com>, Tom Keeler <tkeeler@oagguam.org>
Cc: DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>, "Vincent P. Arriola" <vince.arriola@dpw.guam.gov>, Valarie San Nicolas-Cruz <valarie.sannicolas@dpw.guam.gov>

Hafa Adai,

Transmitting the attached Draft SSHS RFP working files (subject to change). Track Changes are enabled.

Si Yu'os Ma'åse'

Connie Garrido | Office Administrator/Project Coordinator

SSFM International

Innovate | Adapt | Sustain

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cgarrido@ssfm.com | www.ssfm.com

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8 attachments

241230 SSHS 00 REQUEST FOR PROPOSAL glg gb.docx
63K

241227 SSHS 01 INSTRUCTIONS FOR PROPOSER glg.docx
28K

241227 SSHS 02 GENERAL STATEMENT OF WORK glg.docx
54K

241227 SSHS 03 ATTACHMENT A glg.docx
30K

241227 SSHS 04 ATTACHMENT B glg.docx
43K

241227 SSHS 05 ATTACHMENT C glg.docx
37K

241227 SSHS 06 GENERAL CONDITIONS glg.docx
54K

250106 SSHS Insurance_Maintenance Agreement glg.docx
74K

REQUEST FOR PROPOSAL

CONSTRUCTION OF NEW SIMON SANCHEZ HIGH SCHOOL FINANCE, DEMOLITION, DESIGN, BUILD, MAINTAIN, LEASEBACK (FDDBML) FINANCING

PROJECT NO. SSHS XXXX

I. INTRODUCTION

1. EXECUTING AGENCY

The Governor of Guam through the Department of Public Works (DPW) and with the assistance of the Guam Economic Development and Commerce Authority (GEDCA) hereby issues this Request for Proposal (RFP) for a Finance, Demolition, Design, Build, Maintain and Leaseback Project (FDDBML) for One (1) New High School in Yigo.

All proposals submitted under this RFP must comply with Government of Guam requirements incorporated specifically in the FDDBML invitation, or if silent in the RFP, as applicable under Guam Procurement Law, Rules, and Regulations.

This solicitation for FDDBML describes the scope of services required from the successful Proposer and provides instructions for the submission of proposals.

2. WHO MAY SUBMIT A PROPOSAL

Any "Developer, Contractor or Finance Company" may submit a proposal.

"Developer, Contractor or Finance Company" shall mean any COMPANY organized and operating under the laws of any state or territory of the United States and who may be subject to Guam Licensing laws. Specific information on licenses may be obtained from the Director of the Revenue and Taxation. A special purpose corporation proposal may also be a consideration.

3. PURPOSE

The successful Proposer will serve as the primary lessor of the schools for the Government of Guam.

II. INTENT

The Governor of Guam through the Department of Public Works intends to obtain a high school facility through a municipal leaseback program as described in this Finance, Demolition, Design, Build, Maintain and Leaseback (FDDBML) project with a maximum of _____ dollars ($ 0.00) annual amortization on best possible financial terms at the desired level of service to include Zero (0) years capitalization of principal and interest payments. The terms and conditions of the lease shall be as determined by I ~~Maga'lahen~~ Magahaga by the execution _____lease agreement; provided, however, that the lease shall mature not later than

the year 2054.

III. SCOPE OF WORK

The Scope of Work for Part I- Financing is part of the criteria in which all the proposals submitted will be based on. This section will be scored based on assigned weights as indicated in Evaluation Form. The overall weight of this Part I is _____%. The Municipal Leaseback Company shall be able to perform the following:

a. Term Sheet to include all interest charges, fees and expenses

b. Responsiveness of Proposal

c. Ability of the Lessor to lease to Lessee the facilities described in Technical Specifications, which is Part 1 of this Request for Proposal.

d. Ability of Lessor to structure municipal leases from $0.00 to over $0.00 Please provide examples of municipal leases financed.

e. Ability of Lessor to offer suggestions on various arrangements for service and maintenance contracts in support of the upkeep and service of the leased facility. Please provide detail on suggested payment arrangements.

f. Ability of Lessor to allow the purchase of the leased school facility by Lessee at any time during the lease period. Please provide detail on pre-payment arrangement scenario.

g. Ability of Lessor to allow Lessee to cancel the lease obligation, without penalty, at the end of the current fiscal year in which appropriations were last budgeted, or otherwise made legally available, in the event budgetary funds become unavailable for appropriation in future years (Event of non-appropriation).

Non-Appropriation Clause (defined): In event that sufficient funds (a) are not appropriated by the governing body of the Government Body prior to the beginning of any Renewal Term for the payment of the Base Rentals on the Base Rental Payment Dates and reasonably estimated Additional Rentals payable during such Renewal Term, or (b) are otherwise not legally available for such purpose, then an Event of Appropriation shall be deemed to have occurred. If an Event of Non-appropriation shall occur, the Government Body shall not be obligated to make payment of the Base Rentals or Additional Rental's provided for herein beyond the last day of the Renewal Term during which such Event of non-appropriation occurs, except for the Government Body's obligation to pay Rentals which are payable prior to the termination of the Lease.

h. Ability of Lessor to provide 100% financing for the facility, including demolition, design, construction, maintenance, and other related costs to complete the projects as per Technical Specifications.

i. Ability of Lessor to develop a payment schedule that can be structured on an

annual basis.

IV. PROPOSER QUALIFICATION

The following minimum criteria shall be met:

1. Proposer shall be a Developer, Contractor or Finance Company who may be subject to Guam Licensing Laws, however, must be licensed to do business within Guam prior to the award.

2. Proposer must have and be willing to commit sufficient staff, resources, and capital to finance, develop, perform and deliver the services required by this FDDBML, in accordance with the terms and conditions specified herein.

3. Proposer must have knowledge, experience in the municipal leaseback business. Examples should be provided.

4. Proposer must have knowledge, experience in managing a municipal lease for schools or related public buildings. Examples should be provided.

V. PLEDGED GENERAL FUNDS RESERVED

The Government intends to pledge general funds reserved from the debt service savings resulting from pay-off of the government of Guam's 1995 General Obligation Bond pursuant to Public Law 28-49 to Guam Public School System for the purposes of financing, design, construction and maintenance of the Education Facility, as defined in 5GCA Section 58103(e) pursuant to the lease herein.

The amount for municipal lease and maintenance shall be a maximum of _____ Dollars ($ 0.00) annually or best financial terms at the desired level of service for thirty (30) years.

VI. TECHNICAL SPECIFICATIONS

The Technical Specifications is a part of the criteria in which all proposal submitted will be base. This part has an overall weight of thirty (30%) percent. The technical specifications which is Part II.

VII. SPECIAL PROVISIONS

1. Indebtedness limitation.

   Section 11 of the Organic Act of Guam (Section 1423a of Title 48 of the United States Code Annotated) limits the amount of "public indebtedness" of the Government of Guam to an amount "not in excess of 10 per centum of the aggregate tax valuation of the property in Guam". The intent of this RFP is that the obligation of the Government on the leases described herein not be "indebtedness" of the Government within the meaning of Section 11. Since there is, as yet no case law in Guam creating a judicial exception to the debt limitation for financing leases, it is the intent of the Government to conduct a "validation action" to confirm that treatment prior to the signing of the lease.

VIII. GENERAL CONDITIONS

1. GENERAL INFORMATION

1.1 ISSUING OFFICER

This solicitation is issued by the Government of Guam through DPW with the assistance of GEDA. The individual listed below is the sole point of contact from the date of release until the selection of the winning proposer:

Name:	Vincent P. Arriola
Title:	Director, DPW
Department Name:	Department of Public Works
Mailing Address 1:	542 North Marine Drive Yigo, Guam 96913
Telephone:	(671) 646-3131/646-3217/646-3117
Facsimile:	(671)646-3169

1.2 CHIEF PROCUREMENT OFFICER

The Chief Procurement Officer is responsible for overseeing the RFP, including monitoring and assessing contractor performance. The Chief Procurement Officer for this RFP award is:

Chief Procurement Officer:	Vincent P. Arriola
Title:	Director, DPW
Agency:	Department of Public Works
Contact Number:	(671) 646-3131/646-3217/646-3117
Fax Number:	(671) 649-3169

1.3 PROPOSAL DUE DATE

Each qualified Proposer may submit only a basic proposal. Alternate proposals shall not be accepted. One (1) original and five (5) copies of the proposal shall be submitted. Proposals shall be received by DPW not later than _____ **2025.** Any proposals received after this date and time SHALL NOT be accepted. The Government of Guam is not required to seek proposals for this service; it has chosen to do so in its best interest. The Government of Guam reserves the right to seek new proposals when such is reasonably in the best interest of the government.

1.4 INCURRED EXPENSES

Any costs incurred by Proposers in preparing or submitting a proposal are at the Proposers' sole responsibility.

1.5 DISQUALIFICATION OF PROPOSAL

DPW ~~and GEDA~~ reserves the right to consider for award only those proposals submitted in accordance with all requirements set forth in this solicitation. Any proposal offering any other set of terms and conditions, or terms and conditions contradictory to those included in this FDDBML, may be disqualified without further notice.

1.6 CANCELLATION OF FDDBML

This solicitation may be canceled and any or all proposals may be rejected in whole or in part, when it is deemed to be in the best interest of the Government of Guam.

1.7 ADDENDUM AND AMENDMENT TO RFP

If it becomes necessary to revise or amend any part of this RFP, the Government of Guam will furnish a revision by written Addendum to all prospective Proposers who received an original RFP. It will be the responsibility of the Proposer to contact the Contract Administration at the Department of Public Works prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to return the executed addenda with the proposal.

1.8 HOLD HARMLESS

The successful Proposer shall agree to release, indemnify and hold harmless the Government of Guam from and against any and all liabilities, claims, suits, damages, charges of expenses (including attorney's fees, whether at trial or appeal) which the Government of Guam may suffer, sustain, incur in any way subjected to by reason of or as a result of any act, negligence or omission on the part of the successful Proposer, its agents or employees, in the execution or performance of the obligations assumed under, or incidental to, the contract into which the successful Proposer and the Government of Guam will enter, except when caused solely by the fault, failure or negligence of the Government of Guam will enter, except when caused by the fault, failure or negligence of the Government of Guam, its agents or employees.

1.9 PROPOSAL BINDING

All proposals submitted shall be binding for one hundred twenty (120) calendar days following the opening.

2. QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS

2.1 To ensure fair consideration for all proposers, the Department of Public Works prohibits prospective proposer's communication with any department employee during the submission process. Questions relative to interpretation of specifications or the proposal process shall be addressed to the Department of

Public Works during the second pre-proposal conference. Additionally, the Department of Public Works prohibits communications initiated by a proposer with any Government of Guam Official or employee evaluating or considering the proposals prior to the time an award decision has been made, except as initiated by the appropriate Department of Public Works official or employee in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Communication so initiated by a proposer may be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

3. CONTENT OF PROPOSAL

3.1 Proposal should be prepared simply and economically, providing straightforward, concise description of the proposer's ability to fulfill requirements of the proposal in order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized in the following manner:

3.1.1 Title Page. Type the name of proposer's agency/firm, address, telephone number (s), name of contact person(s), date and title of the RFP. The Proposer shall use the exact legal name, as registered or to be registered with the Department of Revenue and Taxation, in the appropriate space(s), in the RFP Submission Packet.

3.1.2 Table of Contents. Include a clear identification of the written material by section and by page number

3.1.3 Response to Proposal. Specifically state the proposer's understanding of the work to be accomplished and make a positive commitment to perform the work to include each section addressed in the RFP.

3.1.3a Please provide a brief overview of your firm, including a description of capital, credit ratings and experience.

3.1.3b Please include your firm's proposed structure in detail, as well provisions for extension of maturity or roll-over, or any other hypothetical scenario.

3.1.3c Provide a preliminary term sheet or similar format outlining the terms and conditions of the proposed lease agreement including interest rates.

3.1.3d Discuss the estimated timeline for the issuance of this lease and describe your firm's ability to conduct this transaction in a timely matter. Please feel free to outline certain variables such a credit committee, and their effects, if any, on the terms and conditions of the financing.

3.1.3e Please include your firm's two (2) years latest audited financials.

3.1.3f Please describe any other terms and conditions required by your firm, in regard to this financing.

3.1.3g Organizational Chart. Indicate the principal personnel that would be available to GEDCA and the government, as well as describe their experience and responsibilities for this financing.

3.1.3h See attached Insertion.

3.1.4 References. Include a reference list of at least FIVE (5) clients to whom proposer has provided services similar to those being proposed to the INSERT JURISDICTION. This list will include the following information:

Name of Client:

Date of Services:

Address:

Contact Person:

Telephone Number(s):

3.1.5 General Statement of Experience. Include a written statement of experience in financing, providing and managing similar services. If the proposer does not possess an experience similar to the services required, proposer shall provide any pertinent information or experience Proposer feels may qualify for consideration of award.

3.1.6 Operational Plan. Include a narrative description and/or organizational chart outlining the methods of operation, operational structure, and services to be provided by the proposer. This description should fully and completely demonstrate the intended methods for servicing the requirements. This plan should specifically identify obligations of the Government of Guam (e.g. financing, design, construction, maintenance, services and operational requirements)upon which the proposed plan is contingent. Proposers are encouraged to provide any other pertinent information which will assist the Government of Guam in evaluating the proposed method of operation.

3.1.7 TERMS OF PAYMENTS

3.1.7a The Government of Guam through the ~~DPW~~ GDOE shall pay the Developer or Finance Company, on an annual basis, for all lease payments due in accordance with the terms of the contract.

3.1.7b All payments shall be made in accordance with, subject to,

applicable provisions of §22505 of Chapter 22 of Title 5 of the Guam Code Annotated.

3.1.7c The Developer or Finance Company shall submit one (1) annual invoice, in original form, for lease payments due. The Government of Guam shall have thirty (30) calendar days after receipt of the invoice to make payment.

3.1.7d Non-Appropriation Clause : In event that sufficient funds (a) are not appropriated by the governing body of the Government Body prior to the beginning of any Renewal Term for the payment of the Base Rentals on the Base Rental Payment Dates and reasonably estimated Additional Rentals payable during such Renewal Term, or (b) are otherwise not legally available for such purpose, then an Event of appropriation shall be deemed to have occurred. If an Event of Non-appropriation shall occur, the Government Body shall not be obligated to make payment of the Base Rentals or Additional Rental's provided for herein beyond the last day of the Renewal Term during which such Event of non-appropriation occurs, except for the Government Body's obligation to pay Rentals which are payable prior to the termination of the Lease.

3.1.7e If the Government fails to perform as lessee under the lease or decides not to appropriate lease payments. Consequently, if the lessee takes possession of the building investors or the trustee will typically be permitted to operate the financed facility for a period of time specified in the ground lease. However, once the term of the ground lease expires, the Government Body is entitled to repossession of the site together with all improvements on the site free and clear of any interest of the investors or a trustee on their behalf.

3.1.8 Proposer's Affirmation and Declaration. Complete and have notarized the Proposer's Affirmation and Declaration form provided in the RFP Package. An authorized representative of the firm must sign this form as defined in 3.1.9 below.

In addition, the affidavit shall contain the name 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 the bid for the bidder and shall contain the amounts of any such commission, gratuity or compensation. the affidavit shall be open and available to the public for inspection and copying. Failure to submit the affidavit concerning commissions paid shall be deemed nonresponsive and cause for rejection upon receipt of the proposal.

3.1.9 Proposal Signature form. An authorized representative of the firm as defined below must sign this form:

When a proposer is a corporation, the president or vice president signing shall set out the corporate name in the full beneath which he/she shall sign his/her name and give the title of his/her office. The proposal shall also bear the seal of the corporation attested by its corporate secretary.

When the proposer is a partnership, the proposal shall be signed in the name of the partnership by a general partner or other person duly authorized to bind the partnership. The capacity and authority of the person signing shall also be given.

When the proposer is an individual or sole proprietorship, the proposal shall be sign by the individual owner stating name and style under which the proposer is doing business.

If the proposer is doing business under a fictitious name, the proposer must submit a copy of Certificate of Registration.

When the proposer is a joint venture, each joint venture must sign the proposal as herein above indicated.

3.2 Each proposal submitted will be graded and evaluated based on the combined total weighted score of Parts I and II. Part I has a weight of 70%. Part II has a weight of 30%. Each proposal submitted will be evaluated using Evaluation Form.

3.3. Only after the qualifying of the proposals will discussions begin.

3.4 The basis for the negotiations will be the leaseback program proposed by the highest rated proposer based on the evaluation.

4. EVALUATION OF PROPOSALS

4.1 A Proposal Evaluation 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 board and will be ranked by the criteria provided in this RFP, including the following:

a. Term Sheet to include all interest charges, free and expenses.

b. Responsiveness of Proposal.

c. Ability of the Lessor to lease to Lessee the facilities described in Technical Specification, Part II of this Request for Proposal.

d. Ability of Lessor to structure municipal leases from $50,000,000 to over $300,000,000. Please provide examples of the municipal leases financed.

e. Ability of Lessor to offer suggestions on various arrangements for service and maintenance contracts in support of the upkeep and service of the leased facility. Please provide detail on suggested payment arrangements.

f. Ability of Lessor to allow the purchase of the leased school facility by Lessee at any time during the lease period. Please provide detail on pre-payment arrangement scenario.

g. Ability of Lessor to allow Lessee to cancel the lease obligation, without penalty, at the end of the current fiscal year in which appropriations were last budgeted, or otherwise made legally available, in the event budgetary funds become unavailable for appropriation in future years (Event of non-appropriation).

h. Ability of Lessor to provide 100% financing for the facility, including design, construction, maintenance and other related costs to complete the projects as Technical Specifications, which is Part II. Please provide examples of experience involved in similar financing.

i. Ability of Lessor to develop a payment schedule that can be structured on an annual basis. Please provide example of payment scenario.

j. Company's Experience: Company history, organization and experience in design, construction, maintenance as per required in the RFP.

k. Resources and Availability: Architectural-Engineering designers, consultant, construction managers, contractors, sub-contractors, quantity of personnel, equipment that will be assigned to projects as per required in the RFP.

- List Projects
- Specs
- Cost
- Time line

4.2 The evaluation committee will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFP. Failure to comply with any requirements may disqualify a proposal.

4.3 Proposals will be evaluated and rated based on the criteria stated in the RFP, including but not limited to the following:

4.3.1 Responsiveness of the Proposal to perform the scope of work.

4.3.2 Ability, capacity, and skill of the Proposer to perform the scope of work.

4.3.3 Experience of the business and individual members of the business in accomplishing similar services.

4.3.4 Responses of the client references.

4.3.5 Such other information that may be required or useful in fateful performance of the contract.

4.4 The Government of Guam reserves the following rights to:

4.4.1 Conduct pre-award discussion and/or pre-award/contract negotiations with any or all responsive and responsible proposers who submit proposal determined to be reasonably acceptable of being selected for award; conduct personal interviews or require presentations of any or all proposers prior to selection; and make investigations of the qualifications of the proposers as it deems appropriate, including, but not limited to, a background investigation.

4.4.2 Request that proposer(s) modify their proposal to meet the needs of the Government of Guam more fully or to furnish additional information as the Government of Guam may reasonably require.

4.4.3 Accord fair and equal treatment with respect to any opportunity for discussions and revisions of proposals. such revisions may be permitted after submission of proposals and prior to award.

4.4.4 Negotiate any modifications to a proposal that it deems acceptable, waive minor irregularities in the procedures, and reject any and all proposals.

4.4.5 Process the selection of the successful Proposer without further discussion.

4.4.6 Financial Statements. The Government of Guam reserves the right to request the proposers submit their annual financial statements for the last three (3) fiscal years, including company financial statement summaries, cash flow, certified by a Certified Public Accountant. If the organization has been in business for a period of less than three (3) years, proposer may be required to submit a detailed business plan in addition to any pertinent information that would allow the Government of Guam to evaluate the sufficiency of financial resources and the ability of the business to successfully perform the services enumerated in the contract. Unless otherwise stated, such request would be made after the submissions of the proposals and prior to award of a contract.

4.5 Each proposal submitted will be graded and evaluated based on the combined total weighted score of Parts I and II. Part I has a weight of 70%. Part II has a weight of 30%. Each proposal submitted will be evaluated using the ~~attached Evaluation~~attached Evaluation Forms.

4.6 The basis for the negotiations will be the leaseback program proposed by the highest rated proposer based on the evaluation.

5. CONTRACT REQUIREMENTS

5.1 Basis of Award.

A contract will be awarded to the most responsible and responsive proposer whose proposal meets the needs of the Government of Guam to the best degree.

5.2 Controlling Terms and Conditions

The project award shall consist of its terms and conditions, this FDDBML, and the RFP Submission Packet forms. If any provision of the RFP Submission Packet forms conflicts with those of the FDDBML, then the terms of the FDDBML shall control. If terms and conditions of the GENERAL CONDITIONS of this FDDBML conflict with those of the SPECIAL PROVISIONS, then the terms and conditions of these GENERAL CONDITIONS shall control. If the terms and conditions of the TECHNICAL SPECIFICATIONS (Part II) conflict with those of the SPECIAL PROVISIONS or the GENERAL CONDITIONS, then the terms and conditions of the TECHNICAL SPECIFICATIONS shall control.

5.3 Contract Term

The period of the contract shall be for a period of ~~twenty~~ Thirty (~~20~~30) years include a maximum (2) years capitalization of the principal and interest payments.

5.4 Award Termination

When deemed to be in best interest of the Government of Guam, the Government of Guam may cancel any award resulting this specification by the following means:

?? clarify

a. Ten (10) days written notice with cause; or

b. Three Hundred Sixty-Five (365) written notice without cause.

5.5 Addition/Deletion

The Government of Guam reserves the right to add to or delete any item from this proposal or resulting agreements when deemed to be in the interest of the Government of Guam.

5.6 Assignment

No proposer shall assign his proposal or any rights or obligations hereunder without the written consent of the Government of Guam.. In the event of such approved subcontracting, the Developer, Contractor, Financier agrees to provide the Government of Guam with written documentation relative to the

subcontractor(s) employed with this contract.

5.7 Proposal Prices

Prices quoted in the proposal shall include any and all shipping costs, shipped C.I.F. Guam, or to the facility location specified by the Contracting Officer or the Contract Agreement.
All taxes of any kind and character payable on account of the work done and materials furnished under the contract shall be paid for by the contractor, developer, financier and shall be deemed to be included in the proposal.

Proposal prices include all royalties and cost arising from patents, trademarks and copyrights in any way involved in the work. Whenever the Awardee is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Awardee shall indemnify and save harmless the Government of Guam, its officers, agents and employees from any and all claims ~~from~~ for infringement by reason of the use of any such patented design, tool material, equipment or process, to be performed under the contract, and shall indemnify the Government of Guam, its officers, agents, employees for any costs, including litigation costs and attorney's fees through the appellate process, expenses and damages which may be incurred by reason of any infringement at any time during the prosecution or after the completion of work.

5.8 Payment Method and Schedules

Payments will be made by the Government of Guam after receipt and acceptance of proper invoices and processing time specified in Section VIII- General Conditions, par. 3, sec. 3.1.7 Terms of Payment. The Contractor, Developer, Financier should have the ability to guarantee operations for this period of time. The Government of Guam does not pay service charges or interest on late payments, except in accordance with the law.

5.9 Default/Re-award

Any contract resulting from this specification may be cancelled by the Director of Public Works, in whole or in part by a written notice of default to the Contractor, Developer, Financier upon non-performance or violation of contract terms, including the failure of the Contractor, Developer, Financier to deliver materials within the time stipulated in these specifications, unless extended in writing by the Director of Public Works. In the event the contract is cancelled because of the default of the Contractor, Developer, Financier, the Director of Public Works may:

(i) Purchase the materials or services specified in this specification on the open market; or

(ii) Make an award to the next best proposer and establish the period of such award, provided such period is no longer than the award period set forth in this specification.

VI BIDDER'S AFFIRMATION AND DECLARATION

Before me, the undersigned authority who is duly authorized by the law to administer oaths and take acknowledgments, personally appeared.

AFFIANT'S NAME

Who, after being duly cautioned and sworn (or who is unsworn if that be the case) and being fully aware of the penalties of perjury, does hereby state and declare, on his own behalf or on behalf of a partnership or corporation, whoever or whichever is the proposer in the matter at hand, as follows:

1. That the Proposer, if an individual, is of lawful age.

2. That if the Proposer is a partnership or a corporation, it has been formed legally and it is duly authorized to do business in Guam.

3. That if the bidder is using a fictitious name, he/she/it has complied with the Fictitious Name Statute of Guam and the United States of America.

4. That the Proposer has not submitted a rigged Bid, nor engaged in collusive bidding arrangement or fraudulent bidding, or corporation making a bid for the same purpose. The Proposer is aware that "Any understanding between persons where one or more agree not to bid, and any agreement fixing the prices to be bid so that awarding of any contract (s) is thereby controlled or affected, is in violation of a requirement for competitive bidding and renders a contract let under such circumstances invalid".

5. That the Proposer is not in arrears to the Government of Guam upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the Government of Guam.

6. That no officer or employee of the Government of Guam, either individual or through any firm, corporation or business of which that no officer or employee of the Government of Guam, either individual or through any firm, corporation or business of which he/she is a stockholder or holds office, shall receive any substantial benefit or profit out of the contract or obligation entered into between the Government of Guam and this Proposer or award this Proposer; nor shall any Government of Guam officer or employee have any financial interest in assisting the Proposer to obtain, or in any other way effecting, the award of the contract or obligation of this Proposer.

7. That, by submitting this bid, the Proposer certifies that he/she has fully read and understands the bid method and has full knowledge of the scope, nature, and quality of work to be performed or the services to be rendered.

FORM OF NON-COLLUSION AFFIDAVIT

AFFIDAVIT

(Prime Bidder)

GUAM)ss

_____, being first duly sworn, deposes and says:

that he is _____.
(a partner or officer of the firm of, etc.)

the party making the foregoing bid, that such bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Government of Guam or any other bidder, or to secure any advantage against the Government of Guam or any person interested in the proposed contract; and that all statements in bid are true.

_____
Signature of

Bidder, if the bidder is an individual;
Partner, if the bidder is a partnership;
Officer, if the bidder is a corporation.

Subscribed and sworn to before me

This _____ day of _____, 20____.

_____
NOTARY PUBLIC
My commission expires _____, 20____

DRAFT

MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT

GUAM)ss

I, the undersigned, _____ being first duly sworn, deposes and says: *(a partner or officer of the company of, etc.. state position)*

1. That the persons who have held more than 10 percent (10%) of the company's shares during the past twelve months are as follows:

Name	Address	Percentage of Shares Held
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
	Total Number of Shares:	_____

2. 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 for which this Affidavit is submitted are as follows:

Name	Address	Amount of Commission Gratuity or Other Compensation
_____	_____	_____

Further, affiant sayeth naught.

Date: _____

_____
Signature of individual if bidder is a sole proprietorship: Partner, if the bidder is a partnership; Officer, if the bidder is a corporation.

Subscribed and sworn to before me this _____ day of _____, 20_____.

By: _____

Notary Public: _____
In and for the Territory of Guam
My Commission expires on: _____

Project Name:
Project No.:

TALLY FORM

Consultant	Percentage / Grade (Points)					Total Percentage / Grades (Points	Remarks
	A	B	C	D	E		

CONCURRED BY:

Evaluator "A"
(Name)
(Title)
(Dept.)

Evaluator "B"
(Name)
(Title)
(Dept.)

Evaluator "C"
(Name)
(Title)
(Dept.)

Evaluator "D"
(Name)
(Title)
(Dept.)

Evaluator "E"
(Name)
(Title)
(Dept.)

WITNESSED BY:

(Name)
(Title)
(Dept.)

(Name)
(Title)
(Dept.)

DRAFT

ELVALUATION FORM

Project Name:

Project No.:

Consultant Name: _____

Name of Evaluator "A): _____

Department: _____ Section: _____

Municipal Leasing and Financing Proposal, Part I				
Item No.	Evaluation Criteria	Percentage (%)	Grade Points	Remarks
a	Term Sheet to include all interest charges, fee and expenses	10		
b	Responsiveness of proposal.	10		
c	Ability of Lessor to lease to Lessee the facilities described in the Technical Specification, Part II of the RFP.	15		
d	Ability of Lessor to structure municipal leases from $10,000,000.00 to over $300,000,000.00. Please provide examples of the leases financed.	5		
e	Ability of Lessor to offer suggestions on various arrangements for services and maintenance contracts in support of the upkeep and service of the lease facility. Please provide detail on suggested payment arrangement scenario.	10		
f	Ability of Lessor to allow the purchase of the leased school facility by Lessee at any time during the lease period. Please provide detail on pre-payment arrangement scenario.	2		
g	Ability of Lessor to allow Lessee to cancel the lease obligation, without penalty, at the end of the current fiscal year in which appropriations were last budgeted, or otherwise made legally available, in the event budgetary funds become unavailable in future years. (Event of non-appropriation).	5		

Municipal Leasing and Financing Proposal, Part I

Item No.	Evaluation Criteria	Percentage (%)	Grade Points	Remarks
	Non-Appropriation Clause (defined): In the event that sufficient funds (a) are not appropriated by the governing body of the Government Body prior to the beginning of any Renewal Term for the payment of the Base Rentals on the Base Rental Payment Dates and reasonably estimated Additional Rentals payable during such Renewal Term, or (b) are otherwise not legally available for such purpose, then an Event of Non-appropriation shall be deemed to have occurred. If an Event of Non-appropriation shall occur, the Government Body shall not be obligated to make payment of the Base Rentals or Additional Rentals provided for herein beyond the last day of the Renewal Term during which such Event of non-appropriation occurs, except for the Government Body's obligation to pay Rentals which are payable prior to the termination of the Lease.			
h	Ability of Lessor to provide 100% financing for the facility, including design, construction, maintenance, and other related costs to complete the projects as per required in the RFP. Please provide examples of experience involved in similar financing.	10		
i	Ability of Lessor to develop a payment schedule that can be structured on an annual basis. Please provide example of payment scenario.	3		
ıge/points for the Municipal Leasing and Financing, Part I				

Technical Specifications, Part II				
Item No.	Evaluation Criteria	Percentage %	Grade Points	Remarks
j	Company's Experience: Company history, organization and experience in municipal leasing, design, construction, maintenance as per required in the RFP.	15		
k.	Resources and Availability: Architectural-Engineering designers, consultant, construction managers, contractors, subcontracts, quantity of personnel, equipment that will be assigned to projects as per required in the RFP.	15		
Total percentage/points for the Technical Specifications, Part II				

Total percentage/points for the Municipal Leasing and Financing, Part I and Technical Specifications, Part II			

Note: If necessary, those firms placed on a "short list" after review of technical, management, financial background and references, shall be personally interviewed. At this time each proponent shall be expected to introduce each Project Manager and Technical Manager proposed for the project. The Project Manager shall verbally review their technical plans and strategy for completing the work proposed.

Evaluator "A" Signature Date

DRAFT

INSTRUCTIONS TO ~~BIDDERS~~PROPOSER

1. RECEIPT AND OPENING OF PROPOSAL

Sealed bids in five (5) sets, will be received by the Department of Public Works at the Contracts Section Administrative Services until _____ 2025.

Bids shall be made on the forms furnished by the Department of Public Works and shall be enclosed in a sealed envelope addressed to the Director of Public Works, Government of Guam, 542 North Marine Drive, Yigo, Guam 96913 and endorsed with the name of the bidder and the title "**Construction of New Simon Sanchez High School, Finance, Demolition, Design, Build, Maintain, Leaseback (FDDBML)**".

Attention is called to the fact that bidders not only offer to assume the obligations and liabilities imposed upon the Contractor in the form of contract, but expressly make certain of the representations and warrants made therein. No effort is made to emphasize any particular provision of the contract, but bidders must familiarize themselves with every provision and its effect.

2. TIME OF COMPLETION

The Contractor shall commence work on the date specified in the Notices to Proceed. The design phase shall be completed within **thirty calendar days (30) for the design phase and construction phase shall be completed within two hundred seventy (270) calendar days**, complete and ready for use. In the event the Contractor does not complete the work within the time specified, liquidated damages will be assessed as per par. 5.9, under Financing, Part I of FDDBML.

3. PLANS AND SPECIFICATIONS

This Request for Proposal for bids consists of the following documents:

a) Request for Proposal Documents
   1. Request for Proposal
   2. Instructions to Bidders

b) Bid Submittal Documents for Request for Proposal, Part II
   1. Bid
   2. Bid Form

4. NON-COLLUSION AFFIDAVIT

Each person submitting a bid for any portion of the work covered by the bid documents shall execute an affidavit, in the form provided with the bid, to the effect that he has not colluded with any other person, firm or corporation in regard to any bid submitted. Such affidavit shall be attached to the bid.

5. RIGHT TO ACCEPT AND REJECT BIDS

The Government of Guam reserves the unqualified right, in its sole and absolute discretion, to reject any and all bids, or to accept that bid or combination of bids, if any, which in its sole and absolute judgment will under all circumstances best serve the Government's interests. In the event that the successful bidder fails to execute the contract upon his part, the Government reserves the option to accept the bid of any other bidder within ten (10) working days from such default, in which case such acceptance shall have the same effect as to such bidder as though he was the originally successful bidder.

6. METHOD OF AWARD

a) The contract will be awarded to the most responsible and responsive bidder/proposer whose proposal meets the needs of the Government of Guam to the best degree.

7. REPRESENTATION REGARDING GRATUITIES AND KICKBACKS

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 Section 11-206 (Gratuities and Kickbacks) of the Guam Procurement Regulations.

8. REPRESENTATION REGARDING ETHICAL STANDARDS FOR GOVERNMENT EMPLOYEES AND FORMER GOVERNMENT EMPLOYEES

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 Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act.

9. DISCLOSURE OF MAJOR SHAREHOLDERS:

a) As a condition of bidding, any partnership, sole proprietorship or corporation doing business with the Government of Guam shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve (12)-month period immediately preceding submission of a bid. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship or corporation which have been held by each such person during the twelve (12)-month 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 the bid for the bidder 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. **Failure by any bidder to submit the affidavit concerning commissions paid shall be deemed non responsive and cause for rejection of the bid upon bid opening.**

10. MISCELLANEOUS:

1. Prohibited Interests

(a) No member of or Delegate to Congress or Resident Commissioner or Governor's Office or Lieutenant Governor's Office or Employees of the Government of Guam and their relatives or immediate family members, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

(b) No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer, or inspector of or for the Government of Guam authorized to exercise any legislative, executive supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

DRAFT

REQUEST FOR PROPOSAL

CONSTRUCTION OF NEW SIMON SANCHEZHIGH SCHOOL FINANCE, DEMOLITION, DESIGN, BUILD, MAINTAIN, AND LEASEBACK (FDDBML)

TECHNICAL SPECIFICATIONS
Project No. SSHS XXXX

DRAFT

LOURDES LEON GUERRERO
Governor of Guam

Prepared by:
Department of Public Works
Government of Guam

2025

GENERAL STATEMENT OF WORK

I. INTRODUCTION

This Statement of Work describes the Scope of Work required of the Proposer's demolition team in demolishing existing building, design team in providing the architectural and engineering services for the preparation of reports, plans, specifications, and estimates (PS&E) and other supporting data for the construction of new high school. This also provides the schedules for the different tasks, items to be submitted by the Consultant and other contractual obligations of the Government and the Proposer.

II. PROJECTS DESCRIPTIONS AND LOCATIONS

The project involves the preparation of an Environmental Assessments (including asbestos, radon and etc.), prior to demolition of the existing building. New Plans, Specifications & Estimates (PS&E); and other supporting documents for the construction of the new high school.

Tasks 1 and 2, (Assessments and Conceptual Plans) of the Project involves those investigative and study requirements, which must be undertaken to adequately assess the existing condition of the site and form the basis of subsequent design activities. It also involves the development of Conceptual Plans, at least two concepts for the new high school.

Tasks 3, 4, and 5 (Preliminary, Pre-Final, and Final PS&E) of the Project involves the development of Preliminary PS&E incorporating comments and decisions resulting under Tasks I and II. Tasks III and IV work will further refine the various elements of the PS&E and incorporate all review comments by the reviewing agencies. Task V is the final construction plans.

The location of the new school will be at Simon Sanchez compound in Yigo of Guam's public schools.

III. SCOPE OF WORK

The Demolition Team shall provide barricade around the building, disconnect and mark all electrical, waterline and utilities connection from existing building to remain for reconnection to new building. Remove all existing asbestos prior to demolition and dispose as per GEPA requirements. All salvageable materials shall be turned over to GPSS for proper disposal.

The Design Team shall provide the environmental, architectural and engineering services for the different tasks described below and furnish the required reports and PS&E's for the schools.

All entry permits in conjunction with the services shall be the responsibility of the design team/offeror. Right of entries to government lands will be provided by DPW.

The design team shall coordinate his work with the agencies, Local or Federal, having jurisdiction in permit review and approval. It shall be the responsibility of the design team to ensure that all requirements of the new schools conform to the requirement of Federal and Local laws.

Progress review meetings shall be held monthly to review progress and discuss any design issues or problems. The meetings shall be held at the firm's office or Public Works office on a mutually agreed schedule.

TASK 1. Site Evaluation

1A. Environmental Assessment:

Conduct an environmental assessment of the existing physical and biological conditions of the school sites and its vicinity. An environmental report shall be prepared separately for the new high school.

The design team shall evaluate physical factors such as environmental constraints of the proposed development. The Environmental Assessment shall be complete and subject to review and approval by the Guam Environmental Protection Agency and U.S. Environmental Protection Agency.

Possible Environmental Concerns at Simon Sanchez Site:

A. Northern groundwater lens. Storm runoff resulting within the school property must be contained within the site with the use of ponding basins or ground infiltration cells.
B. Radon gas arising from coral rock substrate. Design of buildings must incorporate protective measures from toxic radon gas.
C. Water Wells with chlorinators.

Proposer must plan for the management of solid wastes generated, including disposal of green waste from clearing of vegetation on sites and debris from demolition of buildings and construction. A demolition and disposal plan for sites requiring demolition shall be prepared and submitted for approval. The plan shall address the type of solid waste materials generated and their proper disposal. Recycling and reuse of waste generated is encouraged.

All school's design should follow facilities design that encourage recycling of solid waste and reuse efforts as part of school operations.

Environmental assessment reports shall be prepared separately for each class of school addressing the items listed above to include maps, data sheets, tables, (check) list, graphs, photographs, references, and other documentation to support the findings and environmental mitigation measures.

Ten copies of the environmental assessment reports shall be submitted.

1B. Archeological Assessment.

Historic Resources Division of the Department of Parks and Recreation confirmed that none of the properties slated for the new schools have recorded archeological and historical sites in their site inventory. The northern sites are in area of the island that is usually sparse in terms of archeological sites, with limited distribution of pottery scatters being the dominant site type.

For the **Northern Site** an Inventory level survey and report will be required.

This involves archeologists walking over the project property, on foot and recording the locations of any historic or prehistoric materials. Detailed descriptions are made of any sites, maps are drawn, and photographs taken if features or structures are encountered. GPS locations of features/sites are recorded, and shovel test are conducted as indicated by the surface findings. The final report should minimally contain sections on geographic location, environment, historic cultural context, previous findings in the area, field methods used, findings from survey, analyses done, significance of any sites found, recommendations, and references.

Archeological reports shall be prepared for the new high school. Ten copies of the reports shall be submitted.

1C. Planimetric and Topographic Survey.

Perform an as-built planimetric and topographic survey and prepare a topographic map with one-foot contour interval of the school property. Include sufficient area to address the school's development area and adjacent properties to properly analyze all engineering aspect of the development, such as drainage patterns, utilities onsite and offsite, access roads, modifications to existing roads, pedestrian walkways, trails, etc.

Conduct a thorough property research to include adjacent properties, rights of way and/or easements. Lot numbers and property ownership shall be shown on the map.

Survey work shall be under the direct supervision of a Guam Registered Land Surveyor. Ten copies of the Planimetric and Topographic map shall be submitted.

1D. Soil Investigation.

Perform the necessary soil investigation to properly design the school building foundations, ponding basins and infiltration cells, embankment and cut slopes, drainage channels, ground covers, underground utilities, etc. It shall include determination of any earthquake faults and its effect on the school's design.

A soil report shall be prepared for the new high school. Ten copies of the reports shall be submitted.

TASK 2. Conceptual Plans

The design team shall develop two alternative conceptual plans for this school site showing the civil and architectural layout of all school facilities and grounds development standards as identified in the technical specifications for each school. It shall include all offsite development, such as proposed access roads and any modifications to existing roadways or pedestrian facilities, utilities, landscaping, etc. It shall include concept buildings elevations (front, side, and rear elevations), and an architectural rendering depicting the type of structure, color schemes, and structures orientation relative to grounds improvements.

Ten copies of the conceptual plans shall be submitted.

The design team shall conduct a conceptual presentation to all reviewing agencies upon submittal of the conceptual plans. The presentation shall address all architectural and engineering aspects of the project. A walk-through field overview for each school site shall also be conducted by the design team with the reviewing agencies following the presentation(s) of the conceptual plans. Prior to the Walk-Through reviews the design team shall mark with survey flags the approximate buildings footprints, athletic fields, parking lots, access roads, and other prominent structure or facility of the school. Walk-paths shall be sufficiently cleared of vegetation to conduct the walk-through reviews.

TASK 3. Preliminary Plans, Specification, and Estimates

The preliminary PS&E's shall be develop to at least 50% complete and the following shall be prepared.

A. PLANS:

1. Title Sheet.
2. Civil Design:
   - Site Plan. Show property lines, access rights of way or easements, survey base line(s), proposed facilities footprints, access roads and parking areas, traffic (vehicular and pedestrian) circulation, access roads, etc.
   - Grading and drainage plans.
   - Utilities plans (Water, sewer, power, telephone, internet, and cable).
   - Road plans and profiles.
   - Other civil engineering plans and details necessary to conduct a 50% preliminary plan review.
3. Architectural design:
   - Floor and ceiling plans
   - Building elevations and sectional views.
   - Equipment layouts.
   - Landscaping plans
   - Other architectural plans and details necessary to conduct a 50% preliminary plan review.
4. Structural design:
   - Foundation plans
   - Floor and roof slab plans
   - Structural columns, walls, and beams
   - Other structural plans and details necessary to conduct a 50% preliminary plan review.
5. Mechanical design:
   - Plumbing plans
   - Air conditioning and ventilation plans
   - Fire protection and alarm, and monitoring plans
   - Mechanical equipment plans
   - Other mechanical plans and details necessary to conduct a 50% preliminary plan review.
6. Electrical design:

- Lighting plans
- Off-site power supply plans
- Power supply plans to all equipment
- Other electrical plans and details necessary to conduct a 50% preliminary plan review.

B: SPECIFICATION:

A preliminary technical specification shall be prepared for each item of work describing the construction methods, material requirements, and test procedures required.

C: ESTIMATES:

Preliminary estimates shall be prepared commensurate with the preliminary plans and specifications.

D. MAINTENANCE AND CUSTODIAL PLAN

Post Construction Facilities Maintenance and Custodial Operations Plan - The design team shall prepare a complete operation manual for school for the required post construction monitoring, maintenance, and custodial operations of the school facility. The plan shall address the operational and/or maintenance of the buildings, equipment, landscaping, the drainage system, all outdoor facilities, and for any facility appurtenances for the proper operation of the school.

Ten (10) copies of the preliminary PS&E and design calculations, and the Maintenance and Custodial Plan shall be submitted. A "plans-in-hand" field reviews to be jointly conducted by the Government and Design Team shall be scheduled by the offeror after submittal of preliminary PS&E. Prior to the Plans-in-Hand reviews the design team shall mark with survey flags the approximate buildings footprints, athletic fields, parking lots, access roads, and other prominent structure or facility of the school. The school sites shall be sufficiently cleared of vegetation to conduct the plans-in-hand reviews.

The Design Team's key personnel shall participate in the Plans-in-Hand field reviews and resolution meetings to resolve all comments on the project. The Design Team shall be responsible for the preparation of the "Minutes of Meeting" for approval and distribution by DPW.

TASK 4. Pre-Final Plans, Specifications, and Estimates

The Pre-Final PS&E shall be 100% complete incorporating all approved comments from the preliminary PS&E, and the Maintenance and Custodial Plan. Ten copies of the following shall be submitted:

1. Plans - Complete plans, including title sheet, summary of quantities and schedules, details cross sections, etc.;

2. Technical Specifications - Complete technical specifications to properly construct each item of work, including testprocedures required, and any special conditions to be required.

3. Estimates - Each item of work shall be supported with a detailed quantity take-off computation and corresponding cost analysis for each item of work. Any lump sum cost shall also be supported with detailed breakdown arriving to the lump sum cost;
4. Design Analysis and computation sheets;
5. CPM schedule to establish project construction activities within the specified construction time.
6. Maintenance and Custodial Plan.

The Firm's key personnel shall participate in the resolution meeting to resolve all comments on the submittal. Prepare a "Minutes of Meetings" for approval and distribution by DPW.

TASK 5. FINAL PS&E

After approval of the Pre-Final PS&E, and Maintenance and Custodial Plan submit five (5) copies for final review. Upon approval of the final PS&E, and Maintenance and Custodial Plan submit one original, five sets of PS&E and Maintenance and Custodial plan, and two copies of other items listed below:

1. Plans
2. Specifications
3. Estimates
4. Quantity take-off and computation sheets
5. Unit price analysis
6. Design analysis and computations
7. CPM Schedule
8. Maintenance and Custodial Plan

An electronic non-PDF workable file in AUTO CADD format, latest version, shall also be submitted in a separate disk for the plans, specifications, and estimates; and Maintenance and Custodial Plan for each school.

IV. PLANS AND DRAFTING

1. The PS&E be prepared in conformance with the standard format furnished by the Government.
2. Plan size shall be 24" x 36".
3. All plans and details shall be legible when reduced to one-half size plans (50% reduction). The minimum size of alphanumeric text on the reduced plans shall be 1/8".
4. Design Phase completion time shall be within **thirty (30) calendar days.**

V. CONSTRUCTION SCHEDULE

Upon completion and approval by the Government of each PS&E's the government will hold a preconstruction conference and issue a Notice To Proceed. The construction time for new SIMON SANCHEZ high school in Yigo shall be **two**

hundred twenty (220) calendar days.

A building permit must be secured for the new high school site prior to construction, and an occupancy permit must be secured prior to acceptance of the new high school.

VI. DESIGN CODES/GUIDES AND REFERENCES

All services shall be performed in accordance with the general criteria contained in the following references:

a. Building Law, Title XXXII, Government Code of Guam
b. International Building Code (2000 Edition)
c. Uniform Mechanical Code (Latest Edition)
d. International Plumbing Code (Latest Edition)
e. National Electrical Code(NEC- Latest Edition)
f. National Electrical Safety Code (NESC- Latest Edition)
g. Life Safety Code (Latest Edition)
h. Uniform Fire Code (Latest Edition)
i. Illuminating Engineering Society (IES)
j. American Disability Act
k. GEPA, USEPA, CFR29
l. A policy on Geometric Design of Highways and Streets
m. All other codes, regulations, technical publications and design manuals applicable in the performance of this RFP
n. Guam Energy Code

VII. GOVERNMENT REVIEWING AND APPROACING AGENCIES:

a. Department of Public Works
b. Guam Environmental Protection Agency
c. Department of Land Management
d. Guam Telephone Authority
e. Guam Power Authority
g. Guam Waterworks Authority
h. Guam Fire Department
i. Guam Historic Preservation

VIII. FACILITIES MAINTENANCE AND CUSTODIAL SERVICES

The building maintenance and custodial services phases shall commence upon acceptance of each school and shall continue for a period of thirty (30) years or until the leaseback contract is completed.

Building maintenance include the preventive maintenance of the whole facility(ies), maintenance and replacement of fixed equipment's.

Custodial services include all janitorial services, ground maintenance and including disposal of trash.

IX. UTILITIES AND ROUTINE MAINTENANCE AND REPAIR

The Education Agency shall be responsible for the connection and payment of all utilities, including, without limitation , power , water, sewer, telephone and cable of the Education Facility.

Routine maintenance, repair and upkeep shall be the responsibility of the Education Agency and / or the Contractor, as provided by the terms of the Contract.

X. CONTRACTOR RESPONSIBLE FOR CAPITAL MAINTENANCE

The Contract with the Contractor, and the Lease-Back, shall provide that all capital maintenance and repair of the Education Facility be performed by the Contractor as a separate cost.

The terms by which the contractor is to perform such capital maintenance shall be determined as a part of the bid process and shall be part of the conditions of the Contract. The Contract shall provide sufficient initial funding for the first five (5) years after the completion of the Education Facility.

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CONSTRUCTION OF NEW SIMON SANCHEZ HIGH SCHOOL
FINANCE, DESIGN, BUILD, MAINTAIN AND LEASEBACK (FDDBML)
TECHNICAL SPECIFICATIONS
Project No. SSHS XXXX

Attachment "A"

A. GENERAL:

Under Public Law 24-73, planning and design for New High School must be based on a ~~1,700~~2,000-student capacity enrollment for each facility. Guam DOE that organizes academic classrooms into four groups called academies. Each group relates to a segment of the Guam employment market.

1. Construction Academy
2. Marketing Academy
3. Tourism (restaurants, hospitality) Academy
4. College Prep Academy

The DOE requested that all High Schools be comprehensive, i.e. that they contain all four academies. In order to keep costs to a minimum, the number and size of each academy.

B. PLANNING AND DESIGN:

1. High School Space Standards (see attached documents):

2. DOE Ten Year Capital Facilities Plan has high/middle school conceptual layouts.

Alternative "A":

This plan can be used as a stand -alone facility or as a shared High/Middle School when combined with the High School plan, Alternative A.

- **Classrooms**: Organize classrooms for learning teams around a central open area. Each courtyard area has two teams, and an expansion area is integrated for future addition of two more learning teams.

- **Special Classrooms:** Special education classrooms are integrated into the courtyard configuration, and three additional classrooms for special classes are located nearby. Music, Art, Home Economics, and the larger Special Education classroom are located in a central area that is accessible to all students.

- **Performances and School Events:** Unlike Alternative B, this plan does not include an outdoor covered amphitheater. Therefore, provide some covered stands at the athletic field to accommodate large public events. Add a stage and additional space to the dining hall for smaller performances or school events. When this plan is combined with Alternative A, gathering areas are provided

within the shared facilities.

- **Emergency Evacuations**:

  a. *Bomb threats*: Students use the covered athletic field stands when waiting to return to classrooms. Develop a paved or grasscrete pad along the visitor/staff parking lot exit road for student pick-up by bus or by parents.

  b. *Typhoon Warnings*: Use both the auto and bus drop-off areas for student pick-up.

Alternative "B": Urban Location

High schools in urban locations should be located with direct access to a public roadway. School sites near a major highway (Roadways with Route Numbers) provide a wider setback and landscape buffer (20 feet) than is shown in the conceptual plan. Develop a plan that establishes a pedestrian link between the school and its surrounding neighborhood.

- **Classrooms**: Learning teams are organized into two-level courtyard buildings, with one team on each level. Two teams share a central open space. Provide expansion for one additional courtyard building. The special classrooms are integrated into courtyard buildings, and special classrooms are located along the main pedestrian corridor. Special Classrooms that require sound isolation and/or large spans and high ceilings are located in the shared facility area.

- **Shared Facilities**: All shared facilities are located between the regular classrooms and the athletic facilities in order to shield classrooms from the noise of PE classes or service activities. The PE lockers are located under the viewing stands.

- **Performances and School Events**: This plan includes both an indoor and outdoor stage attached to the cafeteria. The outdoor stage is attached to a covered outdoor amphitheater that could be used for informal performances or class meetings. Cover the viewing stands.

- **Pedestrian Access**: A two- level covered walkway provides access to the primary academic facilities, and that walkway is connected to a network of walkways connecting all campus facilities. Those shared facilities that could be used by the community (athletic fields, cafetorium, etc.) are all accessible from the pedestrian walkway along the service lane. Plant trees along this walkway in order to make it a pleasant area for public events.

- **Emergency evacuations:**

  a. *Bomb treats*: The open area near the event parking lot is used as a holding area for students waiting for a parent pick-up. The covered

basketball courts or viewing stands could also be used.

b. *Typhoon warnings:* Use the two covered pick-up areas at opposite ends of the school.

Alternative "C": Site Adoption & Conversion of Astumbo Elementary School Plan to a Intermediate School.

A. Buildings: Administration Building and the Cafeteria Roofings must be concrete . Additional Building (s) shall be constructed to conform to the standards for a new high school.

3. Security: Provide an attractive ~~fence, and gate~~fence, gate and Guard post for the public side of the property. The **Yigo Elementary School** public side fence shall be used as a reference. Use a security fence and lighting for side and rear perimeter of the property. By using a cleared setback for the security fence, access to/from the fence can be monitored by school personnel.

4. Landscaping: Low maintenance flowering plants, trees, shrubs shall be used to stand up to traffic and weather. Ground covers include bermuda grass and creeping vines such as wedilla.

5. Communication Technology: Capable —Telephone, Cable Television, Networking, Internet.

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~~ALTERNATIVE "A", "B", AND "C"~~

CONSTRUCTION OF NEW SIMON SANCHEZ HIGH SCHOOL
FINANCE, DESIGN, BUILD, MAINTAIN AND LEASEBACK (FDDBML)

TECHNICAL SPECIFICATIONS

Project No. SSHS XXXX

Attachment "B"

I. BUILDING SYSTEMS, MATERIALS AND EQUIPMENT

The following descriptions and comparisons are organized by specification section. Civil, structural, mechanical and electrical discussion follow the architectural section.

Building construction shall be cast-in-place concrete or CMU walls and concrete topping for floor or roof slabs.

A. Architectural

1. Miscellaneous Metals

a. Stainless steel will be used to provide the best longevity for all exposed metals. Interior miscellaneous metals will be galvanized or prime coated steel.

b. Concrete trellis must be utilized for classrooms window shading.

2. Carpentry

Hardwood shall be used for finish carpentry such as casework, doors and trim. Casework will be wood veneer faced with plastic laminate counter tops. Interior wood blocking will be treated lumber.

3. Insulation

a. The model energy code allows an overall thermal value with an OTV not to exceed 27.8 btu/sf. On this basis, a roof U-value of 0.10 (R-10) is adequate without any need for wall insulation.

b. Roof insulation will be placed inside the building to avoid the need to protect it from the elements. For spaces with ceilings, unfaced 2-1/2" fiberglass board insulation pin impaled to the underside of the roof must be used.

c. For the Hallways without ceilings (exposed structure), spray applied cementitious insulation will be used.

4. Roofing

Roofing materials over concrete slabs will be fluid-applied urethane. A heavy-duty multithane roof coating, 1-primer, 2-coats, 65 mils thick (off-white color) shall be used. Manufacturer will provide a 5-year warranty and shall be installed by a certified roof specialist.

5. Windows, Exterior Doors and Glazing

a. Exterior windows and louvers will be aluminum with a color polyester (Kynar) finish. Fire-rated interior openings will have steel windows.

b. Exterior doors and frames will be aluminum entrance door. Interior doors will be solid core door wood with for paint finish veneer.

c. Exterior glazing will be laminated security glass. Laminated glass is approximately 15% more expensive than tempered glass. It is cost effective for this project as storm shutters are not being provided.

6. Floor Finishes

Unglazed ceramic tiles will be used at classrooms, multi-used room, library and administrative areas. The service kitchen, serving line area and entrance locations for the classroom building will be quarry tile. Toilet rooms floors will be ceramic tiles. Exposed natural concrete at the mechanical/electrical rooms, bulk storage and exterior walkways will be sealed with a penetrating sealer.

7. Interior Wall Finish

Interior finishers will be fair-faced concrete at the interior face of the exterior and concrete walls. Corridor walls will have a 5-foot high concrete black wainscot for durability. Hardie board (cement board) will be waterproof type for damp areas and for tile backing. Acoustical insulation is required for all partitions. Wall finish will be paint.

8. Exterior Wall Finish

Exterior walls finish will be fair-faced concrete with a paint finish. Paint will be 100% acrylic emulsion by manufacturers providing a tropical formulation.

9. Ceilings

Classrooms, administration, nurse's office and library ceilings and portions of the corridors will be 2' x 4' acoustical tile on metal suspension system. An open ceiling with exposed insulation, ductwork and lighting will be provided at hallways and the multi-use/cafeteria.

10. Toilet and Restrooms

Floors and walls will receive 8" x 8" ceramic tiles. Lavatory counters will be concrete faced. Toilet partitions will be concrete.

11. Fire Protection

Portable fire extinguishers will be provided at each classroom, kitchen, other occupied areas, mechanical/electrical rooms and at exit ways. Fire extinguisher cabinets serving public areas will be at secure locations or in locked cabinets. Extinguishers will 12-lb. multiple purpose dry chemical extinguisher (light hazard). Electrical room and mechanical rooms will have 10-lb bracket mounted multiple purpose dry chemical extinguisher. Extinguishers will be located within a maximum travel distance of 75-feet.

12. Signage

a. An exterior school identification sign shall be installed. Additionally, individual building and room identification signage will be specified.

b. Two flagpoles will be provided. They will be aluminum, clear finish, 30-foot exposed height, ground set with an external halyard system. One each 5 x 8 American and Guam flag shall be provided.

B. Civil

1. Storm Drainage Systems

a. Runoffs considered in this design for disposal into percolation basins are from the developed area. Runoffs from undeveloped area of the properties will drain as is or remain on its present condition.

b. The site drainage system will utilize underground percolation fields below play and landscape areas. The design of these percolation fields are based on a 20-year (5% exceedance) storm.

c. Surface runoffs will be collected by means of drain inlets or catch basins. Underground drainage pipes will be used to convey storm water from inlets to outlets. If needed, surface drainage swales and ditches will also be provided. These swales and ditches, if deemed necessary, will be provided with concrete lining or grouted rip-rap stones to prevent erosion.

d. Ponding Basin

2. Water Service

a. Provide storage water tank with pressure pumps with concrete housing

for all the new schools:

- Elementary School: 15,000 gallons reservoir
- Middle School: 15,000 gallons reservoir
- High School: 35,000 gallons reservoir

b. Contractor shall verify closest waterline connection.

3. Wastewater System Improvements

a. Contractor shall verify closest sewer line connection.

4. Drop-Off Areas (Bus and Car)

a. The project site must have two (2) entry and exit points. Appropriate pavement marking and signs must be provided to designate the intended flow of traffic within these drop-off areas.

b. Bus loading and unloading.

C. Structural System

1. Structural Design Criteria will be as follows:

U.B.C. - Uniform Building Code 2000

Building code Requirements for Structural Concrete (ACI 318-95)

2. Dead Loading

Normal Concrete Weight = 150 pcf

a.	Double Tee Panel:	Guam RMP Double Tees		
	i. 18" deep	Standard Unit	=	44 psf
		Composite Unit	=	82 psf
	ii. 44" deep	Standard Unit	=	74 psf
		Composite Unit	=	112 psf
b.	Pres-stressed Plank	Base Unit 3.5" thick	=	43.8 psf
		Composite Unit	=	81.0 psf
c.	6-inch CMU Walls		=	65 psf
d.	Waterproofing		=	8.0 psf
e.	Ceiling		=	5.0 psf
f.	Miscellaneous (Utilities)		=	3.0 psf

3. Live Load

a.	Classroom	=	40.0 psf
b	Roof Deck Live Load	=	12.0 psf

4. Seismic Load

a. Design Base Shear

$V = ((Cv \times I) / R T) \times W$

Cv = Seismic coefficient
I = Importance factor
R = Numerical coefficient representative of the inherent over strength and global ductility capacity of the lateral resisting system
T = Elastic fundamental period of vibration under consideration
W = Total seismic load

5. Wind Load

a. Velocity – 175 mph as defined by UBC
Exposure C

D. Foundation

All footings shall rest on the natural compacted soil. Where soft soils are encountered, these will need to be removed and replaced with compacted coral fill.

E. Type of Construction in General

The structural system can be in concrete masonry unit or cast-in-place concrete. Contractor to submit design structural system including structural calculations.

F. Wall System

The vertical load resisting system must compose of concrete bearing walls acting as shear walls. This is the primary lateral resisting element of the structure. the bearing wall system also provides support of the gravity loads from the roof. Cast-in-place concrete or concrete masonry walls are provided in two orthogonal directions to resist any translation and torsional action imposed on the building.

Longitudinal cast-in-place wall along the perimeter provide the lateral resisting element and the primary roof support. Transverse concrete walls at several locations will provide shear capability.

Special detailing must provide for walls with openings.

For non-structural walls, use of reinforced concrete masonry construction may be provided.

G. Roof System

Conventional cast-in-place system or Batter system . A pre-cast pre-stresses composite long span Double Tees with concrete topping is the recommended alternative to the conventional cast-in-place system. The Batter system can be constructed with minimal time compared to conventional C.I.P. system. It may be combined with C.I.P. concrete and masonry materials. A concrete pre-cast double tee composite joist can sustain a higher load capacity as well as the capacity as well as the capacity to span longer distances. It also a high degree of corrosive resistance in highly corrosive environment.

H. Mechanical System

Mechanical system includes air conditioning, ventilation, interior plumbing system and fire sprinkler system.

1. Air Conditioning Systems.

Generally, systems will follow accepted industry practices as reflected in the latest issues of the American Society of Heating, Refrigerating, and Air–Conditioning Engineers (ASHRAE) handbooks.

Systems will be air-cooled to eliminate the need for make-up water and water treatment systems.

Ducted split systems with the fan- coil units in small closets will be used at the classrooms. The cafeteria must utilize a package system located outside the building, distribution duct work will be located above the ceilings except in areas such as the cafeteria which will expose the structure and services.

2. Mechanical Ventilation.

Mechanical Ventilation will be provided for all toilets, and other non-air-conditioned enclosed spaces.

3. Interior Plumbing systems.

Conventional soil, waste and vent piping system will be used, using DWV plastic piping.

Water piping can be copper or chlorinated polyvinyl chloride.

Drinking fountains must be provided

Sinks must be provided in each classroom and must also function as a drinking fountain.

ADA fixtures must be provided at each toilet room

4. Fire Sprinkler System.

I. Electrical System

Contractor to verify the existing distribution power lines and possible power connection points for the new schools. Guam Power Authority will handle all necessary overhead upgrade work. The contractor will be responsible for the cost of the underground line extensions to service the schools.

1. Electrical Distribution

Power service to the facility will be from an existing pad mounted transformer. Service will be 208Y/120V, 3 phase, 4 wires, 60Hz, and will include:

Underground power service from the existing pad mounted transformer to automatic transfer switch the main switchboard to the emergency generator and also to the meter.

Underground distribution to main distribution panel board.

Distribution and branch circuit voltage will be:

- Distribution- 208/120 volts, 3 phase, 4 wire
- Power to major equipment - 208 volts, 3 phase
- Fluorescent and HID lighting- 120 volts
- Small Equipment and appliances - 208/120 volts
- Fluorescent task lighting at counters - 120 volts
- General purpose outlets - 120 volts

2. Lighting

Exterior lighting must be post mounted energy efficient metal halide fixtures for parking and driveways. Pole/fixture assembly must be specified to withstand 175 mph winds with 1.1 gust factor. Wall mounted HID fixtures must be used around the building perimeter for security lighting. Ceiling mounted HID fixtures must be used for covered walkways. Exterior light control must have two levels of automatic switching. The "Night Light" (Security Light) which is "ON" from dusk to dawn and the "Curfew Light" which is "ON" from dusk to a pre-set time before dawn.

Interior lighting fixtures must be energy efficient fluorescent and metal halide.

- General lighting applications must use luminaries with T8 fluorescent lamps and electronic ballast.

- For areas with high ceiling such as the Multi-use/Cafeteria and

covered areas, metal halide fixtures will be used.

- Exit lights to be provided at egress doors and corridors must be light emitting diode type with built-in emergency battery.

- Task lighting at counters must be provided using slim type fluorescent fixtures with switch control and will be mounted under the overhead cabinets.

- General illumination in classrooms, large offices and open areas will have at least three levels of switching to save energy when natural lighting is available.

- Interior walkways must have automatic curfew lighting and security lighting controls.

- Emergency lighting will be provided where required.

3. General Power

A minimum of four general use outlets will be provided in each classrooms. Outlets will be provided at ten (10) feet o.c. at offices. Outlets located outdoors and in wet locations will be weatherproof type with ground fault protection. Outlets in corridors will be heavy duty type.

Power outlets for computers will be isolated type with outlets in each general classrooms, and the library, one outlet per computer station in computer lab and in office areas.

4. Communication Systems

- Telecommunications provisions underground conduit will be provided from the GTA service pedestal to the telephone terminal board. Underground system will be provided from the terminal board to the telephone cabinets to individual outlets. Instruments, cables, and wires will be by GTA under separate contract with the government. Telephone outlets will be provided in offices, lobby, conference rooms, classrooms, and work areas.

- Public address intercom system, clock and program bell provisions and intercom station will be provided in each classroom and office. Interior and exterior speaker system, master clock equipment must be located in the administration area. Digital s lave clocks in each classroom, office, library, cafeteria, and work areas. Local area network (LAN) system provisions empty raceway system will be provided for LAN

cables. Minimum of one LAN outlet must be provided for in each classroom, offices, cafeteria, library, and nurse station.

- Television system provisions conduit with pullwire for television service from pedestal to main TV cabinet. Cable television distribution from Main distribution frame (MDF) via underground conduit system to the library. Cable television outlets must be provided in each classroom.

5. Fire Alarm System

The fire alarm system must be automatic/manual system with audio visual alarms throughout the facility . The fire alarm system will be an addressable analog type. Visual alarm will be provided in each public toilet. smoke detectors will be provided where required. Heat detectors will be provided in mechanical rooms. Duct smoke detectors must be provided where required.

6. Emergency Back-Up Power

Provide emergency back-up generator ,automatic transfer switch with concrete housing, spill containment.

Emergency Generator must have the same load capacity as the main distribution panel, with 3-days minimum capacity of diesel fuel.

7. All Lighting System

All lighting, electrical & mechanical equipment must be all energy efficient and must meet Guam Energy Code.

(TRMA TO PROVIDE AS THE PROGRAMMING DOCUMENTS)

I. PROJECTS DESCRIPTIONS AND LOCATIONS

II. SCOPE OF WORK

DRAFT

CONSTRUCTION OF NEW SIMON SANCHEZ HIGH SCHOOL
FINANCE, DESIGN, BUILD, MAINTAIN AND LEASEBACK (FDDBML)

TECHNICAL SPECIFICATIONS

Project No. SSHS XXXX

Attachment "C"

I. SITE DEVELOPMENT FOR CONSTRUCTION OF NEW SIMON SANCHEZ HIGH SCHOOL (FDDBML)

The following must be considered when developing the preliminary high school layouts for Guam Public School System:

- **Academic Support Areas**: Space such as libraries, teacher workrooms, and computer labs should be located near or within classroom arrangements.

- **Community Use:** the use of public schools by the community is a major issue that affects school layouts in Guam. The facilities most frequently used by the public are:

  1. Cafeterias
  2. Outdoor Gathering Areas (amphitheaters, covered stadiums, covered courts)
  3. Aesthetic Fields and Court Sports

  These facilities should be located near visitor and event parking areas. Security is also an issue; making school facilities more available to the public also makes them more vulnerable to vandalism. In the model conceptual plans, each site is organized so that facilities used by the public separate from the remainder of the campus.

  Classrooms industrial arts facilities may be used for adult classes. One of the advantages of using courtyard buildings is that individual buildings can be opened after-hours to the public while keeping other academic facilities securely gated.

- **Classroom Arrangements**: Developing smaller clusters of classrooms that are organized around a landscaped courtyard reduces the institutional feeling of a school and creates a more child-scaled environment. Clusters can be organized by grade level, academic subject, or learning teams. Educational programs can also affect classroom arrangements.

- **Energy Use:** Classrooms can be sited to allow controlled lighting conditions (a north/south orientation) and reduced air conditioning costs. Landscaping can also be used to reduced air conditioning costs in classrooms and other areas.

- **General Support Areas**: Administrative offices, dining halls, and auditoriums are areas that can be located away from classrooms, and closer to visitor parking areas. Along with some athletic facilities, these are often spaces visited or used by parents or the public. They should be located in areas accessible to the public, such as locations are near visitor parking lots, public roads, and public walkways.

- **Landscape and Open Space:** Shaping the land, especially near elementary school classrooms, extends the learning environment to the outside of the building. Classroom can be sited around a landscape courtyard, creating more a child-scaled environment in a larger school. Trees can also be used to create attractive pedestrian walkways, provide shade for buildings or play areas, screen undesirable views, and control harsh winds by creating windbreaks. Children typically need a place to play and expend energy; open spaces should be located near classrooms (if airconditioned) or dining halls. Landscaping a portion of the outdoor areas with large trees makes them livable in a tropical climate. If it is not possible to afford all landscaping up-front, then develop a landscape master plan that can be implemented overtime. The landscaping portion of a project usually will be less than 10% of the overall site-planning budget.

- **Legal Requirements:** Legal or regulatory requirements that may affect site layouts include zoning standards (setbacks, maximum site coverage, height limits, etc.) fire lanes, fire codes (K-2 classrooms should be occupy ground level) and ADA requirements.

- **Lighting:** for both safety and security reasons, provide lighting in all school areas that will be used during evening hours.

- **Mechanical Systems**: The organizational of mechanical space of large school facilities is outside the scope of this project. However, interviews with some of Guam's school facility managers indicates that the preference is for a decentralized system. The layouts show space within or near each courtyard building for mechanical equipment that services that area. Enclosed areas are preferable to open-air storage for security and noise reasons. We recommend that school architects conduct additional discussions with operational managers when designing future schools on Guam.

- **Physical Education and Athletics**: Athletic fields require large areas of relatively flat land. Outdoor athletics activities are often noisy and should be located away from classrooms; if used for marching band practice, locate away from residential areas. In order to maximize flexible use of fields by coaching staff, place them together whenever possible. Athletic spaces that are used for games, which the public attends, should be easy to find and placed near visitor or event parking lots.

- **Parking:** Locate parking lots in areas with easy access to local streets. However, it is not desirable to locate parking lots in areas where they dominate public views to the school. Develop a landscape buffer between parking lots and other uses.

- **Pedestrian Walkways:** All campus layouts prepared for this project create safe, walkable campus environments. Pedestrian walkways that connect the primary academic facilities are kept away from vehicular roads, and other pedestrian connections keep conflicts to a minimum. Whenever possible, create a pedestrian link between the school entry and public walkways or nearby public facilities. A clear, organized, and spacious walkway system helps to orient users and create a well-functioning environment. Walkways are often social gathering areas for students and teachers; provide shade trees and seating areas along them. Because of Guam's frequent rains, all major walkways should be partially or fully covered. Design service roads and pedestrian walkways near athletic fields for dual use by pedestrians and service/emergency vehicles.

Social Needs: Often, areas that are not designated for specific classroom activities are overlooked in school planning programs. These include conference rooms, teacher/parent meeting rooms, faculty meeting areas, and small to large gathering areas for students. School programs should be modified whenever possible to meet social needs.

Vehicular Traffic: It is important to provide a substantial, on-campus area for the drop off and pickup of children by either bus or private auto. Ideally, children should be able to exit from the right-hand side of the car onto a pedestrian walkway that leads to school facilities. For safety reasons, locate vehicular roadways away from school activity areas. If it is necessary to route service roads or fire lanes through or near the center campus, then limit deliveries to off-hours. If possible, locate faculty and staff parking lots away from the visitor lot and student drop off and pickup traffic; this allows teachers to avoid the heavy traffic associated with before and after-school activities.

Standards

The school's conceptual plans provided illustrate several design ideas that are incorporated into the conceptual site plans. Although defining design guidelines for future schools is outside the scope of this project, these examples begin to show what is possible.

Courtyards

Courtyards are a traditional way to organize buildings around a central open space. They are used extensively throughout the conceptual plans. Courtyard buildings and layouts create organized, smaller scale environments that relate to a child's developmental needs and to educational groups. For example, grade-level classrooms for elementary schools and learning teams for intermediate schools can be organized around an open courtyard. If properly landscaped, courtyards relatively small. A larger outdoor area, such as the one shown at Southern High, is too large to perform its function as a social and organizational feature.

Pedestrian Walkways

Because students and teachers walk from one area of campus to another, pedestrian walkways are the "glue" that holds a school together. Rain is frequent in Guam, so it is recommended that all major walkways be partially or fully covered. Keep covered walkways along the edge of courtyard buildings open for both aesthetic and security reasons.

Architectural Styles

There are many types of architectural styles appropriate for Guam's schools. Because of the island's tropical climate, sloped roofs and wide roofs overhangs are recommended. Colored roof tiles properly attached for typhoon winds shall be used effectively to link school architecture to island traditions.

Athletic Stands

Developing attractive yet typhoon-proof stands for high school facilities present a challenge for Guam's educational architects. For flat, urban school sites, either push the stands up against aa gymnasium wall or hide the tall back side of athletic stands with trees or a tall hedge. When designing for sloped rural sites, a good way to blend concrete stands into the setting is to create terraced platforms for athletic fields. Then set the stands into the slope between the terraced fields.

Gates and Security

Security is a major issue for Guam's schools, and gates and fences often play a strong role in developing the physical character of a campus. This is especially true at public entries, public street edges, and campus interior locations where guard houses, gates and fences either present a welcoming or unfriendly image for students, parents, and the public. Although security is an important issue, fences and gates or walls similar to those used at TamuningVigo Elementary School produce a positive image while maintaining security. When it is necessary to use metal-mesh fences in public areas, hide them with landscape materials.

Provide security lighting alongside and rear perimeter walls and keep a cleared area near the fence or wall for security reasons.

One of the best ways to keep a campus interior secure is to locate classroom, library, and cafeteria windows so that faculty and staff can observe outdoor activity areas. For courtyard layouts, keep interior courtyard windows large and limit exterior perimeter openings to high windows or louvered vents.

SITE SELECTION CRITERIA

Site development patterns affects the overall success of an educational facility. With a large public capital investment at stake, it pays to have site selection criteria and site development guidelines for each type of school facility. Typically, the expertise of a site planner and architect are needed when selecting school sites. When selecting a site for a new school facility, it is important to remember that the required acreage may be more than the minimum site listed on the conceptual site plans in this document. Actual sites may be oddly shaped or contain land that cannot be used because of steep topography, existing easements, or other reasons. In those cases, the site layout will be less efficient than the model plans.

Factors That Affect Site Planning

Whether a school facility will be used as an elementary, middle, or high school, the following factors apply.

- **Location:** A school site should be located near the population it serves, with proximity most important for elementary schools. Schools located near target populations make family participation in school activities easier and reduce transportation costs. If the proposed school site is adjacent to other public uses, then some of the school's facilities can be used off-hours for other purposes. Examples include the parking lot, dining hall, auditorium, and athletic fields or playgrounds.

- **Access:** The size, location, condition, and traffic levels of existing roadways or bus routes that service a particular site affect the school's layout and operation. Nearby traffic or noise may produce safety hazards or an undesirable environment for teaching. Elementary and intermediate schools, in particular, should have adequate road access but should not be located off or near major highways. Pedestrian access is also important. If local walkways connect to the school's entry area and interior walkways, then students parents can more easily walk to/form school.

- **Adjacent Land Use:** A school should be compatible with surrounding uses. School traffic or

outdoor activities can negatively impact dense residential neighborhoods. This is less a problem with elementary or intermediate schools than it is with high schools. If a high school is located next to a residential area, then it is important to locate a buffer area along that boundary in order to maintain privacy and reduce noise for local residents. Adjacent land use that produce high levels of noise, traffic, or pollution. Most residential development, small-scale commercial activity, public uses, and natural preserves are compatible neighbors.

- **Size of the Site:** The minimum site for elementary schools is 10 to 12 acres; for Intermediate schools 15 to 18 acres; for high schools 30 to 35 acres. Sites at the low end of the range require two or more story structures. If a site contains steep land, natural vegetation to be retained, or areas difficult to develop for technical reasons, a larger site is needed. In less developed areas, it may be necessary to control storm drainage by installing detention basins; this also increases land requirements. Larger sites can be developed as a park/school combination and include facilities used for other purposes. Finally, it is important that the site accommodate activities that requires large areas: (1) athletic facilities and outdoors play areas; (2) off-street loading requirements, particularly students drop off pickup areas, and (3) off-street parking.

Topography: Nearly flat or mildly rolling land is easier to develop than a site with steep slopes. A minimum slope of 1 to 2% is required for good site drainage, and a slope of 2% to 5% provides good drainage and maximum development flexibility. Land with a 10% slope can be graded for athletic fields and school facilities, but extensive grading affects cost and increases land requirements. Conversely, a site with slope variations and natural vegetation is more attractive than a nearly flat site.

- **Site Development Cost:** Steep topography and underdeveloped services (roads, utilities) increase site development costs. Depending on the services required, site development costs could vary from 8% to 12% of the entire building construction cost excluding land. If a school site is small, and also has steep slopes, extensive grading and retaining wall construction will increase development costs. A small site also requires multi-story structures that may needs elevators for ADA (American Disability Act) compliance and sprinkler system for K-2 classroom located above the ground floor.

- **Utilities:** Construction costs will be less if water, gas, electrical power, and storm/sanitary sewer lines are available near the school site. Check to determine if the line capacity is adequate to meet school needs. If on-site treatment fields for wastewater must be provided without cesspools (check Department of Health rules), then more land is needed for leaching fields.

Soil Types: Unless soil types are known, it is wise to take test boring to determine whether existing soils will drain properly or support building loads. Problems soils limit available building sites and produce additional excavation or other cost for a school construction project.

- **Environment Factors:** A number of environmental conditions may determine what proportion of a site is usable or even whether the are should be used for school facility. The presence of hazardous waste, high noise levels, adjacent industrial facilities, or high voltage transmission lines may eliminate a site from consideration. If there are wetlands on a proposed site, the extent and location of the wetlands should be determined prior to land purchase. Wetlands usually must be preserved, and their size and location may have a negative impact on the school layout or its functional operations.

SPECIAL PROVISIONS

1. General Intention. It is the declared intention and meaning to provide and secure the **Construction of New Simon Sanchez High School, Finance, Demolition, Design, Build, Maintain, Leaseback (FDDBML), Project No. SSHS XXXX.**

2 Bid. The Contractor and each and every subcontractor shall read the General Conditions immediately following these special provisions, and by the act submitting a bid, shall be deemed to have accepted all conditions contained therein.

3. Specification and Standards. The specifications and standards referenced in this specification (including addenda, amendments and errata listed) shall govern in all cases where the references thereto are made. In cases of difference between the referenced specifications or standards and this specification or its accompanying drawings, this specification and its accompanying drawings shall govern to the extent of such difference, otherwise the referenced specifications and standards shall apply. Extra care shall be exercised to refer in requests for quotation in orders and in subcontracts to the referenced specifications and to all modifications thereof.

4. Time for Completion. It is hereby understood and mutually agreed, by and between the Contractor and the Government of Guam, that the date of beginning, rate of progress and the time for completion of the work to be done hereunder are essential conditions of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on date to be specified in the Notices to Proceed for the design within forty five (45) calendar days and construction and shall be completed within two hundred twenty (220) calendar days.

GENERAL CONDITIONS

I. DEFINITIONS

1. Owner

The term "Owner" as used herein means the Government of Guam, Agana, Guam, and shall include the Governor of Guam, and/or his authorized representatives.

2. Contracting Officer

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

3. Contractor

The term "Contractor" as used herein means the financier, party or parties who or which shall have duly entered into a contract with the Government of Guam to perform the work herein contemplated or his or their authorized assignee.

4. Notice

The term "Notice" as used herein shall mean and include all written notice demands, instructions, claims, approvals and disapprovals required to obtain compliance with contract requirements. Any written notice by either party to the contract shall be sufficiently given if delivered to or at the last know business address of the person, firm, or corporation constituting the other party to the contract, or to his, their, or its duly authorized agent, representative, or officers, or when enclosed in a postage prepaid envelope addressed to such last known business address and deposited in a United States mail box. The Contractor must provide and maintain a post office address within the Territory of Guam and file the same with the Contracting Officer.

II. FDDBML CONTRACT

1. Contract Documents

(a) The contract documents consist of the Agreement, the Request for Proposal (Part I & II) including all addenda and alterations made in the documents prior to their execution.

(b) The contract documents shall be signed by the Owner and Contractor in as many original counterparts as may be mutually agreed.

(c) Anything called for by one of the contract documents and not called for by the others shall be of like effect as if required or called for by all. Any discrepancies between the contract documents shall be called to the attention of the Contracting Officer before proceeding with work affected thereby.

(d) It will be conclusively presumed that the Contractor has read, examined and agreed to each and every term, conditions, provisions, covenant or agreement proposals and contract, to the work to be carried on, said documents being on file in the Division of Capital Improvement Projects, Department of Public Works, Tumon, Guam.

III. OFFEROR RESPONSIBILITIES

1. Site Condition

(a) Offerors should visit the site and shall be responsible for having ascertained pertinent conditions such as location, accessibility, and general character of the site or building, the character and extent of existing work within or adjacent to the site, and any other work being performed thereon at the time of the submission of his proposal. No extra compensation will be made by reason of any misunderstanding or error as regards to the site, the conditions thereof, accessibility or the amount of kind of work to be performed.

2. Award of Contract

(a) The contract will be awarded as soon as possible to the best responsive and responsible offeror whose proposal meets the needs of the Government of Guam to the best degree, provided it is in the interest of the Owner to accept his bid.

(b) The Owner reserves the right to waive any informality in bids received when such waiver is in the interest of the Owner. The Owner also reserves the right to accept any item in the bid and to reject any item in the bid unless otherwise specified by the Owner.

3. Cancellation of Award

The Owner reserves the right to cancel the award of any contract at any time before the execution of same.

IV. DUTIES OF CONTRACTING OFFICER AND CONTRACTOR SAFETY MEASURES

1. Authority of Contracting Officer

The Contracting Officer shall give all orders and directions contemplated under this contract relative to the execution of the work. The Contracting Officer shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid or under this contract and shall decide all questions which may arise in relation to paid work and the construction thereof. The Contracting Officer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract the determination or decision of the Contracting Officer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

The Contracting Officer shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute.

Any difference or conflicts in regard to their work which may arise between the Contractor under this contract and other Contractors performing work for the Owner shall be adjusted and determined by the Contracting Officer.

2. Contractor's Obligations

The Contractor shall, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract within the time herein specified in accordance with the plans and drawings of the work covered by this contract and any and all supplemental plans and drawings, and in accordance with the directions of the Contracting Officer as given from time to time during the progress of the work. He alone shall be responsible for the safety, efficiency and adequacy of his plant, appliances and methods, and for any damage which may result from their failure or their improper construction, maintenance or operations. The Contractor shall observe, comply with and be subject to all terms, conditions, requirements, and limitations of the contract and specifications and shall do carry on and complete the entire work to the satisfaction of the Contracting Officer and the Owner.

3. Superintendence by Contractor

The Contractor shall give his personal superintendence to the work or have a competent foreman or superintendent, satisfactory to the Contracting Officer, on the work at all times during progress with authority to act for him.

4. Subcontracts

(a) Nothing contained in the contract shall be construed as creating any contractual relationship between any subcontractor and the Owner. The diffusion or sections of the contract are not intended to control the Contractor in dividing the work among subcontractors or to limit the work performed by any trade.

(b) The Contractor shall be as fully responsible to the Owner for the acts and omissions of subcontractors and of persons employed by them, as he is for the acts and omissions of persons directly employed by him.

(c) The Contractor shall be responsible for the coordination of the trades, subcontractors, and material men engaged in his work.

(d) The Contractor shall, without additional expense to the Owner, utilize the services of specialty subcontractors on those parts of the work which are generally performed by specialty subcontractors.

(e) The Owner will not undertake to settle any differences between the Contractor

and his subcontractors or between subcontractors.

(f) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work including waiver of mechanics liens to bind subcontractors by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Owner any exercise over the Contractor under any provisions of the contract documents.

5. Subletting

Subletting part of the work is permitted. However, bidder must note that subletting in excess of the following is not allowed:

(a) Where the subletting is for both labor and material, total cost of sublet work shall not exceed 49% of the contract amount.

(b) Where subletting is for labor only, sublet work cost shall not exceed 20% of the total contract amount. Information concerning subcontracts must form a part of the bid documents and shall be submitted on standard "Subcontract" information form.

6. Assignments

The Contractor shall not assign the whole or any part of this contract or any monies due or to become due hereunder without the written consent of the Owner and of all the sureties executing any bonds on behalf of the Contractor in connection with said contract. In case the Contractor assigns the whole or any part of said contract or assigns all or any part of any monies due or to become due under said contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due the Contractor or otherwise shall be subject to all of the terms and conditions of said contract or supplemental thereto, the rights and remedies of the Owner thereunder or arising by operation of the law and to the liens of all persons, firms, and corporations for services rendered or materials supplied in connection with the performance of said contract.

7. Equal Opportunity

(a) The Contractor 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 Contractor will, in all solicitations or advertisements for employees placed

by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, color, age, economic status, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the said labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

8. Hiring of Apprentices

The Contractor shall, except of good cause shown, hire for performance of work under this contract, to the extent possible, apprentices in each occupation to be employed in the performance of work under this contract in accordance with the Executive Order No. 30-7.

9. Minimum Wage Rate

All persons employed on this project shall be paid not less than minimum wage applicable to the corresponding skill or craft as determined by the Department of Labor, Government of Guam. Prevailing wage rates of Department of Labor, Government of Guam are attached herewith and shall be deemed a part of the contract documents.

10. Laws, Permits and Regulations

(a) Building permit for the project shall be secured by the Contractor. Building permit and plan checking fees shall be paid for by the Contractor.

(b) The Contractor shall pay all fees and charges for connection to outside service and use of property other than the site of the work for storage of materials or other purposes.

(c) The Contractor shall comply with all laws, ordinances, regulations and building code requirements applicable to work hereunder unless in conflict with contract requirements. If the Contractor ascertains at any time that any requirement of this contract is a variance with applicable laws, ordinances, regulations, or building code requirements, he shall promptly notify the Contracting Officer and any necessary adjustment of the contract shall be made as specified under Changes in Work.

11. Contractor's and Subcontractor's Insurance

(a) The Contractor shall not commence work under this contract until he has obtained all the insurance required hereunder and such insurance has been approved by the Owner. The Contractor shall not allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.

(b) Workman's Compensation and Employer's Liability Insurance-The Contractor shall take out and maintain during the life of this contract the statutory Workman's Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this contract and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workman's Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.

(c) Bodily Injury Liability and Property Damage Liability Insurance-The Contractor shall take out and maintain during the life of this contract such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him and any subcontractor performing work covered by this contract from claims for damages for personal injury including accidental death, as well as from operations under this contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than:

(1) Bodily Injury Liability Insurance in an amount not less than One Hundred Thousand Dollars ($100,000.00) per person for injuries including wrongful death and in an amount not less than Three Hundred Thousand Dollars ($300,000.00) for injuries including wrongful death resulting from one accident.

(2) Property Damage Insurance in an amount not less than Fifty Thousand Dollars ($50,000.00) for damages resulting from any one accident and in an amount not less than One Hundred Thousand Dollars ($100,000.00) for damages resulting from all accidents.

(d) Owner's Protective Liability Insurance - The Contractor shall take out and furnish to the Owner and maintain during the life of this contract complete Owner's protective liability insurance in amounts as specified in paragraph 11 (c), above for bodily injury liability insurance and for property damage liability insurance.

(e) Fire Insurance - The Contractor shall insure the building or other work included in this contract against loss or damage by fire and against loss or damage covered by the standard extended coverage insurance endorsement, in an insurance company or companies acceptable to the Owner, the amount of the insurance at all times to be at least equal to the amount paid on account of work and materials and plus the value of work or materials furnished or delivered but not yet paid for by the Owner. The policies shall be in the names of the Owner and the Contractor, and their interests may appear. Certificates of the insurance company as to the amount and type of coverage, terms of policies, etc., shall be delivered to the Owner before monthly partial payments are made.

12. Accident Prevention

(a) Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery equipment and all hazards shall be observed. Machinery equipment and all hazards shall be guarded or eliminated in

accordance with the safety provisions of the latest edition of the Manual of Accident Prevention in Construction published by the Associated General Contractors of America to the extent that such provisions are not in contravention of applicable laws.

(b) Should typhoon warnings be issued, the Contractor shall secure the site and take every practicable precaution to minimize damage and/or danger to persons, to the work, and to the adjacent property. These precautions shall include closing all openings, removing all loose materials, tools and/or equipment from exposed locations, and removing or securing scaffolding and all other temporary work.

13. Protection of Work and Property

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work and that of adjacent property (as provided by law and the contract documents) from damage. All passageways, guard fences, lights and other facilities required for protection by laws and regulations and local conditions must be provided and maintained.

14. Responsibility of Contractor to Act in Emergency

In case of an emergency which threatens loss of injury or property and/or safety of life, the Contractor shall act, without previous instructions from the Owner or Contracting Officer, as the situation may warrant. He shall notify the Contracting Officer thereof immediately thereafter of any compensation claimed by the Contractor. Substantiating documents regarding expenses shall be submitted to the Owner through the Contracting Officer and the amount of compensation shall be determined by agreement or arbitration.

15. Mutual Responsibility of Contractors

If the Contractor or any of his subcontractors or employees cause loss or damage to any separate contractor on the work, the Contractor agrees to settle with such separate contractor by agreement, if he will so settle. If such separate contractor sues the Owner on account of any loss so sustained, the Owner shall notify the Contractor who shall indemnify and save harmless the Owner against any expenses or judgement arising therefrom.

16. Use of Premises and Removal of Debris

The Contractor expressly agrees to undertake at his own expense

(a) to take every precaution against injuries to persons or damages to property;

(b) to comply with the regulations governing the operation of premises which are occupied and to perform his contract in such a manner as not to interrupt or interfere with the operation of other facilities;

(c) to perform any work necessary to be performed after regular working hours or on Sundays or legal holidays without additional expense to the Owner;

(d) to store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors;

(e) to place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work;

(f) to frequently clean up all refuse, rubbish, scrap materials and debris caused by his operation so that at all times the site of the work shall present a neat, orderly and workmanlike appearance. No burning will be permitted;

(g) to ~~effect~~affect all cutting, fitting, or patching of his work required to make the same conform to the plans and specifications, and except with the consent of the Contracting Officer, not to cut or otherwise alter the work of any contractor;

(h) before final payment to remove all surplus materials, false work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, to put the site in a neat, orderly condition and to thoroughly clean and leave reasonably dust free all furnished surfaces.

17. Obstructions

The Contractor shall at his own expense remove all obstructions, the removal of which shall be necessary for the proper reception, performance, construction, installation and completion of all work under this contract.

18. Site of Contractor's Operations

The Contractor shall confine all construction operations within the vicinity of the site and shall arrange his work so that all construction materials and equipment are placed in such manner and location that there may be a minimum of interference or inconvenience inflicted upon the public and employees of the Government.

19. Barricades

The Contractor shall erect, install and maintain all temporary public walks, warning signs, barricades or other protective means in and around the site as deemed necessary or as may be ordered by the Contracting Officer for the effective protection of the public from injury and shall be held strictly liable for their safety.

20. Electrical Energy

The Contractor shall make all necessary applications, pay all fees and charges, obtain necessary permits and provide and maintain his own electrical power and light as required and necessary in the progress of any branch of the work. He shall provide all temporary wiring necessary.

21. Water

The Contractor shall make all necessary applications, pay all fees and charges, obtain necessary permits for construction of temporary water required for use on this project. The nearest available source of water tap shall be verified by the Contractor. The Contractor shall be responsible for all expenses required for conveying water to the site from the available nearest source.

22. Signs

The Contractor shall erect a sign at the project site at his own expense. The location of sign shall be as directed by the Contracting Officer. Size of signs, lettering, and other pertinent data that should appear on the sign will be furnished by the Contracting Officer to the Contractor.

V. QUALITY OF WORK

1. Engineering and Layout

The Contractor shall provide competent engineering services to execute the work in accordance with the contract requirements.

2. Shop Drawings, Materials and Workmanship

Unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new. All workmanship shall be first class and by persons qualified in the respective trades.

Shop Drawings

(a) The Contractor shall submit, for the approval of the Contracting Officer, shop and setting drawings and schedules required by industry practice or that may be requested by the Contracting Officer and no work shall be fabricated by the Contractor, save at his own risk, until such approval has been given.

(b) Drawings and schedules shall be submitted in quadruplicate (unless otherwise specified) accompanied by letter of transmittal which shall give a list of the numbers and dates of the drawings submitted. Drawings shall be complete in every respect and bound insets.

(c) The Contractor shall submit all drawings and schedules sufficiently in advance of construction requirements to allow ample time for checking, correcting, resubmitting and rechecking.

(d) The drawings submitted shall be marked with the name of the project, numbered consecutively and bear the stamp of approval of the Contractor as evidence that the drawings have been checked by the Contractor. Any drawings submitted without this stamp of approval will not be considered and will be returned to the Contractor for

resubmission. If the shop drawings show variations from the requirements of the contract because of standard shop practice or other reasons, the Contractor shall make specific mention of such variation in his letter of transmittal in order that if applicable, suitable action may be taken for proper adjustment. Otherwise, the Contractor will not be relieved of the responsibility for executing the work in accordance with the contract even though such shop drawings have been approved.

(e) The approval of shop and setting drawings will be general and, except as otherwise provided in paragraph 2 (c), shall not be construed (1) as permitting any departure from the contract requirements; (2) as relieving the Contractor of the responsibility for any error in details, dimensions or otherwise that may exist; (3) as approving departures from additional details or instructions previously furnished by the Contracting Officer.

3. Standards

(a) Any material specified by reference to the number, symbol or title of a specific standard, such as a commercial standard, a Federal specification, a trade association standard or other similar standard, shall comply with the requirements in the latest revision thereto in effect on the date of Request for Proposals, except as limited to type, class or grade or modified in such reference.

(b) The standard referred to, except as modified in the specifications, shall have full force and effect as though printed in the specifications. These standards are not furnished to proposers for the reason that the manufacturers and trades involved are assumed to be familiar with their requirements. The Contracting Officer will furnish, upon request, information as to how copies of such standards may be obtained.

(c) Reference in the specifications to any article, device, product, material, fixture, form, or type of construction by name, make or catalog number shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition; and the Contractor, in such cases, may at his option use any article, device, product, material, fixture, form of type of construction which in the judgment of the Contracting Officer expressed in writing is equal to that specified.

4. Samples

(a) The Contractor shall furnish for the approval of the Contracting Officer any samples required by the construction specifications or that may be required by the Contracting Officer of any and all materials or equipment he proposes to use and shall prepay all shipping charges on the samples.

(b) No materials or equipment of which samples are required to be submitted for approval shall be used on the work until such approval has been given by the Contracting Officer, save only at the Contractor's risk and expense.

(c) Each sample shall have a label indicating the material represented, its place of origin and the names of the producer, the Contractor and the building or work for which the material is intended. Samples of finished materials shall be so marked as to indicate

where the materials represented are required by the drawings or specifications.

(d) A letter in duplicate submitting each shipment of samples shall be mailed under separate cover by the Contractor and contain a list of the samples, the name of the building or work for which the materials are intended, and the brands of the materials and names of the manufacturers.

(e) The approval of any sample shall be only for characteristics or for the named in such approval and no other. No approval of a sample shall be taken in itself to change or modify any contract requirement. When a material has been approved, no additional sample of that material will be considered and no change in brand or make will be permitted. Approval of samples of hardware in good condition may be suitably marked for identification and used in the work.

(f) Failure of any material to pass the specified tests will be sufficient cause for refusal to consider under this contract any further samples of the same brand or make of that material.

(g) Test samples as the Contracting Officer may deem necessary will be procured from the various materials or equipment delivered by the Contractor for use in the work. If any of these test samples fail to meet the specifications requirement, any previous approvals will be withdrawn and such materials or equipment shall be subject to removal and replacement by the Contractor with materials or equipment meeting the specification requirements, or at the discretion of the Owner, the defective materials and equipment may be permitted to remain in place subject to a proper adjustment of the contract price. The cost of the tests will be borne by the Owner except where laboratory tests as hereinafter specified are required by the specifications.

5. Laboratory Tests

(a) Laboratory tests of materials and finished articles to be incorporated in the work shall be made by bureaus, laboratories or agencies approved by the Contracting Officer, and the reports of such tests shall be submitted to the Contracting Officer. The cost of the testing shall be paid for by the Contractor.

6. Methods

The Contractor shall use proper and efficient methods and appliances for the performance of all the operations connected with work embraced under these specifications, drawings and contract to secure a rate of progress which will secure completion of the work within the time specified. If, at any time before commencement of work, or during the progress thereof, such methods, equipment or appliances are inefficient or inappropriate for securing said quality of work or said rate of progress, the Contracting Officer may order the Contractor to increase their efficiency or to improve their character, and the Contractor must conform to such order. The failure of the Contracting Officer to demand such increases of efficiency or improvement shall not relieve the Contractor or his sureties from the obligations to secure such quality of work and said rate of progress and the completion of the work as required herein.

7. Labor and Materials

The Contractor shall furnish all labor, materials and equipment for the execution of the work according to the drawings, specifications and contract, and where no specifications are contained therein for whatever may be necessary, shall do all that may be termed ordinary, customary or essential to a job to be well and reliably completed. This includes concealment of all pipes and other rough items of installation if not clearly so shown on the drawings in a manner acceptable to the Contracting Officer. Structural safety shall not be impaired by such concealment. Work not particularly detailed, marked or specified shall be of equal quality as similar parts that are detailed, marked or specified. All material finished for and used in the job shall be of kind and grade specified and where not specifically called for at least of customary standard grade. All work shall be executed in accordance with their trades. Full structural safety is ~~essential~~essential, and the Contractor guarantees to accomplish same for the entire work.

8. Guarantee of Work

(a) Except as otherwise specified all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment, or workmanship for one year from the date of final completion of the contract or from full occupancy of the building by the Owner, whichever is earlier.

(b) If within any guarantee period, repairs or changes are required in connection with guaranteed work which, in the opinion of the Contracting Officer, is rendered necessary as the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the contract, the Contractor shall promptly upon receipt of notice from the Owner and without expense to the Owner:

(1) Place in satisfactory condition in every particular all of such guaranteed work and correct all defects therein; and

(2) Make good all damages to the building or site or equipment or contents thereof which, in the opinion of the Contracting Officer, is the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the contract.

(c) In any case wherein fulfilling the requirements of the contract or of any guarantee embraced in or required thereby the Contractor disturbs any work guaranteed under another contract, he shall restore such disturbed work to a condition satisfactory to the Contracting Officer and guarantee such restored work to the same extent as it was guaranteed under such other contract.

(d) If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the Owner may have the defects corrected and the Contractor and his surety shall be liable for all expense incurred.

(e) All special guarantees applicable to definite parts of the work shall be stipulated in the specifications or other papers forming a part of the contract and shall be subject to

the terms of this paragraph during the first year of the life of such special guarantee.

9. Defective Work

No work or material which may be defective in construction or quality or deficient in any of the requirements of the drawings and specifications will be considered accepted as a consequence of the failure of the Contracting Officer or the inspectors to discover or to point out said defects or deficiencies during the construction; nor will the presence of inspectors on the work relieve the Contractor from the responsibility of securing the quality and progress of work as required by these specifications.

Any defective work that may be discovered before the completion of the work or within such time as required by the bond shall be replaced by work and materials that shall conform to the spirit and intent of the drawings, specifications and contract. The fact that the Contracting Officer or his representatives may have overlooked defective work shall not constitute the acceptance of work. NO PAYMENT WHETHER PARTIAL OR FINAL SHALL BE CONSTRUED TO BE AN ACCEPTANCE OF DEFECTIVE WORK OR IMPROPER MATERIALS.

The Contracting Officer may at any time by order given in writing stop any work not being done according to drawings and specifications and any order so given shall not in any way relieve the Contractor from completing his contract and shall not in any way terminate, cancel or abrogate the contract or any part thereof, and the Government of Guam shall not in any way be responsible for the delay due to stopping the work as aforesaid.

VI. INSPECTION OF WORK

1. Access to the Work

The Contracting Officer and his representatives shall have access at all times to the work for inspection whatever it is in preparation or progress and the Contractor shall provide proper facilities for such access and inspection.

2. Inspectors

Inspectors may be placed by the Contracting Officer to supervise each and every subdivision of the work or any parts or process thereof. The Contracting Officer and the inspectors shall have free access to all parts of the work at all times and shall be given every facility, information and means of thoroughly inspecting the work done and the materials used or to be used.

The inspectors shall at all times be free to perform their duties and any intimidation of any inspector by the Contractor or the employees thereof shall be sufficient reason, if the Owner shall so decide, to annul the contract.

3. As-Built Drawings

An approved set of drawings and specifications shall be maintained at the site with all changes or deviations from the original drawings neatly marked thereon in brightly

contrasting color. This shall be a separate set of drawings not used for construction purposes which shall be kept up to date as the job progresses and shall be made available for inspection by the Contracting Officer at all times. Upon completion of the contract this set of drawings shall be delivered to the Contracting Officer. An electronic CAD file (non-PDF) of the shop drawings shall also be submitted for review and approval prior to final acceptance of the project.

4. Inspection

(a) All materials and workmanship (if not otherwise designated by the specifications) shall be subject to inspection, examination and testing by the Contracting Officer at any and all times during manufacture and/or construction and at any and all places where such manufacture and/or construction are carried on. The Contracting Officer shall have the right to reject defective material and workmanship or require its correction. Rejected workmanship shall be satisfactorily corrected, and rejected materials shall be satisfactorily replaced with proper materials and the Contractor shall promptly segregate and remove the rejected materials from the premises. If the Contractor fails to proceed at once with the replacement of rejected materials and/or the correction of defective workmanship, the Owner may, by contract or otherwise, replace such materials and/or correct such workmanship and charge the cost to the Contractor, or may terminate the right of the Contractor to proceed as provided in paragraph 5 of Section VII, Time for Performance, the Contractor and surety being liable for any damage to the same extent as provided in said paragraph 16 for termination thereunder.

(b) The Contractor shall furnish promptly, without additional charge, all reasonable facilities, labor and materials necessary for the safe and convenient inspection and tests that may be required by the Contracting Officer. All inspections and tests shall be performed in such manner as not to unnecessarily delay the work. Special, full-size and performance tests shall be as described in the specifications. The Contractor shall be charged with any cost of inspection when material and workmanship are not ready at the time inspection is requested by the Contractor.

(c) Should it be considered necessary or advisable by the Contracting Officer at any time before final acceptance of the entire work to make an examination of work already completed by removing or tearing out same, the Contractor shall on request promptly furnish all necessary facilities, labor and materials. If such work is found to be defective in any material respect due to the fault of the Contractor or his subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements involved in the examination and replacement, the cost of conducting the test plus 15 percent shall be allowed the Contractor and he shall in addition, if completion of the work has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

5. Final Inspection

When the work is substantially completed the Contractor shall notify the Owner, in writing, that the work will be ready for final inspection and test on a definite date which shall be stated in such notice. The notice shall be given at least ten (10) calendar days in advance of said date and shall be forwarded through the Contracting Officer who will attach his endorsement as to whether or not he concurs in the Contractor's statement that

the work will be ready for final inspection or tests on the date given but such endorsement shall not relieve the Contractor of this responsibility in the matter.

VII. TIME FOR PERFORMANCE

1. Prosecution of the Work

The Contractor agrees that said work shall be prosecuted regularly, diligently and without interruption at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed by and between the Contractor and the Owner that the time for completion of the same takes into consideration the average climatic range and usual industrial conditions prevailing in the locality.

2. Suspension of Work

The Owner will furnish all land and rights-of-way necessary for the carrying out of this contract and the completion of the work herein contemplated. Should the Owner be prevented or enjoined from proceeding with the work or from authorizing its prosecution, either before or after the commencement by reason of any litigation, the Contractor shall not be entitled to make or assert any claim for damage by reason of said delay, or to withdraw from the contract except by consent of the Owner, but time for completion of the work will be extended to such time as the Owner determines will compensate for the time lost by such delay determination to be set forth in writing.

3. Climatic Conditions

(a) When so ordered by the Contracting Officer, the Contractor shall suspend any work that may be subject to damage by climatic conditions.

(b) Contract Completion Time. The allowable ~~work days~~workdays for this contract were calculated after allowing for the following number of lost days in each month. Time extension on account of inclement weather will be allowed only if the daily report of the Contracting Officer's inspector indicates lost days beyond the limits shown below. Time extension on account of inclement weather on Saturday and Sunday shall be granted only if the Contractor confirms in writing at least seven (7) days in advance his intention to work on weekends.

Month	Non-Working Days	Month	Non-Working Days
January	06	July	10
February	04	August	11
March	04	September	11
April	03	October	09

May	04	November	07
June	06	December	07

4. Progress Report

The Contractor shall submit monthly progress report in triplicate to the Contracting Officer briefly setting forth work accomplished.

5. Owner's Right to Stop Work or Terminate Contract, Delays, Damages

(a) If:

(1) The Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors;

(2) A receiver or liquidator shall be appointed for the Contractor or for any of his property and shall not be dismissed within 20 calendar days after such appointment, or the proceedings in connection therewith shall not be stayed on appeal within the said 20 calendar days;

(3) The Contractor shall refuse or fail, after Notice of Warning from the Contracting Officer, to supply enough properly skilled workmen or proper materials; or

(4) The Contractor shall refuse to prosecute the work or any part thereof with such diligence as will insure its completion within the period herein specified (or any duly authorized extension thereof) or shall fail to complete the work within said period, or;

5) The Contractor shall fail to make payments as specified to persons supplying labor or materials for the work, or;

(6) The Contractor shall fail or refuse to regard laws, ordinances or the instructions of the Contracting Officer or otherwise be guilty of a substantial violation of any provisions of this contract, then, and in any such event, the Owner, upon the certificate of the Contracting Officer that sufficient cause exists to justify such action, and without prejudice to any other rights or remedy he may have may, with 10 calendar days' notice to the Contractor, terminate the employment of the Contractor and his right to proceed, either as to the entire work or (at the option of the Owner) as to any portion thereof as to which delay shall have occurred, and may take possession of the work and complete the work by contract or otherwise as the Owner may deem expedient. In such case the Contractor shall not be entitled to receive any further payment on that work until the work is finished. If the unpaid balance of the compensation to be paid the Contractor hereunder shall exceed the expense of so completing the work (including compensation for additional managerial, administrative, and

inspection services and any liquidated damages for delay), such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor and his sureties shall be liable to the Owner for such excess. If the right of the Contractor to proceed with the work is so terminated, the Owner may take possession of and utilize in completing the work such materials, supplies, plant, and equipment as may be on the site of the work and necessary therefor. The expenses incurred through the Contractor's default shall be certified by the Contracting Officer.

(b) If the Owner does not terminate the right of the Contractor to proceed, the Contractor shall continue the work, in which event the Contractor shall pay to the Owner as fixed, agreed, and liquidated damages for each calendar day of the delay until work is completed or accepted the amount as set forth in the section of the specifications and the Contractor and his sureties shall be liable for the amount thereof.

(c) Provided that the right of the Contractor to proceed shall not be terminated, or the Contractor charged with liquidated damages because of any delays in the completion of the work due to unforeseeable cause beyond the control and without the fault or negligence of the Contractor including, but not restricted to, acts of God or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, or delays of subcontractors due to such cases, if the Contractor shall, within ten days from the beginning of any such delay (unless the Owner shall grant a further period of time prior to the date of final settlement of the contract) notify the Owner in writing through the Contracting Officer of the causes of delay, who shall ascertain the facts and the extent of the delay and extend the time for completing the work when in his judgment the findings of facts justify such an extension, and his findings of fact thereon shall be final and conclusive on the parties hereto subject only to arbitration as specified herein.

VIII. CLAIMS, PAYMENTS

1. Contractor's Title to Materials

No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies for which he accepts partial payments.

2. Claims

The Contractor agrees whenever required to do so by the Owner to furnish satisfactory evidence that all persons, firms or corporations who have done work or supplied materials under these specifications have been paid or have been duly notified of the completion of the work and have been secured to their satisfaction before the said Contractor shall be entitled to final payment.

In case such evidence is not furnished or in case any claim is filed with the Owner or any suit or action is instituted against the Owner as defendant or garnishes or against the

Contractor in connection with the work performed or to be performed under the drawings, specifications or contract, the Owner may retain from the money due or to become due to the Contractor such sum or sums as in the judgment of the Contracting Officer will fully protect the Owner from loss, charge or expense by reason of such claim, suit or action. The Owner without prejudice to any other and further rights, may make any and all deductions for any loss, charge or expense sustained by it to which it would be entitled under the contract specifications or bond, or otherwise before paying over the balance of the sum or sums retained as aforesaid, if any, to the Contractor, his creditor, or any successful claimant against the Contractor.

No payment made or retained under this contract shall be held to relieve the Contractor and/or his sureties from his and/or their obligations under this bond to hold harmless and indemnify the Owner or its agents from any and all loss, charge or expense by reason of any unpaid claim whatsoever.

3. Waiver of Mechanics Liens

Contractor waives any right that he now has or in the future may have to claim a mechanic's lien against the real property or improvements thereon which are the subject of this contract, to secure payment for labor and materials furnished or to be furnished by him under this contract.

4. Schedule of Values

Within three days after receipt of notice to proceed, the Contractor shall submit for approval a schedule of the estimated values of the main branches of the work totaling the amount of the contract. The format to be used will be furnished by the Contracting Officer.

5. Taxes

The Contractor shall, without additional expense to the Owner, pay all applicable taxes. The successful bidder will be required to comply with the applicable sections of Titles 11 and 21 of the Guam Code Annotated, as regards to licenses and taxes. In addition to the general contractor's liability, subcontractors are also subject to these provisions. Subcontractors are also required to possess Guam Service Licenses. The Contractor will be required to submit a list of his subcontractors and the monetary amount of each subcontract.

6. Materials, Services and Facilities

It is understood that except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature whatsoever necessary to execute, complete and deliver the work within the specified time.

7. Patents

The Contractor shall hold and save the Owner and his officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses, for or on account of any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the contract documents.

8. Payment by Contractor

The Contractor shall pay -

(a) for all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered;

(b) for all materials, tools, and other expendable equipment to the extent of 90 percent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools and equipment are incorporated or used;

(c) to each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors, to the extent of such subcontractor's interest therein.

9. Extras

Except as otherwise herein provided, no charge for any extra work or materials will be allowed unless the same has been ordered in writing by the Owner and either the price is stated in such order or a definite acknowledgment is made that a change in price is involved subject to later determination.

IX. MISCELLANEOUS

1. Prohibited Interests

(a) No member of or Delegate to Congress or Resident Commissioner or Governor's Office or Lieutenant Governor's Office or Employees of the Government of Guam and their relatives or immediate family members, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

(b) No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer, or inspector of or for the Government of Guam authorized to exercise any legislative, executive supervisory or

other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

2. Disputes

(a) Except as otherwise provided in this contract, any disputes arising under this contract shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive. The provision shall not be pleaded in any suit involving a question of facts arising under this contract as limiting judicial review of any such decision to cases where fraud by such official or his representative is alleged. Provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence.

(b) This "Disputes" clause does not preclude consideration of questions of law in connection with decisions provided for in paragraph (2) above. Nothing in this contract, however, shall be construed as making final the decision of any administrative official representative or board on a question of law.

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INSURANCE AND MAINTENANCE AGREEMENT

dated as of 2025,

by and among

Lessor,

DEPARTMENT OF EDUCATION, GOVERNMENT OF GUAM,
Lessee,
Maintenance
Contractor,

and

Trustee

DRAFT

TABLE OF CONTENTS

		Page
ARTICLE I	DEFINITIONS; TERM	1
1.1	Definitions	1
1.2	Term of Agreement	1
ARTICLE II	DELEGATION OF INSURANCE AND MAINTENANCE RESPONSIBILITIES	2
2.1	Delegation	2
2.2	Powers of Maintenance Contractor	2
2.3	Obligations of Maintenance Contractor	3
2.4	Governmental Successor	3
ARTICLE III	MAINTENANCE CONTRACTOR's COMPENSATION, BUDGETING AND REIMBURSEMENT	3
3.1	Maintenance Contractor's Compensation	3
3.2	Preparation of Budget	3
3.3	Approval of Budget	4
3.4	Reduction of Services	4
3.5	Operation within Budget	4
3.6	Budget Overruns; Program Changes	5
3.7	Books	5
3.8	Right to Stop Performing Functions	5
3.9	Payment	5
ARTICLE IV	INSURANCE	6
4.1	General	6
4.2	Deductibles and Co-Payments	6
4.3	Damage and Reconstruction	6
ARTICLE V	MISCELLANEOUS	7
5.1	Breach	7
5.2	Enforcement Fees	7
5.3	Limited Liability	7
5.4	Amendment	7
5.5	Partial Invalidity	7
5.6	Entire Agreement	7
5.7	Applicable Law	7
5.8	Successors and Assigns	7

THIS INSURANCE AND MAINTENANCE AGREEMENT (this "Agreement") is entered into as of this first day of August, 2025, by and among _____ ("Lessor"), the DEPARTMENT OF EDUCATION, GOVERNMENT OF GUAM ("Lessee"), _____, as ("Maintenance Contractor"), and _____ as trustee pursuant to the Trust Agreement (as defined herein) (the "Trustee").

WITNESSETH:

WHEREAS, Lessor and Lessee have entered into a Lease Agreement, dated as of _____, 2025 (the "Lease Agreement");

WHEREAS, pursuant to the Lease, Lessor will construct a high school (the "Facility") and lease the Facility to Lessee;

WHEREAS, under the Lease Agreement, Lessor has undertaken certain obligations with respect to the insurance and capital maintenance of the Facility, and Lessor and Lessee wish to contract with Maintenance Contractor to fully perform such obligations;

WHEREAS, Maintenance Contractor, in consideration of the compensation herein provided, is prepared to perform the required services and fully and timely perform and discharge such obligations;

WHEREAS, this Agreement, together with the Project Development Agreement, dated as of _____, 2025, by and between Lessor and _____, as developer, constitutes the "Contract" as that term is defined in Chapter 58A of Title 5 of the Guam Code Annotated; and

WHEREAS, Lessee has agreed to make annual rental payments to Lessor, and Lessor has assigned these payments to the Trustee, as Trustee under the Trust Agreement, dated as of _____, 2025 (the "Trust Agreement"), by and between Lessor and Trustee, pursuant to which the Trustee has executed and delivered the _____ (Lessor). _____(the "Certificates"" in order to finance the Facility;

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS; TERM

1.1 Definitions. All capitalized terms used and not defined herein shall have the meaning ascribed thereto in the Lease Agreement.

1.2 Term of Agreement. The rights and duties of Maintenance Contractor under this Agreement shall commence upon the issuance by the Department of Public Work of the certificate of occupancy with respect to the Facility, and shall end upon the expiration or termination of the Lease Agreement. The obligations of Lessor to make the payments and reimbursements set forth herein begin when the rights and duties of Maintenance Contractor begin, but will survive the termination of the Lease Agreement, provided that no additional charges will accrue hereunder (other than interest and, if applicable, default and collection fees) after the termination of the Lease Agreement.

ARTICLE II

DELEGATION OF INSURANCE AND CAPITAL MAINTENANCE RESPONSIBILITIES

2.1 Delegation. Lessor hereby delegates to Maintenance Contractor, its duties to provide for the capital maintenance and insurance of the Site and the Facility and the payment of taxes with respect thereto, pursuant to Articles VI, VII and VIII of the Lease Agreement to the extent herein provided. Lessee hereby consents to such delegation. In consideration of the payments and reimbursements herein provided, Maintenance Contractor hereby accepts such delegation.

2.2 Powers of Maintenance Contractor. Maintenance Contractor shall have all the powers necessary to carry out its duties and responsibilities under this Agreement, including but not limited to the following:

(a) To engage the services of contractors or other employees or agents and to pay to said persons a reasonable compensation therefor.

(b) "To insure, repair, perform capital maintenance on, and otherwise deal in and with, real and personal property of every kind and character that was constructed or installed by Lessor, located on the Site or used in connection with the Facility in accordance with the Scope of Work in Exhibit A.

(c) To deal in and with the Facility including but not limited to buildings and other structures; classrooms; gymnasiums; tennis, volleyball and basketball courts; soccer, softball, baseball and football fields; playgrounds and other athletic facilities; cafeterias; offices; language laboratories; scientific laboratories, equipment and safety devices; conference rooms; roads, walkways, streets, and pedestrian paths; parks, open spaces, gardens, common areas and public areas; amphitheaters and other public entertainment areas; utility lines and systems; outdoor lighting systems; landscaping, including without limitation plants, trees, shrubs, and grass, and such improvements and equipment as may be appropriate for use in connection with Maintenance Contractor's duties under this Agreement.

(d) Subject to applicable law, to delegate by written agreement to one or more contractors any or all of Maintenance Contractor's powers, duties and responsibilities referred to in this Agreement, provided, that no such delegation shall relieve Maintenance Contractor of its duties and responsibilities hereunder.

(e) To pay all costs imposed by, associated with, or incurred as a result of Federal or Guam laws, rules, or regulations, including without limitation taxes (if any), costs of studies, consultants' fees and costs, and performance costs.

(f) To do everything necessary, suitable, convenient, or desirable for the accomplishment of any of the purposes, the attainment of any of the objects, or the furtherance of any of the powers set forth in this Agreement, either alone or in connection with other corporations, firms, or individuals, and either as principal or agent, and to do every act or thing incidental or appurtenant to, or growing out of, or connected with any of the aforesaid objects, purposes, or powers.

2.3 Obligations of Maintenance Contractor. To fulfill the duties accepted by it pursuant to Section 2.1, Maintenance Contractor shall:

(a) from and after the issuance of an occupancy permit for the Facility, provide for the capital maintenance, repair, and replacement of the Facility as set forth in the Scope of Work attached hereto as Exhibit A;

(b) from and after the issuance of an occupancy permit for the Facility,

obtain insurance for the Facility of the type and in the coverage amounts set forth in Section 7.01(b) of the Lease Agreement and Article IV;

(c) rebuild and repair the Facility following damage or destruction thereof or a permanent taking by the power of, or a power in the nature of, eminent domain or by an action or deed in lieu of condemnation, as set forth in Article IV; and

(d) prepare, adopt, amend and disseminate Budgets from time to time as set forth in Article III.

Maintenance Contractor shall not be obligated to provide routine maintenance, security services, custodial services, waste collection, or landscaping services to the Site.

2.4 Governmental Successor. Maintenance Contractor may, in its discretion, turn over any of its powers and duties hereunder to a governmental entity that is willing to accept and assume the same under the terms and conditions of this Agreement, provided that Maintenance Contractor shall provide Trustee with written notice of such successor.

ARTICLE III

MAINTENANCE CONTRACTOR'S COMPENSATION, BUDGETING AND REIMBURSEMENT

3.1 Maintenance Contractor's Compensation. Maintenance Contractor shall be entitled to reimbursement for all expenditures made hereunder and compensation for its services as set forth in the annual budget as defined in 3.2. Notwithstanding any other provision of this Agreement, such compensation shall include, and Lessor shall be obligated to pay Maintenance Contactor, reimbursement to Maintenance Contractor of all insurance premiums payable pursuant to Section 2.3(b) and all expenses incurred pursuant to Section 2.3(c). Notwithstanding any other provision of this Agreement, Maintenance Contractor shall have no obligation to perform any obligation hereunder if it has not been paid compensation as provided for herein. Without limiting the generality of the foregoing, Maintenance Contractor shall have no obligation to make any payment described in Sections 2.3(b) or 2.3(c) if it is not assured of reimbursement therefor. In any given lease year, Lessor will not be required to reimburse Maintenance Contractor for costs, including emergency expenditures as described in Section 3.5, if sufficient funds for such reimbursement are not available in either the Insurance and Maintenance Fund, or the Capital Replacement Reserve, as the case may be. Lessor shall take actions as described in this Article III, to include any valid and unreimbursed costs of the Maintenance Contractor in the subsequent year's budget.

3.2 Preparation of Budget. For each Term, commencing with the Term beginning on December 2, 2012, Maintenance Contractor shall, not later than sixty (60) days prior to the beginning of the Fiscal Year in which such Term commences, prepare a Budget for such Term (including a reasonable allowance for contingencies) (the "Budget"). The Budget shall set forth a detailed estimate of all costs to be incurred with respect to this Agreement and a schedule of cash advances to be made by Maintenance Contractor. The Budget shall also provide for up to $xxx,xxx in each year to be deposited to the Capital Replacement Reserve (the balance of which is not to exceed $x,xxx,xxx). In addition, the Budget shall provide for a $xx,000 allotment in each year for unscheduled repair's, including, for example, repairs needed as a result of vandalism. The Budget for the Initial Term has been approved by Maintenance Contractor, Lessor and Lessee and is attached hereto as Exhibit C.

3.3 Approval of Budget. Maintenance Contractor shall submit the proposed Budget to Lessor and Lessee for approval. Lessor and Lessee shall each be deemed to have approved the Budget unless, within 30 days after the date the proposed Budget is submitted, Lessor or Lessee provides to Maintenance Contractor with a written list of specific items in the proposed Budget to which such party objects together with its reasons for objecting. If either such party objects for any reason, including inability to pay any required Additional Rental in the amount budgeted for the Fiscal Year, Maintenance Contractor shall prepare and submit to Lessor and Lessee a revised Budget within 15 days of receipt of the objection. If Lessor, Lessee and Maintenance Contractor are unable to agree on the Budget for any year, the dispute shall be resolved as set forth on Exhibit B. Lessee's approval of a Budget shall constitute agreement to pay Additional Rental from Available Funds in such additional amount as shall be sufficient, together with the originally scheduled Additional Rental and available amounts on deposit in the Insurance and Maintenance Fund (or the Capital Replacement Reserve, as applicable) under the Trust Agreement to pay the amounts provided in such Budget; provided, however, that expenditures from the Capital Replacement Reserve shall be subject to Lessee approval (by written approval of the Superintendent of the Department of Education or another person designated in writing by the Superintendent). In the absence of an Event of Default under the Lease, Lessor's approval of Budgets shall be based solely on the sufficiency of amounts available under the Trust Agreement to pay the amounts provided in such Budget. When each annual Budget has been approved or deemed approved pursuant hereto, the Maintenance Contractor shall promptly submit a copy of the Budget to the Trustee.

3.4 Reduction of Services. If Lessor or Lessee objects to the proposed Budget because of an inability to pay for all budgeted services, Maintenance Contractor shall prepare a revised Budget in which total costs for the Fiscal Year do not exceed the $1,568,000 originally scheduled Additional Rental and available amounts on deposit in the Insurance and Maintenance Fund (or the Capital Replacement Reserve, as applicable) or such larger amount as shall be approved by the Lessor and Lessee. Maintenance Contractor shall consult with Lessee concerning which services, if any, to reduce or eliminate in the revised Budget. If this Section 3.4 is applicable due to an objection by Lessor or Lessee, Maintenance Contractor may provide in the revised Budget for the reduction or elimination of any of the services otherwise required to be provided by Maintenance Contractor under this Agreement. Maintenance Contractor shall submit a revised Budget to Lessor and Lessee within 10 days of the date Lessor or Lessee submits its objections to the proposed Budget. Unless Lessor or Lessee notifies Maintenance Contractor in writing that such party objects to the revised Budget within 10 days of the date the revised Budget is submitted, Lessor and Lessee each shall be deemed to have approved the revised Budget. If Lessor or Lessee objects to the revised Budget, then either Lessor or Lessee may terminate this Agreement with 30 days' written notice to the Maintenance Contractor and the Trustee. Any revised Budget approved or deemed approved pursuant hereto shall be submitted promptly in writing to the Trustee.

3.5 Operation within Budget. Operations shall be conducted, expenses shall be incurred and assets shall be acquired only pursuant to approved Budgets, provided, however, that in case of emergency, Maintenance Contractor may take any reasonable action it deems necessary to protect life, limb or property, to protect the Project or to comply with law or government regulation the noncompliance with which would have a material adverse effect on the Project or the parties hereto. Maintenance Contractor shall promptly notify Lessor and Lessee in writing of any such emergency expenditure, and Maintenance Contractor shall be reimbursed for such emergency expenditure, but only from amounts available for such purpose in the Insurance and Maintenance Fund or the Capital Replacement Reserve, as applicable. If the moneys in the Insurance and Maintenance Fund or the Capital Replacement Reserve, as applicable, shall be insufficient to cover such emergency expenditure,

Lessor shall request in writing that such amounts be paid to Lessor by Lessee from Available Funds as Additional Rentals pursuant to Section 4.01(c) of the Lease Agreement, and a copy of such request shall be provided to the Trustee. Notwithstanding any other provision of this Agreement, Maintenance Contractor shall have no obligation to perform any service that is not set forth in the approved Budget.

3.6 Budget Overruns; Program Changes. Upon the occurrence of unexpected events, Maintenance Contractor may, but shall not be required to unless it is assured of reimbursement, make such reasonable expenditures in excess of the adopted Budget as are necessary to carry out its duties hereunder. Maintenance Contractor shall submit any proposed material departure from an adopted Budget to Lessor and Lessee for approval. Lessor and Lessee shall each be deemed to have approved such departure from the adopted Budget unless within 10 days either Lessor or Lessee objects to the proposed change in writing to Maintenance Contractor. Maintenance Contractor shall not exceed an adopted Budget by more than 10%, unless directly caused by an emergency expenditure or unless authorized by Lessor and Lessee. Budget overruns of 10% or less shall be paid, but only from amounts available for such purpose in the Insurance and Maintenance Fund, or the Capital Replacement Reserve, as applicable. Any departure from the adopted Budget approved or deemed approved pursuant hereto shall be submitted promptly in writing to the Trustee.

3.7 Books. Maintenance Contractor shall keep and maintain separate records and accounts of all expenditures. Lessor, Lessee and Trustee may examine such records during normal business hours on reasonable notice. The Trustee shall have no duty to examine such records.

3.8 Right to Stop Performing Functions. Maintenance Contractor has the right to stop performing any of its obligations hereunder if Lessor fails to reimburse or pay Maintenance Contractor, or to cause Maintenance Contractor to be reimbursed or paid, in a timely fashion as provided in the approved Budget from resources made available under the Lease Agreement and the Trust Agreement. Maintenance Contractor may also cease, either temporarily or permanently, to perform its duties if Lessor or Lessee materially impairs Maintenance Contractor's ability to perform, or if such performance is impaired by government action, labor dispute, typhoon, earthquake, flood, or other natural disaster or other event of force majeure. Upon any such cessation of performance by Maintenance Contractor, Maintenance Contractor shall provide written notice to the Trustee, Lessor and Lessee.

3.9 Payment. At any time and from time to time, if amounts in the Insurance and Maintenance Fund, or the Capital Replacement Reserve, as applicable, are insufficient to satisfy the obligations of Lessor to fully pay amounts owed to Maintenance Contractor hereunder, Lessor shall request that such amounts be paid to Lessor by Lessee as Additional Rentals pursuant to Section 4.01(c) of the Lease Agreement. Notwithstanding any other provision of this Agreement, the parties hereby acknowledge and agree that no obligation assumed by or imposed upon the Maintenance Contractor hereunder shall require the performance of any act by the Maintenance Contractor except to the extent, if any, that the cost and expense of such performance can be paid from the accounts held for such purpose under the Trust Agreement.

ARTICLE IV

INSURANCE

4.1 General. During the term of this Agreement Maintenance Contractor shall, at Lessor's sole cost and expense, arrange for, obtain and maintain in full force and effect policies of insurance set forth in and as required by Section 7.01(b) of the Lease Agreement. All premiums for such insurance shall be paid by Lessor to the respective insurance companies

upon invoices submitted to the Lessor by the Maintenance Contractor, but only from amounts available for such purpose in the Insurance and Maintenance Fund at least 30 days in advance of the date they are due to the respective insurers. Maintenance Contractor shall give Lessor, Lessee and Trustee 30 days' written notice of any increase in any premium prior to the date Lessor must pay such premium. Lessee and Trustee (at the expense of Lessee) shall cooperate fully with Maintenance Contractor and provide such information and execute such documents as may be necessary or convenient in obtaining such insurance.

4.2 Deductibles and Co-Payments. In the event of the occurrence of any loss with respect to the Facility, the Sites or otherwise hereunder that is not fully insured, Lessor shall promptly, upon written demand by Maintenance Contractor to Lessor and Lessee with a copy to Trustee, pay or cause to be paid to Maintenance Contractor or any other proper payee any deductible or co-payment that is a prerequisite to the insurer's payment of the proceeds of the applicable insurance policy, but only from amounts available for such purpose in the Insurance and Maintenance Fund.

4.3 Damage and Reconstruction. In the event any Facility insured hereunder is damaged by fire or other casualty, the proceeds payable under the insurance policies shall be payable as provided in the Lease and the Trust Agreement. The Net Proceeds of fire and extended coverage insurance shall be deposited as provided in Article X of the Lease. After consultation with the Maintenance Contractor and the Lessee, Lessor shall instruct Maintenance Contractor as to the nature of the repair, reconstruction or replacement, if any, of damaged property, and Maintenance Contractor shall provide a proposed Budget for the requested repair, reconstruction or replacement using the procedure described in Section 3.4, with a copy to the Trustee.

ARTICLE V

MISCELLANEOUS

5.1 Breach. In the event of breach or threatened breach of this Agreement, any party may invoke the dispute settlement procedures set forth in Exhibit B. Except as otherwise provided herein, no party shall be relieved from its responsibilities hereunder unless the dispute resolution procedures are followed to their conclusion.

5.2 Enforcement Fees. If court proceedings are instituted in connection with the rights of enforcement and remedies provided in this Agreement, the prevailing party shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorneys' fees.

5.3 Limited Liability. Maintenance Contractor shall not be liable to any person for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice. Lessor shall indemnify, defend, release and hold harmless Maintenance Contractor from any loss, liability, claim or expense in such connection, but only from amounts available for such purpose in the Insurance and Maintenance Fund.

5.4 Amendment. This Agreement may only be amended, changed, modified, altered or terminated by an agreement in writing, signed by each of the Lessor, the Lessee, the Maintenance Contractor and the Trustee. The Trustee shall execute such agreement in writing only if there has been delivered to the Trustee an Opinion of Counsel addressed to the Trustee to the effect that such amendment, change, modification, alteration or termination (1) will not, in

and of itself, materially adversely affect the interests of the Holders, and (2) is authorized or permitted by this Trust Agreement and the Lease.

5.5 Partial Invalidity. The invalidity or unenforceability of any term or provision of this Agreement by the application of such term or provision to any person or circumstance shall not impair or affect the remainder of this Agreement, and its application to other persons and circumstances and the remaining terms and provisions hereof shall not be invalidated but shall remain in full force and effect.

5.6 Entire Agreement. This Agreement supersedes any and all prior agreements or understandings between the parties with respect to the subject matter of this Agreement.

5.7 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the Territory of Guam.

5.8 Successors and Assigns. This Agreement shall inure to the benefit of and be binding on the successors and permitted assigns of the parties hereto. Under the terms of the Lease, Lessor may assign this Agreement to Trustee on the Certificate Closing Date pursuant to that certain Assignment and Security Agreement, dated as of August 1, 2010, by and between Lessor and Trustee. Following such assignment, Lessor may not assign this Agreement without the prior written consent of Maintenance Contractor, which consent shall not be unreasonably withheld. Maintenance Contractor may not assign this Agreement except to an affiliate or with the prior written consent of Lessor and Lessee, which consent shall not be unreasonably withheld. Trustee may assign this Agreement to its successor or assign pursuant to the terms of the Trust Agreement. Lessor, Trustee and Maintenance Contractor shall provide the other parties hereto with written notice of any such assignment.

5.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

DRAFT

IN WITNESS WHEREOF, the Lessor, by its duly authorized representative, has executed this Insurance and Maintenance Agreement as of the date first above written.

LESSOR:

By: _____

IN WITNESS WHEREOF, the Lessee, by its duly authorized representative, has executed this Insurance and Maintenance Agreement as of the date first above written.

LESSEE:

DEPARTMENT OF EDUCATION,
GOVERNMENT OF GUAM

By: _____

APPROVED AS TO FORM

DRAFT

EXHIBIT A

Insurance and Maintenance Agreement

Dated as of _____, 2025

By and among

_____, Lessor

Department of Education, Government of Guam, Lessee,

Work Scope

	30 Year Maintenance Program		Type			
	Typical School Facility Components for Maintenance	Frequency	Janitorial	Preventive	Unscheduled	Capital
1	**Paving**					
1.1	Asphalt - repair/seal of cracks	As required			x	
1.2	Concrete Slabs on Grade and Elevated Slabs - repair cracks	As required			x	
2	**Structural**					
2.1	Structural Damage Assessments	As required			x	
2.2	Foundation Repairs	As required			x	
2.3	Repair of Structural Elements (incl. Crack Repairs)	As required			x	
2.4	Replacement of Structural Elements	As required			x	
2.5	Upgrading of Structural Elements	As required			x	
3	**Wall Systems**					
3.1	Doors including hardware	As required				x
3.2	Window Assemblies (including Aluminum Sash)	As required			x	x
3.3	Indoor Gym Bleachers that pull out from wall	As required		x		
3.4	Restroom Partitions (attached to wall)	As required			x	
4	**Floor Covering**					
4.1	Carpeting	Daily	x		x	x
4.2	Resilient Tile Flooring	Daily / Weekly	x		x	x
4.3	Sports Flooring	Daily / weekly	x		x	x
5	**Painting**					
5.1	Interior of classrooms, library, Offices, hallways, cafeteria, Restrooms, Gymnasium and Athletic Manager's Office, Covered Walkways, Laboratories and other Indoor and Outdoor Spaces.	As required / 5-years			x	x
5.2	Touch-up painting of walls	Monthly	x			
5.3	Exterior masonry, metal surfaces and trim	As required / 5-years			x	x
6	**Roofing**					
6.1	Large Sections or Whole Buildings of Roofing Systems including Water and Thermal Proofing	As required / 5-years			x	x
6.2	Flashings, Gutters, and Downspouts	As required		x	x	
6.3	Ceiling Tiles	As required			x	
7	**Electrical**					
7.1	Main Electrical Riser, Connections and Conduits within the Boundaries	As required		x	x	
7.2	Panels and Boards	As required		x	x	
7.3	Signal Systems, including Fire Alarm System and Public Address	Per Mfr		x		
7.4	Main Power Distribution System	As required			x	
7.5	Interior and Exterior Power Distribution Systems	As required			x	
7.6	Interior and Exterior Ligthing Systems including Interior and Exterior Incandescent and Flourecent Lighting and Fixtures	Monthly	x	x		
7.7	Equipment Connections	As required			x	
7.8	Condits, Consductors and Cables	As required			x	
7.9	Preventive Maintenance and Repair of Stand By Generator and Transfer Switch	Per Mfr		x		

30 Year Maintenance Program			Type			
	Typical School Facility Components for Maintenance	Frequency	Janitorial	Preventive	Unscheduled	Capital
8	**Plumbing**					
8.1	Main Water Supply Pipe Connections and Piping Within Boundaries	As required			x	
8.2	UndergroundWater Distribution Systems	As required			x	
8.3	Sewer piping, manholes within boundaries	As required			x	
8.4	Interior Water Supply	As required			x	
8.5	Interior and Exterior Plumbing, Connections, Piping and Fixtures, including	As required / Per Mfr		x	x	x
9	**Air Conditioning/Ventilation/Heating**					
9.1	Air Conditioning Systems					
9.1.1	1.a Central Syatems	wk, mo, qrtr, 5-yr	x	x		x
9.1.2	1.b Individual Units	wk, mo, qrtr, 5-yr	x	x		x
9.2	2. Ventilation Systems					
9.2.1	2.a Toilet and Bath Fan Exhaust Systems	wk, mo, qrtr, 5-yr	x	x		x
9.2.2	2.b Cafeteria and Kitchen Fan Exhaust Systems	wk, mo, qrtr, 5-yr	x	x		x
9.1.3	2.c Construction and Automotive Workshops Fume Exhaust Systems	wk, mo, qrtr, 5-yr	x	x		x
10	**Fire Protection System**					
10.1	Testing and Certifying of Fire Protection System	Annualy		x		
10.2	Maintenance of Fire Protection Riser and System	As required			x	
10.3	Maintenance of Fire Alarm System	see Section 7				
10.4	Testing and Certifying of Kitchen Fire Protection System				x	
10.5	Certification and Replacement of Fire Extiguishers	Annualy/As Required		x	x	x
11	**Kitchen Equipment**					
11.1	Kitchen Equipment Maintenance	Weekly/As Required			x	x
12	**Telecom and Internet**					
12.1	Telecommunication Conduits / wiring	As Required			x	
12.2	Public Address	Per Mfr		x		
13	**Landscaping and Lawns**					
13.1	Grass cutting and maintain all grounds including football field	Bi-weekly	x			
13.2	Walkway edging	Bi-weekly	x			
13.3	Tree Trimming / Hedging	Monthly	x			
13.4	Provide and maintain Necessary Lawn Care Equipment (1- Riding Mower, 4-Bush cutters, 2-push Mowers)	As Required		x		x
14	**Custodial and Waste Collection**					
14.1	Garbage collection from classrooms, offices, restrooms and other building areas	Daily	x			
14.2	Site cleanup (hallways, walkways, parking lots, etc.)	Daily	x			
14.3	Waste removal by commercial hauler	5 x weekly	x			
14.4	Classroom Floor polishing / waxing / sealing	Bi-Quarterly	x			
14.5	Restroom cleaning (Sweeping, mopping, wipedown of surfaces, Supply and replenishment of Paper Products, Soap)	Daily	x			
14.6	Restroom flushing and rinsing	Daily	x			
14.7	Classroom cleaning (Sweeping, mopping, wipedown of Student Desks, Cleaning of White boards	Daily	x			
14.8	Cleaning of Windows and doors interior and exterior	Daily	x			
14.9	Flushing exterior walkways / pressure washing	Bi-weekly / Quarterly	x			
15	**Pest Control**					
15.1	Spraying for control of pests(Ants, Cockroaches and Rats)	As Required	x			
15.2	Control of Termites	As Required	x			x
16	**Elevator Maintenance**					
16.1	Certificaiton	annualy		x		x
17	**Campus Security**					
17.1	On Site Secrity (See Appendix "A")	As Required	x			

EXHIBIT B

Procedures for Settling Disputes

TO THE EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CHAPTER 6 OF TILE 5 OF THE GUAM CODE ANNOTATED, IN ANY CASE IN WHICH THERE IS A DISPUTE BETWEEN THE PARTIES HERETO WITH RESPECT TO MATTERS UNDER THIS AGREEMENT, THE PROCEDURE FOR RESOLUTION OF THAT DISPUTE SHALL BE AS FOLLOWS:

THE AGGRIEVED PARTY OR PARTIES SHALL NOTIFY THE OTHER PARTY OR PARTIES OF THE GRIEVANCE IN WRITING. WHEN SUCH A NOTICE IS RECEIVED BY A PARTY, SUCH PARTY SHALL PROMPTLY INVESTIGATE, INSPECT, MEET, DISCUSS OR TAKE SUCH OTHER ACTION AS IS REASONABLY APPROPRIATE UNDER THE CIRCUMSTANCES TO ATTEMPT TO RESOLVE THE DISPUTE IN GOOD FAITH. APPROPRIATE ACTION SHALL INCLUDE, WITHOUT LIMITATION, PROMPT COMMUNICATION WITH AGGRIEVED PARTY OR PARTIES, AND A PROPOSED COURSE OF ACTION TO RESOLVE THE PROBLEM. IF THE PARTIES ARE UNABLE TO RESOLVE THE PROBLEM WITHIN A REASONABLE PERIOD (NOT TO EXCEED THIRTY (30) DAYS AFTER THE NOTICE OF DISPUTE), THE MATTER SHALL BE SUBMITTED TO BINDING ARBITRATION.

ANY DISPUTE SUBMITTED TO ARBITRATION SHALL BE SETTLED BY ARBITRATION AT A MUTUALLY CONVENIENT LOCATION IN THE CITY OF HAGATNA, GUAM, DESIGNATED BY THE ARBITRATOR, BEFORE A SINGLE ARBITRATOR IN ACCORDANCE WITH THE ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGEMENT UPON THE AWARD RENDERED IN SUCH ARBITRATION MAYBE ENTERED IN ANY COURT HAVING JURISDICTION. WHEN RESOLVING A DISPUTE, THE ARBITRATOR SHALL APPLY PERTINENT PROVISIONS OF THE AGREEMENT AND THE LAWS OF GUAM AND SHALL GIVE EFFECT TO STATUTES OF LIMITATIONS IN DETERMINING ANY CLAIM.

ANY ARBITRATOR DESIGNATED SHALL HAVE NOT LESS THAN TEN (10) YEARS EXPERIENCE IN LEGAL MATTERS PERTAINING TO THE INTERPRETATION AND IMPLEMENTATION OF THE LAWS OF GUAM RELATING TO COMMERCIAL REAL ESTATE TRANSACTIONS. DISCOVERY REQUESTS SHALL BE DETERMINED BY THE ARBITRATOR IN LIGHT OF THE PARTIES' DESIRE TO PROCEED INFORMALLY, AT MINIMAL EXPENSE.

ANY AND ALL FEES AND EXPENSES INCURRED BY THE PREVAILING PARTY IN THE ARBITRATION AS DETERMINED BY THE ARBITRATOR, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND COSTS, SHALL BE PAID BY THE NON-PREVAILING PARTY. THE PREVAILING PARTY SHALL BE DETERMINED BY THE ARBITRATOR, BASED UPON AN ASSESSMENT OF WHICH PARTY'S MAJOR ARGUMENTS MADE OR POSITIONS TAKEN IN THE PROCEEDINGS COULD FAIRLY BE SAID TO HAVE PREVAILED OVER THE OTHER PARTY'S MAJOR ARGUMENTS OR POSITIONS ON MAJOR DISPUTED ISSUES IN THE ARBITRATOR'S DECISION. IF THE PARTY, WHICH SHALL HAVE COMMENCED OR INSTITUTED THE ACTION, SUIT, OR PROCEEDING SHALL DISMISS OR DISCONTINUE IT WITHOUT

THE CONCURRENCE OF THE OTHER PARTY, SUCH OTHER PARTY SHALL BE DEEMED THE PREVAILING PARTY. AS USED IN THIS AGREEMENT, THE TERM "ATTORNEY'S FEED" INCLUDES, WITHOUT LIMITATION, ALL ATTORNEY'S AND PARALEGALS' FEES AND EXPENSES INCURRED IN CONNECTION WITH THE DISPUTE WHICH IS THE SUBJECT OF THE ARBITRATION PROCEEDING, INCLUDING, ATTEMPTING TO RESOLVE THE DISPUTE WITHOUT ARBITRATION, PREPARING FOR THE ARBITRATION, CONDUCTING THE ARBITRATION AND DEFENDING ANY REVIEW OF THE ARBITRATOR'S DECISION.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT ANY PARTY TO THIS AGREEMENT MAY INITIATE AND MAINTAIN AN ACTION FOR JUDICIAL RELIEF FOR THE PURPOSE OF SEEKING A PROVISIONAL OR ANCILLARY REMEDY OR CLEARING TITLE TO ANY PARCEL OF ANY NOTICE OF LIS PENDENS OR O"FHER ENCUMBRANCE UPON TITLE.

NOTICE: BY EXECUTING THIS AGREEMENT, EACH PARTY HERETO IS AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THIS ARBITRATION OF DISPUTES PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY GUAM LAW AND IS GIVING UP ANY RIGHTS SUCH PARTY MAY POSSESS TO HAVE THE DISPUTE LITIGATED IN COURT AND BY JURY TRIAL, AND ANY OTHER RIGHTS TO DISCOVERY AND APPEAL. IF AN PARTY REFUSES TO SUBMIT TO ARDITRATION, SUCH PARTY MAY, TO THE EXTENT PERMITTED BY LAW, BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF APPLICABLE GUAM

End of Exhibit

DRAFT

Gmail Valarie San Nicolas-Cruz <valarie.sannicolas@dpw.guam.gov>

DPW SSHS: Simon Sanchez HS RFP Draft Working Files

2 messages

Connie Garrido <cgarrido@ssfm.com> Mon, Jan 6, 2025 at 3:08 PM
To: Cedric Cruz <CCruz@traguam.com>, Elmer Prudente <EPrudente@traguam.com>, Michael Makio <Mmakio@traguam.com>, Tina Garcia <cgarcia@investguam.com>, Tom Keeler <tkeeler@oagguam.org>
Cc: DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>, "Vincent P. Arriola" <vince.arriola@dpw.guam.gov>, Valarie San Nicolas-Cruz <valarie.sannicolas@dpw.guam.gov>

Hafa Adai,

Transmitting the attached Draft SSHS RFP working files (subject to change). Track Changes are enabled.

Si Yu'os Ma'åse'

Connie Garrido | Office Administrator/Project Coordinator

SSFM International

Innovate | Adapt | Sustain

215 Rojas Street, Suite 213 | Harmon, Guam 96913
D 808.913.0303 | T 671.646.7736 | M 671.988.8657 | F 671.300.7738
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NOTICE: This communication and any attachments ("this message") may contain confidential information for the sole use of the intended recipient(s). Any unauthorized use, disclosure, viewing, copying, alteration, dissemination or distribution of, or reliance on this message is strictly prohibited. If you have received this message in error, or you are not an authorized recipient, please notify the sender immediately by replying to this message, delete this message and all copies from your e-mail system and destroy any printed copies.

8 attachments

241230 SSHS 00 REQUEST FOR PROPOSAL glg gb.docx
63K

241227 SSHS 01 INSTRUCTIONS FOR PROPOSER glg.docx
28K

241227 SSHS 02 GENERAL STATEMENT OF WORK glg.docx
54K

241227 SSHS 03 ATTACHMENT A glg.docx
30K

241227 SSHS 04 ATTACHMENT B glg.docx
43K

241227 SSHS 05 ATTACHMENT C glg.docx
37K

241227 SSHS 06 GENERAL CONDITIONS glg.docx
54K

250106 SSHS Insurance_Maintenance Agreement glg.docx
74K

---

valarie.sannicolas@dpw.guam.gov <valarie.sannicolas@dpw.guam.gov> Mon, Jan 6, 2025 at 4:05 PM
To: cgarrido@ssfm.com, cgarrido@ssfm.com

Your message

To: cgarrido@ssfm.com
Subject: DPW SSHS: Simon Sanchez HS RFP Draft Working Files
Sent: 1/6/25, 4:08:31 PM GMT+11

was read on 1/6/25, 5:05:13 PM GMT+11

REQUEST FOR PROPOSAL

CONSTRUCTION OF NEW SIMON SANCHEZ HIGH SCHOOL FINANCE, DEMOLITION, DESIGN, BUILD, MAINTAIN, LEASEBACK (FDDBML) FINANCING

PROJECT NO. SSHS XXXX

I. INTRODUCTION

1. EXECUTING AGENCY

The Governor of Guam through the Department of Public Works (DPW) and with the assistance of the Guam Economic Development and Commerce Authority (GEDCA) hereby issues this Request for Proposal (RFP) for a Finance, Demolition, Design, Build, Maintain and Leaseback Project (FDDBML) for One (1) New High School in Yigo.

All proposals submitted under this RFP must comply with Government of Guam requirements incorporated specifically in the FDDBML invitation, or if silent in the RFP, as applicable under Guam Procurement Law, Rules, and Regulations.

This solicitation for FDDBML describes the scope of services required from the successful Proposer and provides instructions for the submission of proposals.

2. WHO MAY SUBMIT A PROPOSAL

Any "Developer, Contractor or Finance Company" may submit a proposal.

"Developer, Contractor or Finance Company" shall mean any COMPANY organized and operating under the laws of any state or territory of the United States and who may be subject to Guam Licensing laws. Specific information on licenses may be obtained from the Director of the Revenue and Taxation. A special purpose corporation proposal may also be a consideration.

3. PURPOSE

The successful Proposer will serve as the primary lessor of the schools for the Government of Guam.

II. INTENT

The Governor of Guam through the Department of Public Works intends to obtain high school facility through a municipal leaseback program as described in this Finance, Demolition, Design, Build, Maintain and Leaseback (FDDBML) project with a maximum of _____ dollars ($ 0.00) annual amortization on best possible financial terms at the desired level of service to include Zero (0) years capitalization of principal and interest payments. The terms and conditions

of the lease shall be as determined by I ~~Maga'lahen~~ Magahaga by the execution _____ lease agreement; provided, however, that the lease shall mature not later than the year 2054.

III. SCOPE OF WORK

The Scope of Work for Part I- Financing is part of the criteria in which all the proposals submitted will be based on. This section will be scored based on assigned weights as indicated in Evaluation Form. The overall weight of this Part I is _____%. The Municipal Leaseback Company shall be able to perform the following:

a. Term Sheet to include all interest charges, fees and expenses

b. Responsiveness of Proposal

c. Ability of the Lessor to lease to Lessee the facilities described in Technical Specifications, which is Part I of this Request for Proposal.

d. Ability of Lessor to structure municipal leases from $0.00 to over $0.00 Please provide examples of municipal leases financed.

e. Ability of Lessor to offer suggestions on various arrangements for service and maintenance contracts in support of the upkeep and service of the leased facility. Please provide detail on suggested payment arrangements.

f. Ability of Lessor to allow the purchase of the leased school facility by Lessee at any time during the lease period. Please provide detail on pre-payment arrangement scenario.

g. Ability of Lessor to allow Lessee to cancel the lease obligation, without penalty, at the end of the current fiscal year in which appropriations were last budgeted, or otherwise made legally available, in the event budgetary funds become unavailable for appropriation in future years (Event of non-appropriation).

Non-Appropriation Clause (defined): In event that sufficient funds (a) are not appropriated by the governing body of the Government Body prior to the beginning of any Renewal Term for the payment of the Base Rentals on the Base Rental Payment Dates and reasonably estimated Additional Rentals payable during such Renewal Term, or (b) are otherwise not legally available for such purpose, then an Event of appropriation shall be deemed to have occurred. If an Event of Non-appropriation shall occur, the Government Body shall not be obligated to make payment of the Base Rentals or Additional Rental's provided for herein beyond the last day of the Renewal Term during which such Event of non-appropriation occurs, except for the Government Body's obligation to pay Rentals which are payable prior to the termination of the Lease.

h. Ability of Lessor to provide 100% financing for the facility, including demolition,

design, construction, maintenance, and other related costs to complete the projects as per Technical Specifications.

i. Ability of Lessor to develop a payment schedule that can be structured on an annual basis.

IV. PROPOSER QUALIFICATION

The following minimum criteria shall be met:

1. Proposer shall be a Developer, Contractor or Finance Company who may be subject to Guam Licensing Laws, however, must be licensed to do business within Guam prior to the award.

2. Proposer must have and be willing to commit sufficient staff, resources, and capital to finance, develop, perform and deliver the services required by this FDDBML, in accordance with the terms and conditions specified herein.

3. Proposer must have knowledge, experience in the municipal leaseback business. Examples should be provided.

4. Proposer must have knowledge, experience in managing a municipal lease for schools or related public buildings. Examples should be provided.

V. PLEDGED GENERAL FUNDS RESERVED

The Government intends to pledge general funds reserved from the debt service savings resulting from payoff of the government of Guam's 1995 General Obligation Bond pursuant to Public Law 28-49 to Guam Public School System for the purposes of financing, design, construction and maintenance of the Education Facility, as defined in 5GCA Section 58103(e) pursuant to the lease herein.

The amount for municipal lease and maintenance shall be a maximum of _____ Dollars ($ 0.00) annually or best financial terms at the desired level of service for thirty (30) years.

VI. TECHNICAL SPECIFICATIONS

The Technical Specifications is a part of the criteria in which all proposal submitted will be base. This part has an overall weight of thirty (30%) percent. The technical specifications which is Part II.

VII. SPECIAL PROVISIONS

1. Indebtedness limitation.

Section 11 of the Organic Act of Guam (Section 1423a of Title 48 of the United States Code Annotated) limits the amount of "public indebtedness" of the Government of Guam

to an amount "not in excess of 10 per centum of the aggregate tax valuation of the property in Guam". The intent of this RFP is that the obligation of the Government on the leases described herein not be "indebtedness" of the Government within the meaning of Section 11. Since there is, as yet no case law in Guam creating a judicial exception to the debt limitation for financing leases, it is the intent of the Government to conduct a "validation action" to confirm that treatment prior to the signing of the lease.

VIII. GENERAL CONDITIONS

1. GENERAL INFORMATION

1.1 ISSUING OFFICER

This solicitation is issued by the Government of Guam through DPW with the assistance of GEDA. The individual listed below is the sole point of contact from the date of release until the selection of the winning proposer:

Name:	Vincent P. Arriola
Title:	Director, DPW
Department Name:	Department of Public Works
Mailing Address 1:	542 North Marine Drive Yigo, Guam 96913
Telephone:	(671) 646-3131/646-3217/646-3117
Facsimile:	(671)646-3169

1.2 CHIEF PROCUREMENT OFFICER

The Chief Procurement Officer is responsible for overseeing the RFP, including monitoring and assessing contractor performance. The Chief Procurement Officer for this RFP award is:

Chief Procurement Officer:	Vincent P. Arriola
Title:	Director, DPW
Agency:	Department of Public Works
Contact Number:	(671) 646-3131/646-3217/646-3117
Fax Number:	(671) 649-3169

1.3 PROPOSAL DUE DATE

Each qualified Proposer may submit only a basic proposal. Alternate proposals shall not be accepted. One (1) original and five (5) copies of the proposal shall be submitted. Proposals shall be received by DPW not later than _____ **2025.** Any proposals received after this date and time SHALL NOT be accepted. The Government of Guam is not required to seek proposals for this service; it has chosen to do so in its best interest. The Government of Guam reserves the right to

seek new proposals when such is reasonably in the best interest of the government.

1.4 INCURRED EXPENSES

Any costs incurred by Proposers in preparing or submitting a proposal are at the Proposers' sole responsibility.

1.5 DISQUALIFICATION OF PROPOSAL

DPW reserves the right to consider for award only those proposals submitted in accordance with all requirements set forth in this solicitation. Any proposal offering any other set of terms and conditions, or terms and conditions contradictory to those included in this FDDBML, may be disqualified without further notice.

1.6 CANCELLATION OF FDDBML

This solicitation may be canceled and any or all proposals may be rejected in whole or in part, when it is deemed to be in the best interest of the Government of Guam.

1.7 ADDENDUM AND AMENDMENT TO RFP

If it becomes necessary to revise or amend any part of this RFP, the Government of Guam will furnish a revision by written Addendum to all prospective Proposers who received an original RFP. It will be the responsibility of the Proposer to contact the Contract Administration at the Department of Public Works prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to return the executed addenda with the proposal.

1.8 HOLD HARMLESS

The successful Proposer shall agree to release, indemnify and hold harmless the Government of Guam from and against any and all liabilities, claims, suits, damages, charges of expenses (including attorney's fees, whether at trial or appeal) which the Government of Guam may suffer, sustain, incur in any way subjected to by reason of or as a result of any act, negligence or omission on the part of the successful Proposer, its agents or employees, in the execution or performance of the obligations assumed under, or incidental to, the contract into which the successful Proposer and the Government of Guam will enter, except when caused solely by the fault, failure or negligence of the Government of Guam will enter, except when caused by the fault, failure or negligence of the Government of Guam, its agents or employees.

1.9 PROPOSAL BINDING

All proposals submitted shall be binding for one hundred twenty (120) calendar days following the opening.

2. QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS

2.1 To ensure fair consideration for all proposers, the Department of Public Works prohibits prospective proposer's communication with any department employee during the submission process. Questions relative to interpretation of specifications or the proposal process shall be addressed to the Department of Public Works during the second pre-proposal conference. Additionally, the Department of Public Works prohibits communications initiated by a proposer with any Government of Guam Official or employee evaluating or considering the proposals prior to the time an award decision has been made, except as initiated by the appropriate Department of Public Works official or employee in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Communication so initiated by a proposer may be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

3. CONTENT OF PROPOSAL

3.1 Proposal should be prepared simply and economically, providing straightforward, concise description of the proposer's ability to fulfill requirements of the proposal in order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized in the following manner:

3.1.1 Title Page. Type the name of proposer's agency/firm, address, telephone number (s), name of contact person(s), date and title of the RFP. The Proposer shall use the exact legal name, as registered or to be registered with the Department of Revenue and Taxation, in the appropriate space(s), in the RFP Submission Packet.

3.1.2 Table of Contents. Include a clear identification of the written material by section and by page number

3.1.3 Response to Proposal. Specifically state the proposer's understanding of the work to be accomplished and make a positive commitment to perform the work to include each section addressed in the RFP.

3.1.3a Please provide a brief overview of your firm, including a description of capital, credit ratings and experience.

3.1.3b Please include your firm's proposed structure in detail, as well provisions for extension of maturity or roll-over, or any other hypothetical scenario.

3.1.3c Provide a preliminary term sheet or similar format outlining the terms and conditions of the proposed lease agreement including interest rates.

3.1.3d Discuss the estimated timeline for the issuance of this lease and describe your firm's ability to conduct this transaction in a timely matter. Please feel free to outline certain variables such a credit committee, and their effects, if any, on the terms and conditions of the financing.

3.1.3e Please include your firm's two (2) years latest audited financials.

3.1.3f Please describe any other terms and conditions required by your firm, in regard to this financing.

3.1.3g Organizational Chart. Indicate the principal personnel that would be available to GEDCA and the government, as well as describe their experience and responsibilities for this financing.

3.1.3h See attached Insertion.

3.1.4 References. Include a reference list of at least FIVE (5) clients to whom proposer has provided services similar to those being proposed to the INSERT JURISDICTION. This list will include the following information:

Name of Client:

Date of Services:

Address:

Contact Person:

Telephone Number(s):

3.1.5 General Statement of Experience. Include a written statement of experience in financing, providing and managing similar services. If the proposer does not possess an experience similar to the services required, proposer shall provide any pertinent information or experience Proposer feels may qualify for consideration of award.

3.1.6 Operational Plan. Include a narrative description and/or organizational chart outlining the methods of operation, operational structure, and services to be provided by the proposer. This description should fully and completely demonstrate the intended methods for servicing the requirements. This plan should specifically identify obligations of the Government of Guam (e.g. financing, design, construction, maintenance, services and operational requirements)upon which the proposed plan is contingent. Proposers are encouraged to provide any other pertinent

information which will assist the Government of Guam in evaluating the proposed method of operation.

3.1.7 TERMS OF PAYMENTS

3.1.7a The Government of Guam through the GDOE shall pay the Developer or Finance Company, on an annual basis, for all lease payments due in accordance with the terms of the contract.

3.1.7b All payments shall be made in accordance with, subject to, applicable provisions of §22505 of Chapter 22 of Title 5 of the Guam Code Annotated.

3.1.7c The Developer or Finance Company shall submit one (1) annual invoice, in original form, for lease payments due. The Government of Guam shall have thirty (30) calendar days after receipt of the invoice to make payment.

3.1.7d Non-Appropriation Clause : In event that sufficient funds (a) are not appropriated by the governing body of the Government Body prior to the beginning of any Renewal Term for the payment of the Base Rentals on the Base Rental Payment Dates and reasonably estimated Additional Rentals payable during such Renewal Term, or (b) are otherwise not legally available for such purpose, then an Event of appropriation shall be deemed to have occurred. If an Event of Non-appropriation shall occur, the Government Body shall not be obligated to make payment of the Base Rentals or Additional Rental's provided for herein beyond the last day of the Renewal Term during which such Event of non-appropriation occurs, except for the Government Body's obligation to pay Rentals which are payable prior to the termination of the Lease.

3.1.7e If the Government fails to perform as lessee under the lease or decides not to appropriate lease payments. Consequently, if the lessee takes possession of the building investors or the trustee will typically be permitted to operate the financed facility for a period of time specified in the ground lease. However, once the term of the ground lease expires, the Government Body is entitled to repossession of the site together with all improvements on the site free and clear of any interest of the investors or a trustee on their behalf.

3.1.8 Proposer's Affirmation and Declaration. Complete and have notarized the Proposer's Affirmation and Declaration form provided in the RFP Package. An authorized representative of the firm must sign this form as defined in 3.1.9 below.

In addition, the affidavit shall contain the name 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 the bid for the bidder and shall contain the amounts of any such commission, gratuity or compensation. the affidavit shall be open and available to the public for inspection and copying. Failure to submit the affidavit concerning commissions paid shall be deemed nonresponsive and cause for rejection upon receipt of the proposal.

3.1.9 Proposal Signature form. An authorized representative of the firm as defined below must sign this form:

When a proposer is a corporation, the president or vice president signing shall set out the corporate name in the full beneath which he/she shall sign his/her name and give the title of his/her office. The proposal shall also bear the seal of the corporation attested by its corporate secretary.

When the proposer is a partnership, the proposal shall be signed in the name of the partnership by a general partner or other person duly authorized to bind the partnership. The capacity and authority of the person signing shall also be given.

When the proposer is an individual or sole proprietorship, the proposal shall be sign by the individual owner stating name and style under which the proposer is doing business.

If the proposer is doing business under a fictitious name, the proposer must submit a copy of Certificate of Registration.

When the proposer is a joint venture, each joint venture must sign the proposal as herein above indicated.

3.2 Each proposal submitted will be graded and evaluated based on the combined total weighted score of Parts I and II. Part I has a weight of 70%. Part II has a weight of 30%. Each proposal submitted will be evaluated using Evaluation Form.

3.3. Only after the qualifying of the proposals will discussions begin.

3.4 The basis for the negotiations will be the leaseback program proposed by the highest rated proposer based on the evaluation.

4. EVALUATION OF PROPOSALS

4.1 A Proposal Evaluation 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 board and will be ranked by the criteria provided in this RFP, including the following:

a. Term Sheet to include all interest charges, free and expenses.

b. Responsiveness of Proposal.

c. Ability of the Lessor to lease to Lessee the facilities described in Technical Specification, Part II of this Request for Proposal.

d. Ability of Lessor to structure municipal leases from $50,000,000 to over $300,000,000. Please provide examples of the municipal leases financed.

e. Ability of Lessor to offer suggestions on various arrangements for service and maintenance contracts in support of the upkeep and service of the leased facility. Please provide detail on suggested payment arrangements.

f. Ability of Lessor to allow the purchase of the leased school facility by Lessee at any time during the lease period. Please provide detail on pre-payment arrangement scenario.

g. Ability of Lessor to allow Lessee to cancel the lease obligation, without penalty, at the end of the current fiscal year in which appropriations were last budgeted, or otherwise made legally available, in the event budgetary funds become unavailable for appropriation in future years (Event of non-appropriation).

h. Ability of Lessor to provide 100% financing for the facility, including design, construction, maintenance and other related costs to complete the projects as Technical Specifications, which is Part II. Please provide examples of experience involved in similar financing.

i. Ability of Lessor to develop a payment schedule that can be structured on an annual basis. Please provide example of payment scenario.

j. Company's Experience: Company history, organization and experience in design, construction, maintenance as per required in the RFP.

k. Resources and Availability: Architectural-Engineering designers, consultant, construction managers, contractors, sub-contractors, quantity of personnel, equipment that will be assigned to projects as per required in the RFP.

4.2 The evaluation committee will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFP. Failure to comply with any requirements may disqualify a proposal.

4.3 Proposals will be evaluated and rated based on the criteria stated in the RFP, including but not limited to the following:

4.3.1 Responsiveness of the Proposal to perform the scope of work.

4.3.2 Ability, capacity, and skill of the Proposer to perform the scope of work.

4.3.3 Experience of the business and individual members of the business in accomplishing similar services.

4.3.4 Responses of the client references.

4.3.5 Such other information that may be required or useful in fateful performance of the contract.

4.4 The Government of Guam reserves the following rights to:

4.4.1 Conduct pre-award discussion and/or pre-award/contract negotiations with any or all responsive and responsible proposers who submit proposal determined to be reasonably acceptable of being selected for award; conduct personal interviews or require presentations of any or all proposers prior to selection; and make investigations of the qualifications of the proposers as it deems appropriate, including, but not limited to, a background investigation.

4.4.2 Request that proposer(s) modify their proposal to meet the needs of the Government of Guam more fully or to furnish additional information as the Government of Guam may reasonably require.

4.4.3 Accord fair and equal treatment with respect to any opportunity for discussions and revisions of proposals. such revisions may be permitted after submission of proposals and prior to award.

4.4.4 Negotiate any modifications to a proposal that it deems acceptable, waive minor irregularities in the procedures, and reject any and all proposals.

4.4.5 Process the selection of the successful Proposer without further discussion.

4.4.6 Financial Statements. The Government of Guam reserves the right to request the proposers submit their annual financial statements for the last three (3) fiscal years, including company financial statement summaries, cash flow, certified by a Certified Public Accountant. If the organization

has been in business for a period of less than three (3) years, proposer may be required to submit a detailed business plan in addition to any pertinent information that would allow the Government of Guam to evaluate the sufficiency of financial resources and the ability of the business to successfully perform the services enumerated in the contract. Unless otherwise stated, such request would be made after the submissions of the proposals and prior to award of a contract.

4.5 Each proposal submitted will be graded and evaluated based on the combined total weighted score of Parts I and II. Part I has a weight of 70%. Part II has a weight of 30%. Each proposal submitted will be evaluated using the attached Evaluation Forms.

4.6 The basis for the negotiations will be the leaseback program proposed by the highest rated proposer based on the evaluation.

5. CONTRACT REQUIREMENTS

5.1 Basis of Award.

A contract will be awarded to the most responsible and responsive proposer whose proposal meets the needs of the Government of Guam to the best degree.

5.2 Controlling Terms and Conditions

The project award shall consist of its terms and conditions, this FDDBML, and the RFP Submission Packet forms. If any provision of the RFP Submission Packet forms conflicts with those of the FDDBML, then the terms of the FDDBML shall control. If terms and conditions of the GENERAL CONDITIONS of this FDDBML conflict with those of the SPECIAL PROVISIONS, then the terms and conditions of these GENERAL CONDITIONS shall control. If the terms and conditions of the TECHNICAL SPECIFICATIONS (Part II) conflict with those of the SPECIAL PROVISIONS or the GENERAL CONDITIONS, then the terms and conditions of the TECHNICAL SPECIFICATIONS shall control.

5.3 Contract Term

The period of the contract shall be for a period of Thirty (30) years include a maximum (2) years capitalization of the principal and interest payments.

5.4 Award Termination

When deemed to be in best interest of the Government of Guam, the Government of Guam may cancel any award resulting this specification by the following means:

a. Ten (10) days written notice with cause; or

b. Three Hundred Sixty-Five (365) written notice without cause.

5.5 Addition/Deletion

The Government of Guam reserves the right to add to or delete any item from this proposal or resulting agreements when deemed to be in the interest of the Government of Guam.

5.6 Assignment

No proposer shall assign his proposal or any rights or obligations hereunder without the written consent of the Government of Guam.. In the event of such approved subcontracting, the Developer, Contractor, Financier agrees to provide the Government of Guam with written documentation relative to the subcontractor(s) employed with this contract.

5.7 Proposal Prices

Prices quoted in the proposal shall include any and all shipping costs, shipped C.I.F. Guam, or to the facility location specified by the Contracting Officer or the Contract Agreement.
All taxes of any kind and character payable on account of the work done and materials furnished under the contract shall be paid for by the contractor, developer, financier and shall be deemed to be included in the proposal.

Proposal prices include all royalties and cost arising from patents, trademarks and copyrights in any way involved in the work. Whenever the Awardee is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Awardee shall indemnify and save harmless the Government of Guam, its officers, agents and employees from any and all claims ~~from~~ for infringement by reason of the use of any such patented design, tool material, equipment or process, to be performed under the contract, and shall indemnify the Government of Guam, its officers, agents, employees for any costs, including litigation costs and attorney's fees through the appellate process, expenses and damages which may be incurred by reason of any infringement at any time during the prosecution or after the completion of work.

5.8 Payment Method and Schedules

Payments will be made by the Government of Guam after receipt and acceptance of proper invoices and processing time specified in Section VIII- General Conditions, par. 3, sec. 3.1.7 Terms of Payment. The Contractor, Developer, Financier should have the ability to guarantee operations for this period of time. The Government of Guam does not pay service charges or interest on late payments, except in accordance with the law.

5.9 Default/Re-award

Any contract resulting from this specification may be cancelled by the Director of Public Works, in whole or in part by a written notice of default to the Contractor, Developer, Financier upon non-performance or violation of contract terms, including the failure of the Contractor, Developer, Financier to deliver materials within the time stipulated in these specifications, unless extended in writing by the Director of Public Works. In the event the contract is cancelled because of the default of the Contractor, Developer, Financier, the Director of Public Works may:

(i) Purchase the materials or services specified in this specification on the open market; or

(ii) Make an award to the next best proposer and establish the period of such award, provided such period is no longer than the award period set forth in this specification.

VI BIDDER'S AFFIRMATION AND DECLARATION

Before me, the undersigned authority who is duly authorized by the law to administer oaths and take acknowledgments, personally appeared.

AFFIANT'S NAME

Who, after being duly cautioned and sworn (or who is unsworn if that be the case) and being fully aware of the penalties of perjury, does hereby state and declare, on his own behalf or on behalf of a partnership or corporation, whoever or whichever is the proposer in the matter at hand, as follows:

1. That the Proposer, if an individual, is of lawful age.

2. That if the Proposer is a partnership or a corporation, it has been formed legally and it is duly authorized to do business in Guam.

3. That if the bidder is using a fictitious name, he/she/it has complied with the Fictitious Name Statute of Guam and the United States of America.

4. That the Proposer has not submitted a rigged Bid, nor engaged in collusive bidding arrangement or fraudulent bidding, or corporation making a bid for the same purpose. The Proposer is aware that "Any understanding between persons where one or more agree not to bid, and any agreement fixing the prices to be bid so that awarding of any contract (s) is thereby controlled or affected, is in violation of a requirement for competitive bidding and renders a contract let under such circumstances invalid".

5. That the Proposer is not in arrears to the Government of Guam upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the

Government of Guam.

6. That no officer or employee of the Government of Guam, either individual or through any firm, corporation or business of which that no officer or employee of the Government of Guam, either individual or through any firm, corporation or business of which he/she is a stockholder or holds office, shall receive any substantial benefit or profit out of the contract or obligation entered into between the Government of Guam and this Proposer or award this Proposer; nor shall any Government of Guam officer or employee have any financial interest in assisting the Proposer to obtain, or in any other way effecting, the award of the contract or obligation of this Proposer.

7. That, by submitting this bid, the Proposer certifies that he/she has fully read and understands the bid method and has full knowledge of the scope, nature, and quality of work to be performed or the services to be rendered.

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FORM OF NON-COLLUSION AFFIDAVIT

AFFIDAVIT

(Prime Bidder)

GUAM)ss

_____, being first duly sworn, deposes and says:

that he is _____.
(a partner or officer of the firm of, etc.)

the party making the foregoing bid, that such bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Government of Guam or any other bidder, or to secure any advantage against the Government of Guam or any person interested in the proposed contract; and that all statements in bid are true.

_____
Signature of

Bidder, if the bidder is an individual;
Partner, if the bidder is a partnership;
Officer, if the bidder is a corporation.

Subscribed and sworn to before me

This _____ day of _____, 20____.

_____
NOTARY PUBLIC
My commission expires _____, 20____

MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT

GUAM)ss

I, the undersigned, _____ being first duly sworn, deposes and says: *(a partner or officer of the company of, etc.. state position)*

1. That the persons who have held more than 10 percent (10%) of the company's shares during the past twelve months are as follows:

Name	Address	Percentage of Shares Held
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total Number of Shares: _____

2. 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 for which this Affidavit is submitted are as follows:

Name	Address	Amount of Commission Gratuity or Other Compensation
_____	_____	_____

Further, affiant sayeth naught.

Date: _____

_____
Signature of individual if bidder is a sole proprietorship: Partner, if the bidder is a partnership; Officer, if the bidder is a corporation.

Subscribed and sworn to before me this _____ day of _____, 20_____.

By: _____

Notary Public: _____
In and for the Territory of Guam
My Commission expires on: _____

Project Name:

Project No.:

TALLY FORM

Consultant	Percentage / Grade (Points)					Total Percentage / Grades (Points	Remarks
	A	B	C	D	E		

CONCURRED BY:

Evaluator "A"
(Name)
(Title)
(Dept.)

Evaluator "B"
(Name)
(Title)
(Dept.)

Evaluator "C"
(Name)
(Title)
(Dept.)

Evaluator "D"
(Name)
(Title)
(Dept.)

Evaluator "E"
(Name)
(Title)
(Dept.)

WITNESSED BY:

(Name)
(Title)
(Dept.)

(Name)
(Title)
(Dept.)

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ELVALUATION FORM

Project Name:

Project No.:

Consultant Name: _____

Name of Evaluator "A): _____

Department: _____ Section: _____

Municipal Leasing and Financing Proposal, Part I				
Item No.	Evaluation Criteria	Percentage (%)	Grade Points	Remarks
a	Term Sheet to include all interest charges, fee and expenses	10		
b	Responsiveness of proposal.	10		
c	Ability of Lessor to lease to Lessee the facilities described in the Technical Specification, Part II of the RFP.	15		
d	Ability of Lessor to structure municipal leases from $10,000,000.00 to over $300,000,000.00. Please provide examples of the leases financed.	5		
e	Ability of Lessor to offer suggestions on various arrangements for services and maintenance contracts in support of the upkeep and service of the lease facility. Please provide detail on suggested payment arrangement scenario.	10		
f	Ability of Lessor to allow the purchase of the leased school facility by Lessee at any time during the lease period. Please provide detail on pre-payment arrangement scenario.	2		
g	Ability of Lessor to allow Lessee to cancel the lease obligation, without penalty, at the end of the current fiscal year in which appropriations were last budgeted, or otherwise made legally available, in the event budgetary funds become unavailable in future years. (Event of non-appropriation).	5		

Municipal Leasing and Financing Proposal, Part I				
Item No.	Evaluation Criteria	Percentage (%)	Grade Points	Remarks
	Non-Appropriation Clause (defined): In the event that sufficient funds (a) are not appropriated by the governing body of the Government Body prior to the beginning of any Renewal Term for the payment of the Base Rentals on the Base Rental Payment Dates and reasonably estimated Additional Rentals payable during such Renewal Term, or (b) are otherwise not legally available for such purpose, then an Event of Non-appropriation shall be deemed to have occurred. If an Event of Non-appropriation shall occur, the Government Body shall not be obligated to make payment of the Base Rentals or Additional Rentals provided for herein beyond the last day of the Renewal Term during which such Event of non-appropriation occurs, except for the Government Body's obligation to pay Rentals which are payable prior to the termination of the Lease.			
h	Ability of Lessor to provide 100% financing for the facility, including design, construction, maintenance, and other related costs to complete the projects as per required in the RFP. Please provide examples of experience involved in similar financing.	10		
i	Ability of Lessor to develop a payment schedule that can be structured on an annual basis. Please provide example of payment scenario.	3		
	Total percentage/points for the Municipal Leasing and Financing, Part I			

Technical Specifications, Part II				
Item No.	Evaluation Criteria	Percentage %	Grade Points	Remarks
j	Company's Experience: Company history, organization and experience in municipal leasing, design, construction, maintenance as per required in the RFP.	15		
k.	Resources and Availability: Architectural-Engineering designers, consultant, construction managers, contractors, subcontracts, quantity of personnel, equipment that will be assigned to	15		

	projects as per required in the RFP.			
Total percentage/points for the Technical Specifications, Part II				
Total percentage/points for the Municipal Leasing and Financing, Part I and Technical Specifications, Part II				

Note: If necessary, those firms placed on a "short list" after review of technical, management, financial background and references, shall be personally interviewed. At this time each proponent shall be expected to introduce each Project Manager and Technical Manager proposed for the project. The Project Manager shall verbally review their technical plans and strategy for completing the work proposed.

Evaluator "A" Signature Date

DRAFT

INSTRUCTIONS TO PROPOSER

1. RECEIPT AND OPENING OF PROPOSAL

Sealed bids in five (5) sets, will be received by the Department of Public Works at the Contracts Section Administrative Services until _____ 2025.

Bids shall be made on the forms furnished by the Department of Public Works and shall be enclosed in a sealed envelope addressed to the Director of Public Works, Government of Guam, 542 North Marine Drive, Yigo, Guam 96913 and endorsed with the name of the bidder and the title "**Construction of New Simon Sanchez High School, Finance, Demolition, Design, Build, Maintain, Leaseback (FDDBML)**".

Attention is called to the fact that bidders not only offer to assume the obligations and liabilities imposed upon the Contractor in the form of contract, but expressly make certain of the representations and warrants made therein. No effort is made to emphasize any particular provision of the contract, but bidders must familiarize themselves with every provision and its effect.

2. TIME OF COMPLETION

The Contractor shall commence work on the date specified in the Notices to Proceed. The design phase shall be completed within **thirty calendar days (30) for the design phase and construction phase shall be completed within two hundred seventy (270) calendar days,** complete and ready for use. In the event the Contractor does not complete the work within the time specified, liquidated damages will be assessed as per par. 5.9, under Financing, Part I of FDDBML.

3. PLANS AND SPECIFICATIONS

This Request for Proposal for bids consists of the following documents:

a) Request for Proposal Documents
   1. Request for Proposal
   2. Instructions to Bidders

b) Bid Submittal Documents for Request for Proposal, Part II
   1. Bid
   2. Bid Form

4. NON-COLLUSION AFFIDAVIT

Each person submitting a bid for any portion of the work covered by the bid documents shall execute an affidavit, in the form provided with the bid, to the effect that he has not colluded with any other person, firm or corporation in regard to any bid submitted. Such affidavit shall be attached to the bid.

5. RIGHT TO ACCEPT AND REJECT BIDS

The Government of Guam reserves the unqualified right, in its sole and absolute discretion, to reject any and all bids, or to accept that bid or combination of bids, if any, which in its sole and absolute judgment will under all circumstances best serve the Government's interests. In the event that the successful bidder fails to execute the contract upon his part, the Government reserves the option to accept the bid of any other bidder within ten (10) working days from such default, in which case such acceptance shall have the same effect as to such bidder as though he was the originally successful bidder.

6. METHOD OF AWARD

a) The contract will be awarded to the most responsible and responsive bidder/proposer whose proposal meets the needs of the Government of Guam to the best degree.

7. REPRESENTATION REGARDING GRATUITIES AND KICKBACKS

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 Section 11-206 (Gratuities and Kickbacks) of the Guam Procurement Regulations.

8. REPRESENTATION REGARDING ETHICAL STANDARDS FOR GOVERNMENT EMPLOYEES AND FORMER GOVERNMENT EMPLOYEES

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 Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act.

9. DISCLOSURE OF MAJOR SHAREHOLDERS:

a) As a condition of bidding, any partnership, sole proprietorship or corporation doing business with the Government of Guam shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve (12)-month period immediately preceding submission of a bid. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship or corporation which have been held by each such person during the twelve (12)-month 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 the bid for the bidder 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. **Failure by any bidder to submit the affidavit concerning commissions paid shall be deemed non responsive and cause for rejection of the bid upon bid opening.**

10. MISCELLANEOUS:

1. Prohibited Interests

(a) No member of or Delegate to Congress or Resident Commissioner or Governor's Office or Lieutenant Governor's Office or Employees of the Government of Guam and their relatives or immediate family members, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

(b) No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer, or inspector of or for the Government of Guam authorized to exercise any legislative, executive supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

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CONSTRUCTION OF NEW SIMON SANCHEZHIGH SCHOOL FINANCE, DEMOLITION, DESIGN, BUILD, MAINTAIN, AND LEASEBACK (FDDBML)

TECHNICAL SPECIFICATIONS
Project No. SSHS XXXX

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LOURDES LEON GUERRERO
Governor of Guam

Prepared by:
Department of Public Works
Government of Guam

2025

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GENERAL STATEMENT OF WORK

I. INTRODUCTION

This Statement of Work describes the Scope of Work required of the Proposer's demolition team in demolishing existing building, design team in providing the architectural and engineering services for the preparation of reports, plans, specifications, and estimates (PS&E) and other supporting data for the construction of new high school. This also provides the schedules for the different tasks, items to be submitted by the Consultant and other contractual obligations of the Government and the Proposer.

II. PROJECTS DESCRIPTIONS AND LOCATIONS

The project involves the preparation of an Environmental Assessments (including asbestos, radon and etc.) prior to demolition of the existing building. New Plans, Specifications & Estimates (PS&E), and other supporting documents for the construction of the new high school.

Tasks I and 2, (Assessments and Conceptual Plans) of the Project involves those investigative and study requirements, which must be undertaken to adequately assess the existing condition of the site and form the basis of subsequent design activities. It also involves the development of Conceptual Plans, at least two concepts for the new high school.

Tasks 3, 4, and 5 (Preliminary, Pre-Final, and Final PS&E) of the Project involves the development of Preliminary PS&E incorporating comments and decisions resulting under Tasks I and II. Tasks III and IV work will further refine the various elements of the PS&E and incorporate all review comments by the reviewing agencies. Task V is the final construction plans.

The location of the new school will be at Simon Sanchez compound in Yigo of Guam's public schools.

III. SCOPE OF WORK

The Demolition Team shall provide barricade around the building, disconnect and mark all electrical, waterline and utilities connection from existing building to remain for reconnection to new building. Remove all existing asbestos prior to demolition and dispose as per GEPA requirements. All salvageable materials shall be turned over to GPSS for proper disposal.

The Design Team shall provide the environmental, architectural and engineering services for the different tasks described below and furnish the required reports and PS&E's for the schools.

All entry permits in conjunction with the services shall be the responsibility of the design team/offeror. Right of entries to government lands will be provided by DPW.

The design team shall coordinate his work with the agencies, Local or Federal, having

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jurisdiction in permit review and approval. It shall be the responsibility of the design team to ensure that all requirements of the new schools conform to the requirement of Federal and Local laws.

Progress review meetings shall be held monthly to review progress and discuss any design issues or problems. Themeetings shall be held at the firm's office or Public Works office on a mutually agreed schedule.

TASK 1. Site Evaluation

1A. Environmental Assessment

Conduct an environmental assessment of the existing physical and biological conditions of the school sites and its vicinity. An environmental report shall be prepared separately for the new high school.

The design team shall evaluate physical factors such as environmental constraints of the proposed development. The Environmental Assessment shall be complete and subject to review and approval by the Guam Environmental Protection Agency and U.S. Environmental Protection Agency.

Possible Environmental Concerns at Simon Sanchez Site:

A. Northern groundwater lens. Storm runoff resulting within the school property must be contained within the site with the use of ponding basins or ground infiltration cells.
B. Radon gas arising from coral rock substrate. Design of buildings must incorporate protective measures from toxic radon gas.
C. Water Wells with chlorinators.

Proposer must plan for the management of solid wastes generated, including disposal of green waste from clearing of vegetation on sites and debris from demolition of buildings and construction. A demolition and disposal plan for sites requiring demolition shall be prepared and submitted for approval. The plan shall address the type of solid waste materials generated and their proper disposal. Recycling and reuse of waste generated is encouraged.

All school's design should follow facilities design that encourage recycling of solid waste and reuse efforts as part of schooloperations.

Environmental assessment reports shall be prepared separately for each class of school addressing the items listed above to include maps, data sheets, tables, (check) list, graphs, photographs, references, and other documentation to support the findings and environmental mitigation measures.

Ten copies of the environmental assessment reports shall be submitted.

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1B. Archeological Assessment

Historic Resources Division of the Department of Parks and Recreation confirmed that none of the properties slated for the new schools have recorded archeological and historical sites in their site inventory. The northern sites are in area of the island that is usually sparse in terms of archeological sites, with limited distribution of pottery scatters being the dominant site type.

For the **Northern Site** an Inventory level survey and report will be required.

This involves archeologists walking over the project property, on foot and recording the locations of any historic or prehistoric materials. Detailed descriptions are made of any sites, maps are drawn, and photographs taken if features or structures are encountered, GPS locations of features/sites are recorded; and shovel test are conducted as indicated by the surface findings. The final report should minimally contain sections on geographic location, environment, historic cultural context, previous findings in the area, field methods used, findings from survey, analyses done, significance of any sites found, recommendations, and references.

Archeological reports shall be prepared for the new high school. Ten copies of the reports shall be submitted.

1C. Planimetric and Topographic Survey

Perform an as-built planimetric and topographic survey and prepare a topographic map with one-foot contour interval of the school property. Include sufficient area to address the school's development area and adjacent properties to properly analyze all engineering aspect of the development, such as drainage patterns, utilities onsite and offsite, access roads, modifications to existing roads, pedestrian walkways, trails, etc.

Conduct a thorough property research to include adjacent properties, rights of way and/or easements. Lot numbers and property ownership shall be shown on the map.

Survey work shall be under the direct supervision of a Guam Registered Land Surveyor. Ten copies of the Planimetric and Topographic map shall be submitted.

1D. Soil Investigation

Perform the necessary soil investigation to properly design the school building foundations, ponding basins and infiltration cells, embankment and cut slopes, drainage channels, ground covers, underground utilities, etc. It shall include determination of any earthquake faults and its effect on the school's design.

A soil report shall be prepared for the new high school. Ten copies of the reports shall be submitted.

TASK 2. Conceptual Plans

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The design team shall develop two alternative conceptual plans for this school site showing the civil and architectural layout of all school facilities and grounds development standards as identified in the technical specifications for each school. It shall include all offsite development, such as proposed access roads and any modifications to existing roadways or pedestrian facilities, utilities, landscaping, etc. It shall include concept buildings elevations (front, side, and rear elevations), and an architectural rendering depicting the type of structure, color schemes, and structures orientation relative to grounds improvements.

Ten copies of the conceptual plans shall be submitted.

The design team shall conduct a conceptual presentation to all reviewing agencies upon submittal of the conceptual plans. The presentation shall address all architectural and engineering aspects of the project. A walk-through field overview for each school site shall also be conducted by the design team with the reviewing agencies following the presentation(s) of the conceptual plans. Prior to the Walk-Through reviews the design team shall mark with survey flags the approximate buildings footprints, athletic fields, parking lots, access roads, and other prominent structure or facility of the school. Walk-paths shall be sufficiently cleared of vegetation to conduct the walk-through reviews.

TASK 3. Preliminary Plans, Specification, and Estimate

The preliminary PS&E's shall be develop to at least 50% complete and the following shall be prepared:

A. PLANS:

1. Title Sheet
2. Civil Design
   - Site Plan. Show property lines, access rights of way or easements, survey base line(s), proposed facilities footprints, access roads and parking areas, traffic (vehicular and pedestrian) circulation, access roads, etc.
   - Grading and drainage plans.
   - Utilities plans (Water, sewer, power, telephone, internet, and cable).
   - Road plans and profiles.
   - Other civil engineering plans and details necessary to conduct a 50% preliminary plan review.
3. Architectural design
   - Floor and ceiling plans.
   - Building elevations and sectional views.
   - Equipment layouts.
   - Landscaping plans.
   - Other architectural plans and details necessary to conduct a 50% preliminary plan review.
4. Structural design
   - Foundation plans.
   - Floor and roof slab plans.
   - Structural columns, walls, and beams.

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- Other structural plans and details necessary to conduct a 50% preliminary plan review.

5. Mechanical design:
   - Plumbing plans
   - Air conditioning and ventilation plans
   - Fire protection and alarm, and monitoring plans
   - Mechanical equipment plans
   - Other mechanical plans and details necessary to conduct a 50% preliminary plan review.
6. Electrical design:
   - Lighting plans
   - Off-site power supply plans
   - Power supply plans to all equipment
   - Other electrical plans and details necessary to conduct a 50% preliminary plan review.

B: SPECIFICATION:

A preliminary technical specification shall be prepared for each item of work describing the constructionmethods, material requirements, and test procedures required.

C: ESTIMATES:

Preliminary estimates shall be prepared commensurate with the preliminary plans and specifications.

D. MAINTENANCE AND CUSTODIAL PLAN

Post Construction Facilities Maintenance and Custodial Operations Plan - The design team shall prepare a complete operation manual for school for the required post construction monitoring, maintenance, and custodial operations of the school facility. The plan shall address the operational and/or maintenance of the buildings, equipment, landscaping, the drainage system, all outdoor facilities, and for any facility appurtenances for the proper operation of the school.

Ten (10) copies of the preliminary PS&E and design calculations, and the Maintenance and Custodial Plan shall be submitted. A "plans-in-hand" field reviews to be jointly conducted by the Government and Design Team shall be scheduled by the offeror after submittal of preliminary PS&E. Prior to the Plans-in-Hand reviews the design team shall mark with survey flags the approximate buildings footprints, athletic fields, parking lots, access roads, and other prominent structure or facility of the school. The school sites shall be sufficiently cleared of vegetation to conduct the plans-in-hand reviews.

The Design Team's key personnel shall participate in the Plans-in-Hand field reviews and resolution meetings to resolve all comments on the project. The Design Team shall be responsible for the preparation of the "Minutes of Meeting" for approval and distribution by DPW.

TASK 4. Pre-Final Plans, Specifications, and Estimates

The Pre-Final PS&E shall be 100% complete incorporating all approved comments from the

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preliminary PS&E, and the Maintenance and Custodial Plan. Ten copies of the following shall be submitted:

1. Plans - Complete plans, including title sheet, summary of quantities and schedules, details cross sections, etc.;
2. Technical Specifications - Complete technical specifications to properly construct each item of work, including testprocedures required, and any special conditions to be required;
3. Estimates - Each item of work shall be supported with a detailed quantity take-off computation and corresponding cost analysis for each item of work. Any lump sum cost shall also be supported with detailed breakdown arriving to the lump sum cost;
4. Design Analysis and computation sheets;
5. CPM schedule to establish project construction activities within the specified construction time;
6. Maintenance and Custodial Plan;

The Firm's key personnel shall participate in the resolution meeting to resolve all comments on the submittal. Prepare a "Minutes of Meetings" for approval and distribution by DPW.

TASK 5. FINAL PS&E

After approval of the Pre-Final PS&E, and Maintenance and Custodial Plan submit five (5) copies for final review. Upon approval of the final PS&E, and Maintenance and Custodial Plan, submit one original, five sets of PS&E and Maintenance and Custodial plan, and two copies of other items listed below:

1. Plans
2. Specifications
3. Estimates
4. Quantity take-off and computation sheets
5. Unit price analysis
6. Design analysis and computations
7. CPM Schedule
8. Maintenance and Custodial Plan

An electronic non-PDF workable file in AUTO CADD format, latest version, shall also be submitted in a separate disk for the plans, specifications, and estimates; and Maintenance and Custodial Plan for each school.

IV. PLANS AND DRAFTING

1. The PS&E be prepared in conformance with the standard format furnished by the

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Government.

2. Plan size shall be 24" x 36".

3. All plans and details shall be legible when reduced to one-half size plans (50% reduction). The minimum size of alphanumeric text on the reduced plans shall be 1/8".

4. Design Phase completion time shall be within **thirty (30) calendar days.**

V. CONSTRUCTION SCHEDULE

Upon completion and approval by the Government of each PS&E's the government will hold a preconstruction conference and issue a Notice To Proceed. The construction time for new SIMON SANCHEZ high school in Yigo shall be **two hundred twenty (220) calendar days.**

A building permit must be secured for the new high school site prior to construction, and an occupancy permit must be secured prior to acceptance of the new high school.

VI. DESIGN CODES/GUIDES AND REFERENCES

All services shall be performed in accordance with the general criteria contained in the following references:

a. Building Law, Title XXXII, Government Code of Guam
b. International Building Code (2000 Edition)
c. Uniform Mechanical Code (Latest Edition)
d. International Plumbing Code (Latest Edition)
e. National Electrical Code(NEC- Latest Edition)
f. National Electrical Safety Code (NESC- Latest Edition)
g. Life Safety Code (Latest Edition)
h. Uniform Fire Code (Latest Edition)
i. Illuminating Engineering Society (IES)
j. American Disability Act
k. GEPA, USEPA, CFR29
l. A policy on Geometric Design of Highways and Streets
m. All other codes, regulations, technical publications and design manuals applicable in the performance of this RFP
n. Guam Energy Code

VII. GOVERNMENT REVIEWING AND APPROACING AGENCIES:

a. Department of Public Works
b. Guam Environmental Protection Agency
c. Department of Land Management
d. Guam Telephone Authority

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f. Guam Power Authority
g. Guam Waterworks Authority
h. Guam Fire Department
i. Guam Historic Preservation

VIII. FACILITIES MAINTENANCE AND CUSTODIAL SERVICES

The building maintenance and custodial services phases shall commence upon acceptance of each school and shall continue for a period of thirty (30) years or until the leaseback contract is completed.

Building maintenance include the preventive maintenance of the whole facility/ies, maintenance and replacement of fixed equipment's.

Custodial services include all janitorial services, ground maintenance and including disposal of trash.

IX. UTILITIES AND ROUTINE MAINTENANCE AND REPAIR

The Education Agency shall be responsible for the connection and payment of all utilities including without limitation, power, water, sewer, telephone and cable of the Education Facility.

Routine maintenance, repair and upkeep shall be the responsibility of the Education Agency and/ or the Contractor, as provided by the terms of the Contract.

X. CONTRACTOR RESPONSIBLE FOR CAPITAL MAINTENANCE

The Contract with the Contractor, and the Lease-Back, shall provide that all capital maintenance and repair of the Education Facility be performed by the Contractor as a separate cost.

The terms by which the contractor is to perform such capital maintenance shall be determined as a part of the bid process and shall be part of the conditions of the Contract. The Contract shall provide sufficient initial funding for the first five (5) years after the completion of the Education Facility.

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CONSTRUCTION OF NEW SIMON SANCHEZ HIGH SCHOOL
FINANCE, DESIGN, BUILD, MAINTAIN AND LEASEBACK (FDDBML)
TECHNICAL SPECIFICATIONS
Project No. SSHS XXXX

Attachment "A"

A. GENERAL:

Under Public Law 24-73, planning and design for New High School must be based on a 2,000-student capacity enrollment for each facility. Guam DOE that organizes academic classrooms into four groups called academies. Each group relates to a segment of the Guam employment market.

1. Construction Academy
2. Marketing Academy
3. Tourism (restaurants, hospitality) Academy
4. College Prep Academy

The DOE requested that all High Schools be comprehensive, i.e. that they contain all four academies. In order to keep costs to a minimum, the number and size of each academy.

B. PLANNING AND DESIGN:

1. High School Space Standards (see attached documents):

2. DOE Ten Year Capital Facilities Plan has high/middle school conceptual layouts.

Alternative "A":

This plan can be used as a stand -alone facility or as a shared High/Middle School when combined with the High School plan, Alternative A.

- **Classrooms**: Organize classrooms for learning teams around a central open area. Each courtyard area has two teams, and an expansion area is integrated for future addition of two more learning teams.

- **Special Classrooms:** Special education classrooms are integrated into the courtyard configuration, and three additional classrooms for special classes are located nearby. Music, Art, Home Economics, and the larger Special Education classroom are located in a central area that is accessible to all students.

- **Performances and School Events:** Unlike Alternative B, this plan does not include an outdoor covered amphitheater. Therefore, provide some covered stands at the athletic field to accommodate large public events. Add a stage and additional space to the dining hall for smaller performances or school events. When this plan is combined with Alternative A, gathering areas are provided within the shared facilities.

- **Emergency Evacuations**:

  a. *Bomb threats*: Students use the covered athletic field stands when waiting to return to classrooms. Develop a paved or grasscrete pad along the visitor/staff parking lot exit road for student pick-up by bus or by parents.

  b. *Typhoon Warnings*: Use both the auto and bus drop-off areas for student pick-up.

Alternative "B": Urban Location

High schools in urban locations should be located with direct access to a public roadway. School sites near a major highway (Roadways with Route Numbers) provide a wider setback and landscape buffer (20 feet) than is shown in the conceptual plan. Develop a plan that establishes a pedestrian link between the school and its surrounding neighborhood.

- **Classrooms**: Learning teams are organized into two-level courtyard buildings, with one team on each level. Two teams share a central open space. Provide expansion for one additional courtyard building. The special classrooms are integrated into courtyard buildings, and special classrooms are located along the main pedestrian corridor. Special Classrooms that require sound isolation and/or large spans and high ceilings are located in the shared facility area.

- **Shared Facilities**: All shared facilities are located between the regular classrooms and the athletic facilities in order to shield classrooms from the noise of PE classes or service activities. The PE lockers are located under the viewing stands.

- **Performances and School Events**: This plan includes both an indoor and outdoor stage attached to the cafeteria. The outdoor stage is attached to a covered outdoor amphitheater that could be used for informal performances or class meetings. Cover the viewing stands.

- **Pedestrian Access**: A two- level covered walkway provides access to the primary academic facilities, and that walkway is connected to a network of walkways connecting all campus facilities. Those shared facilities that could be used by the community (athletic fields, cafetorium, etc.) are all accessible from the pedestrian walkway along the service lane. Plant trees along this walkway in order to make it a pleasant area for public events.

- **Emergency evacuations:**

  a. *Bomb treats*: The open area near the event parking lot is used as a holding area for students waiting for a parent pick-up. The covered basketball courts or viewing stands could also be used.

  b. *Typhoon warnings:* Use the two covered pick-up areas at opposite ends of

the school.

Alternative "C": Site Adoption & Conversion of Astumbo Elementary School Plan to a Intermediate School.

A. Buildings: Administration Building and the Cafeteria Roofings must be concrete . Additional Building (s) shall be constructed to conform to the standards for a new high school.

3. Security: Provide an attractive fence, gate and Guard post for the public side of the property. The **Yigo Elementary School** public side fence shall be used as a reference. Use a security fence and lighting for side and rear perimeter of the property. By using a cleared setback for the security fence, access to/from the fence can be monitored by school personnel.

4. Landscaping: Low maintenance flowering plants, trees, shrubs shall be used to stand up to traffic and weather. Ground covers include bermuda grass and creeping vines such as wedilla.

5. Communication Technology: Capable Telephone, Cable Television, Networking, Internet.

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~~ALTERNATIVE "A", "B", AND "C"~~

CONSTRUCTION OF NEW SIMON SANCHEZ HIGH SCHOOL
FINANCE, DESIGN, BUILD, MAINTAIN AND LEASEBACK (FDDBML)

TECHNICAL SPECIFICATIONS

Project No. SSHS XXXX

Attachment "B"

1. BUILDING SYSTEMS, MATERIALS AND EQUIPMENT

The following descriptions and comparisons are organized by specification section. Civil, structural, mechanical and electrical discussion follow the architectural section.

Building construction shall be cast-in-place concrete or CMU walls and concrete topping for floor or roof slabs.

A. Architectural

1. Miscellaneous Metals

a. Stainless steel will be used to provide the best longevity for all exposed metals. Interior miscellaneous metals will be galvanized or prime coated steel.

b. Concrete trellis must be utilized for classrooms window shading.

2. Carpentry

Hardwood shall be used for finish carpentry such as casework, doors and trim. Casework will be wood veneer faced with plastic laminate counter tops. Interior wood blocking will be treated lumber.

3. Insulation

a. The model energy code allows an overall thermal value with an OTV not to exceed 27.8 btu/sf. On this basis, a roof U-value of 0.10 (R-10) is adequate without any need for wall insulation.

b. Roof insulation will be placed inside the building to avoid the need to protect it from the elements. For spaces with ceilings, unfaced 2-1/2" fiberglass board insulation pin impaled to the underside of the roof must be used.

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c. For the Hallways without ceilings (exposed structure), spray applied cementitious insulation will be used.

4. Roofing

Roofing materials over concrete slabs will be fluid-applied urethane. A heavy-duty multithane roof coating, 1-primer, 2-coats, 65 mils thick (off-white color) shall be used. Manufacturer will provide a 5-year warranty and shall be installed by a certified roof specialist.

5. Windows, Exterior Doors and Glazing

a. Exterior windows and louvers will be aluminum with a color polyester (Kynar) finish. Fire-rated interior openings will have steel windows.

b. Exterior doors and frames will be aluminum entrance door. Interior doors will be solid core door wood with for paint finish veneer.

c. Exterior glazing will be laminated security glass. Laminated glass is approximately 15% more expensive than tempered glass. It is cost effective for this project as storm shutters are not being provided.

6. Floor Finishes

Unglazed ceramic tiles will be used at classrooms, multi-used room, library and administrative areas. The service kitchen, serving line area and entrance locations for the classroom building will be quarry tile. Toilet rooms floors will be ceramic tiles. Exposed natural concrete at the mechanical electrical rooms, bulk storage and exterior walkways will be sealed with a penetrating sealer.

7. Interior Wall Finish

Interior finishers will be fair-faced concrete at the interior face of the exterior and concrete walls. Corridor walls will have a 5-foot high concrete block wainscot for durability. Hardie board (cement board) will be waterproof type for damp areas and for tile backing. Acoustical insulation is required for all partitions. Wall finish will be paint.

8. Exterior Wall Finish

Exterior walls finish will be fair-faced concrete with a paint finish. Paint will be 100% acrylic emulsion by manufacturers providing a tropical formulation.

9. Ceilings

Classrooms, administration, nurse's office and library ceilings and portions of

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the corridors will be 2' x 4' acoustical tile on metal suspension system. An open ceiling with exposed insulation, ductwork and lighting will be provided at hallways and the multi-use cafeteria.

10. Toilet and Restrooms

Floors and walls will receive 8" x 8" ceramic tiles. Lavatory counters will be concrete faced. Toilet partitions will be concrete.

11. Fire Protection

Portable fire extinguishers will be provided at each classroom, kitchen, other occupied areas, mechanical/electrical rooms and at exit ways. Fire extinguisher cabinets serving public areas will be at secure locations or in locked cabinets. Extinguishers will 12-lb. multiple purpose dry chemical extinguisher (light hazard). Electrical room and mechanical rooms will have 10-lb bracket mounted multiple purpose dry chemical extinguisher. Extinguishers will be located within a maximum travel distance of 75-feet.

12. Signage

a. An exterior school identification sign shall be installed. Additionally, individual building and room identification signage will be specified.

b. Two flagpoles will be provided. They will be aluminum, clear finish, 30-foot exposed height, ground set with an external halyard system. One each 5 x 8 American and Guam flag shall be provided.

B. Civil

1. Storm Drainage Systems

a. Runoffs considered in this design for disposal into percolation basins are from the developed area. Runoffs from undeveloped area of the properties will drain as is or remain on its present condition.

b. The site drainage system will utilize underground percolation fields below play and landscape areas. The design of these percolation fields are based on a 20-year (5% exceedance) storm.

c. Surface runoffs will be collected by means of drain inlets or catch basins. Underground drainage pipes will be used to convey storm water from inlets to outlets. If needed, surface drainage swales and ditches will also be provided. These swales and ditches, if deemed necessary, will be provided with concrete lining or grouted rip-rap stones to prevent erosion.

d. Ponding Basin

2. Water Service

a. Provide storage water tank with pressure pumps with concrete housing for all the new schools

- Elementary School: 15,000 gallons reservoir
- Middle School: 15,000 gallons reservoir
- High School: 35,000 gallons reservoir

b. Contractor shall verify closest waterline connection

3. Wastewater System Improvements

a. Contractor shall verify closest sewer line connection

4. Drop-Off Areas (Bus and Car)

a. The project site must have two (2) entry and exit points. Appropriate pavement marking and signs must be provided to designate the intended flow of traffic within these drop-off areas.

b. Bus loading and unloading

C. Structural System

1. Structural Design Criteria will be as follows:

U.B.C. - Uniform Building Code 2000

Building code Requirements for Structural Concrete (ACI 318-95)

2. Dead Loading

Normal Concrete Weight = 150 pcf

a.	Double Tee Panel:	Guam RMP Double Tees		
	i. 18" deep	Standard Unit	=	44 psf
		Composite Unit	=	82 psf
	ii. 44" deep	Standard Unit	=	74 psf
		Composite Unit	=	112 psf
b.	Pres-stressed Plank	Base Unit 3.5" thick	=	43.8 psf
		Composite Unit	=	81.0 psf
c.	6-inch CMU Walls		=	65 psf
d.	Waterproofing		=	8.0 psf
e.	Ceiling		=	5.0 psf
f.	Miscellaneous (Utilities)		=	3.0 psf

3. Live Load

a. Classroom = 40.0 psf
b. Roof Deck Live Load = 12.0 psf

4. Seismic Load

a. Design Base Shear

V = ((Cv X I) R T) x W

Cv = Seismic coefficient
I = Importance factor
R = Numerical coefficient representative of the inherent over strength and global ductility capacity of the lateral resisting system
T = Elastic fundamental period of vibration under consideration
W = Total seismic load

5. Wind Load

a. Velocity 175 mph as defined by UBC
Exposure C

D. Foundation

All footings shall rest on the natural compacted soil. Where soft soils are encountered, these will need to be removed and replaced with compacted coral fill.

E. Type of Construction in General

The structural system can be in concrete masonry unit or cast-in-place concrete. Contractor to submit design structural system including structural calculations.

F. Wall System

The vertical load resisting system must compose of concrete bearing walls acting as shear walls. This is the primary lateral resisting element of the structure. the bearing wall system also provides support of the gravity loads from the roof. Cast-in-place concrete or concrete masonry walls are provided in two orthogonal directions to resist any translation and torsional action imposed on the building.

Longitudinal cast-in-place wall along the perimeter provide the lateral resisting element and the primary roof support. Transverse concrete walls at several locations will provide shear capability.

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Special detailing must provide for walls with openings.

For non-structural walls, use of reinforced concrete masonry construction may be provided.

G. Roof System

Conventional cast-in-place system or Batter system. A pre-cast pre-stresses composite long span Double Tees with concrete topping is the recommended alternative to the conventional cast-in-place system. The Batter system can be constructed with minimal time compared to conventional C.I.P. system. It may be combined with C.I.P. concrete and masonry materials. A concrete pre-cast double tee composite joist can sustain a higher load capacity as well as the capacity as well as the capacity to span longer distances. It also a high degree of corrosive resistance in highly corrosive environment.

H. Mechanical System

Mechanical system includes air conditioning, ventilation, interior plumbing system and fire sprinkler system.

1. Air Conditioning Systems

Generally, systems will follow accepted industry practices as reflected in the latest issues of the American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE) handbooks.

Systems will be air-cooled to eliminate the need for make-up water and water treatment systems.

Ducted split systems with the fan- coil units in small closets will be used at the classrooms. The cafeteria must utilize a package system located outside the building distribution duct work will be located above the ceilings except in areas such as the cafeteria which will expose the structure and services.

2. Mechanical Ventilation

Mechanical Ventilation will be provided for all toilets, and other non-air conditioned enclosed spaces.

3. Interior Plumbing systems

Conventional soil, waste and vent piping system will be used, using DWV plastic piping.

Water piping can be copper or chlorinated polyvinylchloride

Drinking fountains must be provided

Sinks must be provided in each classroom and must also function as a drinking fountain

ADA fixtures must be provided at each toilet room

8. Fire Sprinkler System

I. Electrical System

Contractor to verify the existing distribution power lines and possible power connection points for the new schools. Guam Power Authority will handle all necessary overhead upgrade work. The contractor will be responsible for the cost of the underground line extensions to service the schools.

1. Electrical Distribution

Power service to the facility will be from an existing pad mounted transformer. Service will be 208Y/120V, 3 phase, 4 wires, 60Hz, and will include:

Underground power service from the existing pad mounted transformer to automatic transfer switch the main switchboard to the emergency generator and also to the meter.

Underground distribution to main distribution panel board.

Distribution and branch circuit voltage will be:

- Distribution- 208/120 volts, 3 phase, 4 wire
- Power to major equipment - 208 volts, 3 phase
- Fluorescent and HID lighting- 120 volts
- Small Equipment and appliances - 208/120 volts
- Fluorescent task lighting at counters - 120 volts
- General purpose outlets - 120 volts

2. Lighting

Exterior lighting must be post mounted energy efficient metal halide fixtures for parking and driveways. Pole fixture assembly must be specified to withstand 175 mph winds with 1.1 gust factor. Wall mounted HID fixtures must be used around the building perimeter for security lighting. Ceiling mounted HID fixtures must be used for covered walkways. Exterior light control must have two levels of automatic switching. The "Night Light" (Security Light) which is "ON" from dusk to dawn and the "Curfew Light" which is "ON" from dusk to a pre-set time before dawn.

Interior lighting fixtures must be energy efficient fluorescent and metal halide.

- General lighting applications must use luminaries with T8 fluorescent lamps and electronic ballast.
- For areas with high ceiling such as the Multi-use/Cafeteria and covered areas, metal halide fixtures will be used.
- Exit lights to be provided at egress doors and corridors must be light emitting diode type with built-in emergency battery.
- Task lighting at counters must be provided using slim type fluorescent fixtures with switch control and will be mounted under the overhead cabinets.
- General illumination in classrooms, large offices and open areas will have at least three levels of switching to save energy when natural lighting is available.
- Interior walkways must have automatic curfew lighting and security lighting controls.
- Emergency lighting will be provided where required.

3. General Power

A minimum of four general use outlets will be provided in each classrooms. Outlets will be provided at ten (10) feet o.c. at offices. Outlets located outdoors and in wet locations will be weatherproof type with ground fault protection. Outlets in corridors will be heavy duty type.

Power outlets for computers will be isolated type with outlets in each general classrooms, and the library, one outlet per computer station in computer lab and in office areas.

4. Communication Systems

- Telecommunications provisions underground conduit will be provided from the GTA service pedestal to the telephone terminal board. Underground system will be provided from the terminal board to the telephone cabinets to individual outlets. Instruments, cables, and wires will be by GTA under separate contract with the government. Telephone outlets will be provided in offices, lobby, conference rooms, classrooms, and work areas.

- Public address/intercom system, clock and program bell provisions and intercom station will be provided in each classroom and office. Interior and exterior speaker system, master clock (equipment must be located in the administration area. Digital s lave clocks in each classroom, office, library, cafeteria, and work areas. Local area network (LAN) system provisions empty raceway system will be provided for LAN cables. Minimum of one LAN outlet must be provided for in each classroom, offices, cafeteria, library, and nurse station.

- Television system provisions conduit with pullwire for television service from pedestal to main TV cabinet. Cable television distribution from Main distribution frame (MDF) via underground conduit system to the library. Cable television outlets must be provided in each classroom.

5. Fire Alarm System

The fire alarm system must be automatic manual system with audio/visual alarms throughout the facility. The fire alarm system will be an addressable analog type. Visual alarm will be provided in each public toilet; smoke detectors will be provided where required. Heat detectors will be provided in mechanical rooms. Duct smoke detectors must be provided where required.

6. Emergency Back-Up Power

Provide emergency back-up generator, automatic transfer switch with concrete housing, spill containment.

Emergency Generator must have the same load capacity as the main distribution panel, with 3-days minimum capacity of diesel fuel.

7. All Lighting System

All lighting, electrical & mechanical equipment must be all energy efficient and must meet Guam Energy Code.

(TERMA TO PROVIDE AS THE PROGRAMMING DOCUMENTS)

I. PROJECTS DESCRIPTIONS AND LOCATIONS

II. SCOPE OF WORK:

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CONSTRUCTION OF NEW SIMON SANCHEZ HIGH SCHOOL
FINANCE, DESIGN, BUILD, MAINTAIN AND LEASEBACK (FDDBML)

TECHNICAL SPECIFICATIONS

Project No. SSHS XXXX

Attachment "C"

I. SITE DEVELOPMENT FOR CONSTRUCTION OF NEW SIMON SANCHEZ HIGH SCHOOL (FDDBML)

The following must be considered when developing the preliminary high school layouts for Guam Public School System:

- **Academic Support Areas**: Space such as libraries, teacher workrooms, and computer labs should be located near or within classroom arrangements.

- **Community Use:** the use of public schools by the community is a major issue that affects school layouts in Guam. The facilities most frequently used by the public are:

  1. Cafeterias
  2. Outdoor Gathering Areas (amphitheaters, covered stadiums, covered courts)
  3. Aesthetic Fields and Court Sports

  These facilities should be located near visitor and event parking areas. Security is also an issue; making school facilities more available to the public also makes them more vulnerable to vandalism. In the model conceptual plans, each site is organized so that facilities used by the public separate from the remainder of the campus.

  Classrooms industrial arts facilities may be used for adult classes. One of the advantages of using courtyard buildings is that individual buildings can be opened after-hours to the public while keeping other academic facilities securely gated.

- **Classroom Arrangements**: Developing smaller clusters of classrooms that are organized around a landscaped courtyard reduces the institutional feeling of a school and creates a more child-scaled environment. Clusters can be organized by grade level, academic subject, or learning teams. Educational programs can also affect classroom arrangements.

- **Energy Use:** Classrooms can be sited to allow controlled lighting conditions (a north/south orientation) and reduced air conditioning costs. Landscaping can also be used to reduced air conditioning costs in classrooms and other areas.

- **General Support Areas**: Administrative offices, dining halls, and auditoriums are areas that can be located away from classrooms, and closer to visitor parking areas. Along with some athletic facilities, these are often spaces visited or used by parents or the public. They should be located in areas accessible to the public, such as locations are near visitor parking lots, public roads, and public walkways.

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- **Landscape and Open Space:** Shaping the land, especially near elementary school classrooms, extends the learning environment to the outside of the building. Classroom can be sited around a landscape courtyard, creating more a child-scaled environment in a larger school. Trees can also be used to create attractive pedestrian walkways, provide shade for buildings or play areas, screen undesirable views, and control harsh winds by creating windbreaks. Children typically need a place to play and expend energy; open spaces should be located near classrooms (if airconditioned) or dining halls. Landscaping a portion of the outdoor areas with large trees makes them livable in a tropical climate. If it is not possible to afford all landscaping up-front, then develop a landscape master plan that can be implemented overtime. The landscaping portion of a project usually will be less than 10% of the overall site-planning budget.

- **Legal Requirements:** Legal or regulatory requirements that may affect site layouts include zoning standards (setbacks, maximum site coverage, height limits, etc.), fire lanes, fire codes (K-2 classrooms should be occupy ground level) and ADA requirements.

- **Lighting:** for both safety and security reasons, provide lighting in all school areas that will be used during evening hours.

- **Mechanical Systems** The organizational of mechanical space of large school facilities is outside the scope of this project. However, interviews with some of Guam's school facility managers indicates that the preference is for a decentralized system. The layouts show space within or near each courtyard building for mechanical equipment that services that area. Enclosed areas are preferable to open-air storage for security and noise reasons. We recommend that school architects conduct additional discussions with operational managers when designing future schools on Guam.

- **Physical Education and Athletics:** Athletic fields require large areas of relatively flat land. Outdoor athletics activities are often noisy and should be located away from classrooms; if used for marching band practice, locate away from residential areas. In order to maximize flexible use of fields by coaching staff, place them together whenever possible. Athletic spaces that are used for games, which the public attends, should be easy to find and placed near visitor or event parking lots.

- **Parking:** Locate parking lots in areas with easy access to local streets. However, it is not desirable to locate parking lots in areas where they dominate public views to the school. Develop a landscape buffer between parking lots and other uses.

- **Pedestrian Walkways:** All campus layouts prepared for this project create safe, walkable campus environments. Pedestrian walkways that connect the primary academic facilities are kept away from vehicular roads, and other pedestrian connections keep conflicts to a minimum. Whenever possible, create a pedestrian link between the school entry and public walkways or nearby public facilities. A clear, organized, and spacious walkway system helps to orient users and create a well-functioning environment. Walkways are often social gathering areas for students and teachers; provide shade trees and seating areas along them. Because of Guam's frequent rains, all major walkways should be partially or fully covered. Design service roads and pedestrian walkways near athletic fields for dual use by pedestrians and service emergency vehicles.

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Social Needs: Often, areas that are not designated for specific classroom activities are overlooked in school planning programs. These include conference rooms, teacher/parent meeting rooms, faculty meeting areas, and small to large gathering areas for students. School programs should be modified whenever possible to meet social needs.

Vehicular Traffic: It is important to provide a substantial, on-campus area for the drop off and pickup of children by either bus or private auto. Ideally, children should be able to exit from the right-hand side of the car onto a pedestrian walkway that leads to school facilities. For safety reasons, locate vehicular roadways away from school activity areas. If it is necessary to route service roads or fire lanes through or near the center campus, then limit deliveries to off-hours. If possible, locate faculty and staff parking lots away from the visitor lot and student drop off and pickup traffic; this allows teachers to avoid the heavy traffic associated with before and after-school activities.

Standards

The school's conceptual plans provided illustrate several design ideas that are incorporated into the conceptual site plans. Although defining design guidelines for future schools is outside the scope of this project, these examples begin to show what is possible.

Courtyards

Courtyards are a traditional way to organize buildings around a central open space. They are used extensively throughout the conceptual plans. Courtyard buildings and layouts create organized, smaller scale environments that relate to a child's developmental needs and to educational groups. For example, grade-level classrooms for elementary schools and learning teams for intermediate schools can be organized around an open courtyard. If properly landscaped, courtyards relatively small. A larger outdoor area, such as the one shown at Southern High, is too large to perform its function as a social and organizational feature.

Pedestrian Walkways

Because students and teachers walk from one area of campus to another, pedestrian walkways are the "glue" that holds a school together. Rain is frequent in Guam, so it is recommended that all major walkways be partially or fully covered. Keep covered walkways along the edge of courtyard buildings open for both aesthetic and security reasons.

Architectural Styles

There are many types of architectural styles appropriate for Guam's schools. Because of the island's tropical climate, sloped roofs and wide roofs overhangs are recommended. Colored roof tiles properly attached for typhoon winds shall be used effectively to link school architecture to island traditions.

Athletic Stands

Developing attractive yet typhoon-proof stands for high school facilities present a challenge for Guam's educational architects. For flat, urban school sites, either push the stands up against a gymnasium wall or hide the tall back side of athletic stands with trees or a tall hedge. When designing for sloped rural sites, a good way to blend concrete stands into the setting is to create terraced platforms for athletic fields. Then set the stands into the slope between the terraced fields.

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Gates and Security

Security is a major issue for Guam's schools, and gates and fences often play a strong role in developing the physical character of a campus. This is especially true at public entries, public street edges, and campus interior locations where gates and fences either present a welcoming or unfriendly image for students, parents, and the public. Although security is an important issue, fences and gates or walls similar to those used at Elementary School produce a positive image while maintaining security. When it is necessary to use metal mesh fences in public areas, hide them with landscape materials.

Provide security lighting alongside and rear perimeter walls and keep a cleared area near the fence or wall for security reasons.

One of the best ways to keep a campus interior secure is to locate classroom, library, and cafeteria windows so that faculty and staff can observe outdoor activity areas. For courtyard layouts, keep interior courtyard windows large and limit exterior perimeter openings to high windows or louvered vents.

SITE SELECTION CRITERIA

Site development patterns affects the overall success of an educational facility. With a large public capital investment at stake, it pays to have site selection criteria and site development guidelines for each type of school facility. Typically, the expertise of a site planner and architect are needed when selecting school sites. When selecting a site for a new school facility, it is important to remember that the required acreage may be more than the minimum site listed on the conceptual site plans in this document. Actual sites may be oddly shaped or contain land that cannot be used because of steep topography, existing easements, or other reasons. In those cases, the site layout will be less efficient than the model plans.

Factors That Affect Site Planning

Whether a school facility will be used as an elementary, middle, or high school, the following factors apply.

- **Location:** A school site should be located near the population it serves, with proximity most important for elementary schools. Schools located near target populations make family participation in school activities easier and reduce transportation costs. If the proposed school site is adjacent to other public uses, then some of the school's facilities can be used off-hours for other purposes. Examples include the parking lot, dining hall, auditorium, and athletic fields or playgrounds.

- **Access:** The size, location, condition, and traffic levels of existing roadways or bus routes that service a particular site affect the school's layout and operation. Nearby traffic or noise may produce safety hazards or an undesirable environment for teaching. Elementary and intermediate schools, in particular, should have adequate road access but should not be located off or near major highways. Pedestrian access is also important. If local walkways connect to the school's entry area and interior walkways, then students/parents can more easily walk to/from school.

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- **Adjacent Land Use:** A school should be compatible with surrounding uses. School traffic or outdoor activities can negatively impact dense residential neighborhoods. This is less a problem with elementary or intermediate schools than it is with high schools. If a high school is located next to a residential area, then it is important to locate a buffer area along that boundary in order to maintain privacy and reduce noise for local residents. Adjacent land use that produce high levels of noise, traffic, or pollution. Most residential development, small-scale commercial activity, public uses, and natural preserves are compatible neighbors.

- **Size of the Site:** The minimum site for elementary schools is 10 to 12 acres; for Intermediate schools 15 to 18 acres; for high schools 30 to 35 acres. Sites at the low end of the range require two or more story structures. If a site contains steep land, natural vegetation to be retained, or areas difficult to develop for technical reasons, a larger site is needed. In less developed areas, it may be necessary to control storm drainage by installing detention basins; this also increases land requirements. Larger sites can be developed as a park/school combination and include facilities used for other purposes. Finally, it is important that the site accommodate activities that requires large areas: (1) athletic facilities and outdoors play areas; (2) off-street loading requirements, particularly students drop off/pickup areas, and (3) off-street parking.

- **Topography:** Nearly flat or mildly rolling land is easier to develop than a site with steep slopes. A minimum slope of 1 to 2% is required for good site drainage, and a slope of 2% to 5% provides good drainage and maximum development flexibility. Land with a 10% slope can be graded for athletic fields and school facilities, but extensive grading affects cost and increases land requirements. Conversely, a site with slope variations and natural vegetation is more attractive than a nearly flat site.

- **Site Development Cost:** Steep topography and underdeveloped services (roads, utilities) increase site development costs. Depending on the services required, site development costs could vary from 8% to 12% of the entire building construction cost excluding land. If a school site is small, and also has steep slopes, extensive grading and retaining wall construction will increase development costs. A small site also requires multi-story structures that may needs elevators for ADA (American Disability Act) compliance and sprinkler system for K-2 classroom located above the ground floor.

- **Utilities:** Construction costs will be less if water, gas, electrical power, and storm/sanitary sewer lines are available near the school site. Check to determine if the line capacity is adequate to meet school needs. If on-site treatment fields for wastewater must be provided without cesspools (check Department of Health rules), then more land is needed for leaching fields.

- **Soil Types:** Unless soil types are known, it is wise to take test boring to determine whether existing soils will drain properly or support building loads. Problems soils limit available building sites and produce additional excavation or other cost for a school construction project.

- **Environment Factors:** A number of environmental conditions may determine what proportion of a site is usable or even whether the are should be used for school facility. The presence of hazardous waste, high noise levels, adjacent industrial facilities, or high voltage transmission lines may eliminate a site from consideration. If there are wetlands on a proposed site, the extent and location of the wetlands should be determined prior to land purchase. Wetlands usually must

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be preserved, and their size and location may have a negative impact on the school layout or its functional operations.

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SPECIAL PROVISIONS

1. General Intention. It is the declared intention and meaning to provide and secure the **Construction of New Simon Sanchez High School, Finance, Demolition, Design, Build, Maintain, Leaseback (FDDBML), Project No. SSHS XXXX.**

2 Bid. The Contractor and each and every subcontractor shall read the General Conditions immediately following these special provisions, and by the act submitting a bid, shall be deemed to have accepted all conditions contained therein.

3. Specification and Standards. The specifications and standards referenced in this specification (including addenda, amendments and errata listed) shall govern in all cases where the references thereto are made. In cases of difference between the referenced specifications or standards and this specification or its accompanying drawings, this specification and its accompanying drawings shall govern to the extent of such difference, otherwise the referenced specifications and standards shall apply. Extra care shall be exercised to refer in requests for quotation in orders and in subcontracts to the referenced specifications and to all modifications thereof.

4. Time for Completion. It is hereby understood and mutually agreed, by and between the Contractor and the Government of Guam, that the date of beginning, rate of progress and the time for completion of the work to be done hereunder are essential conditions of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on date to be specified in the Notices to Proceed for the design within forty five (45) calendar days and construction and shall be completed within two hundred twenty (220) calendar days.

GENERAL CONDITIONS

I. DEFINITIONS

1. Owner

The term "Owner" as used herein means the Government of Guam, Agana, Guam, and shall include the Governor of Guam, and/or his authorized representatives.

2. Contracting Officer

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

3. Contractor

The term "Contractor" as used herein means the financier, party or parties who or which shall have duly entered into a contract with the Government of Guam to perform the work herein contemplated or his or their authorized assignee.

4. Notice

The term "Notice" as used herein shall mean and include all written notice demands, instructions, claims, approvals and disapprovals required to obtain compliance with contract requirements. Any written notice by either party to the contract shall be sufficiently given if delivered to or at the last know business address of the person, firm, or corporation constituting the other party to the contract, or to his, their, or its duly authorized agent, representative, or officers, or when enclosed in a postage prepaid envelope addressed to such last known business address and deposited in a United States mail box. The Contractor must provide and maintain a post office address within the Territory of Guam and file the same with the Contracting Officer.

II. FDDBML CONTRACT

1. Contract Documents

(a) The contract documents consist of the Agreement, the Request for Proposal (Part I & II) including all addenda and alterations made in the documents prior to their execution.

(b) The contract documents shall be signed by the Owner and Contractor in as many original counterparts as may be mutually agreed.

(c) Anything called for by one of the contract documents and not called for by the others shall be of like effect as if required or called for by all. Any discrepancies between the contract documents shall be called to the attention of the Contracting Officer before proceeding with work affected thereby.

(d) It will be conclusively presumed that the Contractor has read, examined and agreed to each and every term, conditions, provisions, covenant or agreement proposals and contract, to the work to be carried on, said documents being on file in the Division of Capital Improvement Projects, Department of Public Works, Tumon, Guam.

III. OFFEROR RESPONSIBILITIES

1. Site Condition

(a) Offerors should visit the site and shall be responsible for having ascertained pertinent conditions such as location, accessibility, and general character of the site or building, the character and extent of existing work within or adjacent to the site, and any other work being performed thereon at the time of the submission of his proposal. No extra compensation will be made by reason of any misunderstanding or error as regards to the site, the conditions thereof, accessibility or the amount of kind of work to be performed.

2. Award of Contract

(a) The contract will be awarded as soon as possible to the best responsive and responsible offeror whose proposal meets the needs of the Government of Guam to the best degree, provided it is in the interest of the Owner to accept his bid.

(b) The Owner reserves the right to waive any informality in bids received when such waiver is in the interest of the Owner. The Owner also reserves the right to accept any item in the bid and to reject any item in the bid unless otherwise specified by the Owner.

3. Cancellation of Award

The Owner reserves the right to cancel the award of any contract at any time before the execution of same.

IV. DUTIES OF CONTRACTING OFFICER AND CONTRACTOR SAFETY MEASURES

1. Authority of Contracting Officer

The Contracting Officer shall give all orders and directions contemplated under this contract relative to the execution of the work. The Contracting Officer shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid or under this contract and shall decide all questions which may arise in relation to paid work and the construction thereof. The Contracting Officer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract the determination or decision of the Contracting Officer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

The Contracting Officer shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute.

Any difference or conflicts in regard to their work which may arise between the Contractor under this contract and other Contractors performing work for the Owner shall be adjusted and determined by the Contracting Officer.

2. Contractor's Obligations

The Contractor shall, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract within the time herein specified in accordance with the plans and drawings of the work covered by this contract and any and all supplemental plans and drawings, and in accordance with the directions of the Contracting Officer as given from time to time during the progress of the work. He alone shall be responsible for the safety, efficiency and adequacy of his plant, appliances and methods, and for any damage which may result from their failure or their improper construction, maintenance or operations. The Contractor shall observe, comply with and be subject to all terms, conditions, requirements, and limitations of the contract and specifications and shall do carry on and complete the entire work to the satisfaction of the Contracting Officer and the Owner.

3. Superintendence by Contractor

The Contractor shall give his personal superintendence to the work or have a competent foreman or superintendent, satisfactory to the Contracting Officer, on the work at all times during progress with authority to act for him.

4. Subcontracts

(a) Nothing contained in the contract shall be construed as creating any contractual relationship between any subcontractor and the Owner. The diffusion or sections of the contract are not intended to control the Contractor in dividing the work among subcontractors or to limit the work performed by any trade.

(b) The Contractor shall be as fully responsible to the Owner for the acts and omissions of subcontractors and of persons employed by them, as he is for the acts and omissions of persons directly employed by him.

(c) The Contractor shall be responsible for the coordination of the trades, subcontractors, and material men engaged in his work.

(d) The Contractor shall, without additional expense to the Owner, utilize the services of specialty subcontractors on those parts of the work which are generally performed by specialty subcontractors.

(e) The Owner will not undertake to settle any differences between the Contractor and his subcontractors or between subcontractors.

(f) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work including waiver of mechanics liens to bind subcontractors by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Owner any exercise over the Contractor under any provisions of the contract documents.

5. Subletting

Subletting part of the work is permitted. However, bidder must note that subletting in excess of the following is not allowed:

(a) Where the subletting is for both labor and material, total cost of sublet work shall not exceed 49% of the contract amount.

(b) Where subletting is for labor only, sublet work cost shall not exceed 20% of the total contract amount. Information concerning subcontracts must form a part of the bid documents and shall be submitted on standard "Subcontract" information form.

6. Assignments

The Contractor shall not assign the whole or any part of this contract or any monies due or to become due hereunder without the written consent of the Owner and of all the sureties executing any bonds on behalf of the Contractor in connection with said contract. In case the Contractor assigns the whole or any part of said contract or assigns all or any part of any monies due or to become due under said contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due the Contractor or otherwise shall be subject to all of the terms and conditions of said contract or supplemental thereto, the rights and remedies of the Owner thereunder or arising by operation of the law and to the liens of all persons, firms, and corporations for services rendered or materials supplied in connection with the performance of said contract.

7. Equal Opportunity

(a) The Contractor 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 Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, color, age, economic status, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the said labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

8. Hiring of Apprentices

The Contractor shall, except of good cause shown, hire for performance of work under this contract, to the extent possible, apprentices in each occupation to be employed in the performance of work under this contract in accordance with the Executive Order No. 30-7.

9. Minimum Wage Rate

All persons employed on this project shall be paid not less than minimum wage applicable to the corresponding skill or craft as determined by the Department of Labor, Government of Guam. Prevailing wage rates of Department of Labor, Government of Guam are attached herewith and shall be deemed a part of the contract documents.

10. Laws, Permits and Regulations

(a) Building permit for the project shall be secured by the Contractor. Building permit and plan checking fees shall be paid for by the Contractor.

(b) The Contractor shall pay all fees and charges for connection to outside service and use of property other than the site of the work for storage of materials or other purposes.

(c) The Contractor shall comply with all laws, ordinances, regulations and building code requirements applicable to work hereunder unless in conflict with contract requirements. If the Contractor ascertains at any time that any requirement of this contract is a variance with applicable laws, ordinances, regulations, or building code requirements, he shall promptly notify the Contracting Officer and any necessary adjustment of the contract shall be made as specified under Changes in Work.

11. Contractor's and Subcontractor's Insurance

(a) The Contractor shall not commence work under this contract until he has obtained all the insurance required hereunder and such insurance has been approved by the Owner. The Contractor shall not allow any subcontractor to commence work on his subcontract

until all similar insurance required of the subcontractor has been so obtained and approved. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.

(b) Workman's Compensation and Employer's Liability Insurance-The Contractor shall take out and maintain during the life of this contract the statutory Workman's Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this contract and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workman's Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.

(c) Bodily Injury Liability and Property Damage Liability Insurance-The Contractor shall take out and maintain during the life of this contract such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him and any subcontractor performing work covered by this contract from claims for damages for personal injury including accidental death, as well as from operations under this contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than:

(1) Bodily Injury Liability Insurance in an amount not less than One Hundred Thousand Dollars ($100,000.00) per person for injuries including wrongful death and in an amount not less than Three Hundred Thousand Dollars ($300,000.00) for injuries including wrongful death resulting from one accident.

(2) Property Damage Insurance in an amount not less than Fifty Thousand Dollars ($50,000.00) for damages resulting from any one accident and in an amount not less than One Hundred Thousand Dollars ($100,000.00) for damages resulting from all accidents.

(d) Owner's Protective Liability Insurance - The Contractor shall take out and furnish to the Owner and maintain during the life of this contract complete Owner's protective liability insurance in amounts as specified in paragraph 11 (c), above for bodily injury liability insurance and for property damage liability insurance.

(e) Fire Insurance - The Contractor shall insure the building or other work included in this contract against loss or damage by fire and against loss or damage covered by the standard extended coverage insurance endorsement, in an insurance company or companies acceptable to the Owner, the amount of the insurance at all times to be at least equal to the amount paid on account of work and materials and plus the value of work or materials furnished or delivered but not yet paid for by the Owner. The policies shall be in the names of the Owner and the Contractor, and their interests may appear. Certificates of the insurance company as to the amount and type of coverage, terms of policies, etc., shall be delivered to the Owner before monthly partial payments are made.

12. Accident Prevention

(a) Precaution shall be exercised at all times for the protection of persons (including

employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery equipment and all hazards shall be observed. Machinery equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the latest edition of the Manual of Accident Prevention in Construction published by the Associated General Contractors of America to the extent that such provisions are not in contravention of applicable laws.

(b) Should typhoon warnings be issued, the Contractor shall secure the site and take every practicable precaution to minimize damage and/or danger to persons, to the work, and to the adjacent property. These precautions shall include closing all openings, removing all loose materials, tools and/or equipment from exposed locations, and removing or securing scaffolding and all other temporary work.

13. Protection of Work and Property

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work and that of adjacent property (as provided by law and the contract documents) from damage. All passageways, guard fences, lights and other facilities required for protection by laws and regulations and local conditions must be provided and maintained.

14. Responsibility of Contractor to Act in Emergency

In case of an emergency which threatens loss of injury or property and/or safety of life, the Contractor shall act, without previous instructions from the Owner or Contracting Officer, as the situation may warrant. He shall notify the Contracting Officer thereof immediately thereafter of any compensation claimed by the Contractor. Substantiating documents regarding expenses shall be submitted to the Owner through the Contracting Officer and the amount of compensation shall be determined by agreement or arbitration.

15. Mutual Responsibility of Contractors

If the Contractor or any of his subcontractors or employees cause loss or damage to any separate contractor on the work, the Contractor agrees to settle with such separate contractor by agreement, if he will so settle. If such separate contractor sues the Owner on account of any loss so sustained, the Owner shall notify the Contractor who shall indemnify and save harmless the Owner against any expenses or judgement arising therefrom.

16. Use of Premises and Removal of Debris

The Contractor expressly agrees to undertake at his own expense

(a) to take every precaution against injuries to persons or damages to property;

(b) to comply with the regulations governing the operation of premises which are occupied and to perform his contract in such a manner as not to interrupt or interfere with

the operation of other facilities;

(c) to perform any work necessary to be performed after regular working hours or on Sundays or legal holidays without additional expense to the Owner;

(d) to store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors;

(e) to place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work;

(f) to frequently clean up all refuse, rubbish, scrap materials and debris caused by his operation so that at all times the site of the work shall present a neat, orderly and workmanlike appearance. No burning will be permitted;

(g) to affect all cutting, fitting, or patching of his work required to make the same conform to the plans and specifications, and except with the consent of the Contracting Officer, not to cut or otherwise alter the work of any contractor;

(h) before final payment to remove all surplus materials, false work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, to put the site in a neat, orderly condition and to thoroughly clean and leave reasonably dust free all furnished surfaces.

17. Obstructions

The Contractor shall at his own expense remove all obstructions, the removal of which shall be necessary for the proper reception, performance, construction, installation and completion of all work under this contract.

18. Site of Contractor's Operations

The Contractor shall confine all construction operations within the vicinity of the site and shall arrange his work so that all construction materials and equipment are placed in such manner and location that there may be a minimum of interference or inconvenience inflicted upon the public and employees of the Government.

19. Barricades

The Contractor shall erect, install and maintain all temporary public walks, warning signs, barricades or other protective means in and around the site as deemed necessary or as may be ordered by the Contracting Officer for the effective protection of the public from injury and shall be held strictly liable for their safety.

20. Electrical Energy

The Contractor shall make all necessary applications, pay all fees and charges, obtain

necessary permits and provide and maintain his own electrical power and light as required and necessary in the progress of any branch of the work. He shall provide all temporary wiring necessary.

21. Water

The Contractor shall make all necessary applications, pay all fees and charges, obtain necessary permits for construction of temporary water required for use on this project. The nearest available source of water tap shall be verified by the Contractor. The Contractor shall be responsible for all expenses required for conveying water to the site from the available nearest source.

22. Signs

The Contractor shall erect a sign at the project site at his own expense. The location of sign shall be as directed by the Contracting Officer. Size of signs, lettering, and other pertinent data that should appear on the sign will be furnished by the Contracting Officer to the Contractor.

V. QUALITY OF WORK

1. Engineering and Layout

The Contractor shall provide competent engineering services to execute the work in accordance with the contract requirements.

2. Shop Drawings, Materials and Workmanship

Unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new. All workmanship shall be first class and by persons qualified in the respective trades.

Shop Drawings

(a) The Contractor shall submit, for the approval of the Contracting Officer, shop and setting drawings and schedules required by industry practice or that may be requested by the Contracting Officer and no work shall be fabricated by the Contractor, save at his own risk, until such approval has been given.

(b) Drawings and schedules shall be submitted in quadruplicate (unless otherwise specified) accompanied by letter of transmittal which shall give a list of the numbers and dates of the drawings submitted. Drawings shall be complete in every respect and bound insets.

(c) The Contractor shall submit all drawings and schedules sufficiently in advance of construction requirements to allow ample time for checking, correcting, resubmitting and rechecking.

(d) The drawings submitted shall be marked with the name of the project, numbered consecutively and bear the stamp of approval of the Contractor as evidence that the drawings have been checked by the Contractor. Any drawings submitted without this stamp of approval will not be considered and will be returned to the Contractor for resubmission. If the shop drawings show variations from the requirements of the contract because of standard shop practice or other reasons, the Contractor shall make specific mention of such variation in his letter of transmittal in order that if applicable, suitable action may be taken for proper adjustment. Otherwise, the Contractor will not be relieved of the responsibility for executing the work in accordance with the contract even though such shop drawings have been approved.

(e) The approval of shop and setting drawings will be general and, except as otherwise provided in paragraph 2 (e), shall not be construed (1) as permitting any departure from the contract requirements; (2) as relieving the Contractor of the responsibility for any error in details, dimensions or otherwise that may exist; (3) as approving departures from additional details or instructions previously furnished by the Contracting Officer.

3. Standards

(a) Any material specified by reference to the number, symbol or title of a specific standard, such as a commercial standard, a Federal specification, a trade association standard or other similar standard, shall comply with the requirements in the latest revision thereto in effect on the date of Request for Proposals, except as limited to type, class or grade or modified in such reference.

(b) The standard referred to, except as modified in the specifications, shall have full force and effect as though printed in the specifications. These standards are not furnished to proposers for the reason that the manufacturers and trades involved are assumed to be familiar with their requirements. The Contracting Officer will furnish, upon request, information as to how copies of such standards may be obtained.

(c) Reference in the specifications to any article, device, product, material, fixture, form, or type of construction by name, make or catalog number shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition; and the Contractor, in such cases, may at his option use any article, device, product, material, fixture, form of type of construction which in the judgment of the Contracting Officer expressed in writing is equal to that specified.

4. Samples

(a) The Contractor shall furnish for the approval of the Contracting Officer any samples required by the construction specifications or that may be required by the Contracting Officer of any and all materials or equipment he proposes to use and shall prepay all shipping charges on the samples.

(b) No materials or equipment of which samples are required to be submitted for approval shall be used on the work until such approval has been given by the Contracting

Officer, save only at the Contractor's risk and expense.

(c) Each sample shall have a label indicating the material represented, its place of origin and the names of the producer, the Contractor and the building or work for which the material is intended. Samples of finished materials shall be so marked as to indicate where the materials represented are required by the drawings or specifications.

(d) A letter in duplicate submitting each shipment of samples shall be mailed under separate cover by the Contractor and contain a list of the samples, the name of the building or work for which the materials are intended, and the brands of the materials and names of the manufacturers.

(e) The approval of any sample shall be only for characteristics or for the named in such approval and no other. No approval of a sample shall be taken in itself to change or modify any contract requirement. When a material has been approved, no additional sample of that material will be considered and no change in brand or make will be permitted. Approval of samples of hardware in good condition may be suitably marked for identification and used in the work.

(f) Failure of any material to pass the specified tests will be sufficient cause for refusal to consider under this contract any further samples of the same brand or make of that material.

(g) Test samples as the Contracting Officer may deem necessary will be procured from the various materials or equipment delivered by the Contractor for use in the work. If any of these test samples fail to meet the specifications requirement, any previous approvals will be withdrawn and such materials or equipment shall be subject to removal and replacement by the Contractor with materials or equipment meeting the specification requirements, or at the discretion of the Owner, the defective materials and equipment may be permitted to remain in place subject to a proper adjustment of the contract price. The cost of the tests will be borne by the Owner except where laboratory tests as hereinafter specified are required by the specifications.

5. Laboratory Tests

(a) Laboratory tests of materials and finished articles to be incorporated in the work shall be made by bureaus, laboratories or agencies approved by the Contracting Officer, and the reports of such tests shall be submitted to the Contracting Officer. The cost of the testing shall be paid for by the Contractor.

6. Methods

The Contractor shall use proper and efficient methods and appliances for the performance of all the operations connected with work embraced under these specifications, drawings and contract to secure a rate of progress which will secure completion of the work within the time specified. If, at any time before commencement of work, or during the progress thereof, such methods, equipment or appliances are inefficient or inappropriate for securing said quality of work or said rate of progress, the Contracting Officer may order

the Contractor to increase their efficiency or to improve their character, and the Contractor must conform to such order. The failure of the Contracting Officer to demand such increases of efficiency or improvement shall not relieve the Contractor or his sureties from the obligations to secure such quality of work and said rate of progress and the completion of the work as required herein.

7. Labor and Materials

The Contractor shall furnish all labor, materials and equipment for the execution of the work according to the drawings, specifications and contract, and where no specifications are contained therein for whatever may be necessary, shall do all that may be termed ordinary, customary or essential to a job to be well and reliably completed. This includes concealment of all pipes and other rough items of installation if not clearly so shown on the drawings in a manner acceptable to the Contracting Officer. Structural safety shall not be impaired by such concealment. Work not particularly detailed, marked or specified shall be of equal quality as similar parts that are detailed, marked or specified. All material finished for and used in the job shall be of kind and grade specified and where not specifically called for at least of customary standard grade. All work shall be executed in accordance with their trades. Full structural safety is essential, and the Contractor guarantees to accomplish same for the entire work.

8. Guarantee of Work

(a) Except as otherwise specified all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment, or workmanship for one year from the date of final completion of the contract or from full occupancy of the building by the Owner, whichever is earlier.

(b) If within any guarantee period, repairs or changes are required in connection with guaranteed work which, in the opinion of the Contracting Officer, is rendered necessary as the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the contract, the Contractor shall promptly upon receipt of notice from the Owner and without expense to the Owner:

(1) Place in satisfactory condition in every particular all of such guaranteed work and correct all defects therein; and

(2) Make good all damages to the building or site or equipment or contents thereof which, in the opinion of the Contracting Officer, is the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the contract.

(c) In any case wherein fulfilling the requirements of the contract or of any guarantee embraced in or required thereby the Contractor disturbs any work guaranteed under another contract, he shall restore such disturbed work to a condition satisfactory to the Contracting Officer and guarantee such restored work to the same extent as it was guaranteed under such other contract.

(d) If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the Owner may have the defects corrected and the Contractor and his surety shall be liable for all expense incurred.

(e) All special guarantees applicable to definite parts of the work shall be stipulated in the specifications or other papers forming a part of the contract and shall be subject to the terms of this paragraph during the first year of the life of such special guarantee.

9. Defective Work

No work or material which may be defective in construction or quality or deficient in any of the requirements of the drawings and specifications will be considered accepted as a consequence of the failure of the Contracting Officer or the inspectors to discover or to point out said defects or deficiencies during the construction; nor will the presence of inspectors on the work relieve the Contractor from the responsibility of securing the quality and progress of work as required by these specifications.

Any defective work that may be discovered before the completion of the work or within such time as required by the bond shall be replaced by work and materials that shall conform to the spirit and intent of the drawings, specifications and contract. The fact that the Contracting Officer or his representatives may have overlooked defective work shall not constitute the acceptance of work. NO PAYMENT WHETHER PARTIAL OR FINAL SHALL BE CONSTRUED TO BE AN ACCEPTANCE OF DEFECTIVE WORK OR IMPROPER MATERIALS.

The Contracting Officer may at any time by order given in writing stop any work not being done according to drawings and specifications and any order so given shall not in any way relieve the Contractor from completing his contract and shall not in any way terminate, cancel or abrogate the contract or any part thereof, and the Government of Guam shall not in any way be responsible for the delay due to stopping the work as aforesaid.

VI. INSPECTION OF WORK

1. Access to the Work

The Contracting Officer and his representatives shall have access at all times to the work for inspection whatever it is in preparation or progress and the Contractor shall provide proper facilities for such access and inspection.

2. Inspectors

Inspectors may be placed by the Contracting Officer to supervise each and every subdivision of the work or any parts or process thereof. The Contracting Officer and the inspectors shall have free access to all parts of the work at all times and shall be given every facility, information and means of thoroughly inspecting the work done and the materials used or to be used.

The inspectors shall at all times be free to perform their duties and any intimidation of any

Inspector by the Contractor or the employees thereof shall be sufficient reason, if the Owner shall so decide, to annul the contract.

3. As-Built Drawings

An approved set of drawings and specifications shall be maintained at the site with all changes or deviations from the original drawings neatly marked thereon in brightly contrasting color. This shall be a separate set of drawings not used for construction purposes which shall be kept up to date as the job progresses and shall be made available for inspection by the Contracting Officer at all times. Upon completion of the contract this set of drawings shall be delivered to the Contracting Officer. An electronic CAD file (non-PDF) of the shop drawings shall also be submitted for review and approval prior to final acceptance of the project.

4. Inspection

(a) All materials and workmanship (if not otherwise designated by the specifications) shall be subject to inspection, examination and testing by the Contracting Officer at any and all times during manufacture and/or construction and at any and all places where such manufacture and/or construction are carried on. The Contracting Officer shall have the right to reject defective material and workmanship or require its correction. Rejected workmanship shall be satisfactorily corrected, and rejected materials shall be satisfactorily replaced with proper materials and the Contractor shall promptly segregate and remove the rejected materials from the premises. If the Contractor fails to proceed at once with the replacement of rejected materials and/or the correction of defective workmanship, the Owner may, by contract or otherwise, replace such materials and/or correct such workmanship and charge the cost to the Contractor, or may terminate the right of the Contractor to proceed as provided in paragraph 5 of Section VII, Time for Performance, the Contractor and surety being liable for any damage to the same extent as provided in said paragraph 16 for termination thereunder.

(b) The Contractor shall furnish promptly, without additional charge, all reasonable facilities, labor and materials necessary for the safe and convenient inspection and tests that may be required by the Contracting Officer. All inspections and tests shall be performed in such manner as not to unnecessarily delay the work. Special, full-size and performance tests shall be as described in the specifications. The Contractor shall be charged with any cost of inspection when material and workmanship are not ready at the time inspection is requested by the Contractor.

(c) Should it be considered necessary or advisable by the Contracting Officer at any time before final acceptance of the entire work to make an examination of work already completed by removing or tearing out same, the Contractor shall on request promptly furnish all necessary facilities, labor and materials. If such work is found to be defective in any material respect due to the fault of the Contractor or his subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements involved in the examination and replacement, the cost of conducting the test plus 15 percent shall be allowed the Contractor and he shall in addition, if completion of the work has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

5. Final Inspection

When the work is substantially completed the Contractor shall notify the Owner, in writing, that the work will be ready for final inspection and test on a definite date which shall be stated in such notice. The notice shall be given at least ten (10) calendar days in advance of said date and shall be forwarded through the Contracting Officer who will attach his endorsement as to whether or not he concurs in the Contractor's statement that the work will be ready for final inspection or tests on the date given but such endorsement shall not relieve the Contractor of this responsibility in the matter.

VII. TIME FOR PERFORMANCE

1. Prosecution of the Work

The Contractor agrees that said work shall be prosecuted regularly, diligently and without interruption at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed by and between the Contractor and the Owner that the time for completion of the same takes into consideration the average climatic range and usual industrial conditions prevailing in the locality.

2. Suspension of Work

The Owner will furnish all land and rights-of-way necessary for the carrying out of this contract and the completion of the work herein contemplated. Should the Owner be prevented or enjoined from proceeding with the work or from authorizing its prosecution, either before or after the commencement by reason of any litigation, the Contractor shall not be entitled to make or assert any claim for damage by reason of said delay, or to withdraw from the contract except by consent of the Owner, but time for completion of the work will be extended to such time as the Owner determines will compensate for the time lost by such delay determination to be set forth in writing.

3. Climatic Conditions

(a) When so ordered by the Contracting Officer, the Contractor shall suspend any work that may be subject to damage by climatic conditions.

(b) Contract Completion Time. The allowable workdays for this contract were calculated after allowing for the following number of lost days in each month. Time extension on account of inclement weather will be allowed only if the daily report of the Contracting Officer's inspector indicates lost days beyond the limits shown below. Time extension on account of inclement weather on Saturday and Sunday shall be granted only if the Contractor confirms in writing at least seven (7) days in advance his intention to work on weekends.

Month	Non-Working Days	Month	Non-Working Days

January	06	July	10
February	04	August	11
March	04	September	11
April	03	October	09
May	04	November	03
June	06	December	07

4. Progress Report

The Contractor shall submit monthly progress report in triplicate to the Contracting Officer briefly setting forth work accomplished.

5. Owner's Right to Stop Work or Terminate Contract, Delays, Damages

(a) If:

(1) The Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors;

(2) A receiver or liquidator shall be appointed for the Contractor or for any of his property and shall not be dismissed within 20 calendar days after such appointment, or the proceedings in connection therewith shall not be stayed on appeal within the said 20 calendar days;

(3) The Contractor shall refuse or fail, after Notice of Warning from the Contracting Officer, to supply enough properly skilled workmen or proper materials; or

(4) The Contractor shall refuse to prosecute the work or any part thereof with such diligence as will insure its completion within the period herein specified (or any duly authorized extension thereof) or shall fail to complete the work within said period, or;

5) The Contractor shall fail to make payments as specified to persons supplying labor or materials for the work, or;

(6) The Contractor shall fail or refuse to regard laws, ordinances or the instructions of the Contracting Officer or otherwise be guilty of a substantial violation of any provisions of this contract, then, and in any such event, the Owner, upon the certificate of the Contracting Officer that sufficient cause exists to justify such action, and without prejudice to any other rights or remedy he may

have may, with 10 calendar days' notice to the Contractor, terminate the employment of the Contractor and his right to proceed, either as to the entire work or (at the option of the Owner) as to any portion thereof as to which delay shall have occurred, and may take possession of the work and complete the work by contract or otherwise as the Owner may deem expedient. In such case the Contractor shall not be entitled to receive any further payment on that work until the work is finished. If the unpaid balance of the compensation to be paid the Contractor hereunder shall exceed the expense of so completing the work (including compensation for additional managerial, administrative, and inspection services and any liquidated damages for delay), such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor and his sureties shall be liable to the Owner for such excess. If the right of the Contractor to proceed with the work is so terminated, the Owner may take possession of and utilize in completing the work such materials, supplies, plant, and equipment as may be on the site of the work and necessary therefor. The expenses incurred through the Contractor's default shall be certified by the Contracting Officer.

(b) If the Owner does not terminate the right of the Contractor to proceed, the Contractor shall continue the work, in which event the Contractor shall pay to the Owner as fixed, agreed, and liquidated damages for each calendar day of the delay until work is completed or accepted the amount as set forth in the section of the specifications and the Contractor and his sureties shall be liable for the amount thereof.

(c) Provided that the right of the Contractor to proceed shall not be terminated, or the Contractor charged with liquidated damages because of any delays in the completion of the work due to unforeseeable cause beyond the control and without the fault or negligence of the Contractor including, but not restricted to, acts of God or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, or delays of subcontractors due to such cases, if the Contractor shall, within ten days from the beginning of any such delay (unless the Owner shall grant a further period of time prior to the date of final settlement of the contract) notify the Owner in writing through the Contracting Officer of the causes of delay, who shall ascertain the facts and the extent of the delay and extend the time for completing the work when in his judgment the findings of facts justify such an extension, and his findings of fact thereon shall be final and conclusive on the parties hereto subject only to arbitration as specified herein.

VIII. CLAIMS, PAYMENTS

1. Contractor's Title to Materials

No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies for which he accepts partial payments.

2. Claims

The Contractor agrees whenever required to do so by the Owner to furnish satisfactory evidence that all persons, firms or corporations who have done work or supplied materials under these specifications have been paid or have been duly notified of the completion of the work and have been secured to their satisfaction before the said Contractor shall be entitled to final payment.

In case such evidence is not furnished or in case any claim is filed with the Owner or any suit or action is instituted against the Owner as defendant or garnishes or against the Contractor in connection with the work performed or to be performed under the drawings, specifications or contract, the Owner may retain from the money due or to become due to the Contractor such sum or sums as in the judgment of the Contracting Officer will fully protect the Owner from loss, charge or expense by reason of such claim, suit or action. The Owner without prejudice to any other and further rights, may make any and all deductions for any loss, charge or expense sustained by it to which it would be entitled under the contract specifications or bond, or otherwise before paying over the balance of the sum or sums retained as aforesaid, if any, to the Contractor, his creditor, or any successful claimant against the Contractor.

No payment made or retained under this contract shall be held to relieve the Contractor and/or his sureties from his and/or their obligations under this bond to hold harmless and indemnify the Owner or its agents from any and all loss, charge or expense by reason of any unpaid claim whatsoever.

3. Waiver of Mechanics Liens

Contractor waives any right that he now has or in the future may have to claim a mechanic's lien against the real property or improvements thereon which are the subject of this contract, to secure payment for labor and materials furnished or to be furnished by him under this contract.

4. Schedule of Values

Within three days after receipt of notice to proceed, the Contractor shall submit for approval a schedule of the estimated values of the main branches of the work totaling the amount of the contract. The format to be used will be furnished by the Contracting Officer.

5. Taxes

The Contractor shall, without additional expense to the Owner, pay all applicable taxes. The successful bidder will be required to comply with the applicable sections of Titles 11 and 21 of the Guam Code Annotated, as regards to licenses and taxes. In addition to the general contractor's liability, subcontractors are also subject to these provisions. Subcontractors are also required to possess Guam Service Licenses. The Contractor will be required to submit a list of his subcontractors and the monetary amount of each subcontract.

6. Materials, Services and Facilities

It is understood that except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature whatsoever necessary to execute, complete and deliver the work within the specified time.

7. Patents

The Contractor shall hold and save the Owner and his officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses, for or on account of any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the contract documents.

8. Payment by Contractor

The Contractor shall pay -

(a) for all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered;

(b) for all materials, tools, and other expendable equipment to the extent of 90 percent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools and equipment are incorporated or used;

(c) to each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors, to the extent of such subcontractor's interest therein.

9. Extras

Except as otherwise herein provided, no charge for any extra work or materials will be allowed unless the same has been ordered in writing by the Owner and either the price is stated in such order or a definite acknowledgment is made that a change in price is involved subject to later determination.

IX. MISCELLANEOUS

1. Prohibited Interests

(a) No member of or Delegate to Congress or Resident Commissioner or Governor's Office or Lieutenant Governor's Office or Employees of the Government of Guam and their relatives or immediate family members, shall be admitted to any share

or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

(b) No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer, or inspector of or for the Government of Guam authorized to exercise any legislative, executive supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

2. Disputes

(a) Except as otherwise provided in this contract, any disputes arising under this contract shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive. The provision shall not be pleaded in any suit involving a question of facts arising under this contract as limiting judicial review of any such decision to cases where fraud by such official or his representative is alleged. Provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence.

(b) This "Disputes" clause does not preclude consideration of questions of law in connection with decisions provided for in paragraph (2) above. Nothing in this contract, however, shall be construed as making final the decision of any administrative official representative or board on a question of law.

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INSURANCE AND MAINTENANCE AGREEMENT

dated as of 2025,

by and among

Lessor,

DEPARTMENT OF EDUCATION, GOVERNMENT OF GUAM,
Lessee,
Maintenance
Contractor,

and

Trustee

DRAFT

TABLE OF CONTENTS

		Page
ARTICLE I	DEFINITIONS; TERM	1
1.1	Definitions	1
1.2	Term of Agreement	1
ARTICLE II	DELEGATION OF INSURANCE AND MAINTENANCE RESPONSIBILITIES	2
2.1	Delegation	2
2.2	Powers of Maintenance Contractor	2
2.3	Obligations of Maintenance Contractor	3
2.4	Governmental Successor	3
ARTICLE III	MAINTENANCE CONTRACTOR's COMPENSATION, BUDGETING AND REIMBURSEMENT	3
3.1	Maintenance Contractor's Compensation	3
3.2	Preparation of Budget	3
3.3	Approval of Budget	4
3.4	Reduction of Services	4
3.5	Operation within Budget	4
3.6	Budget Overruns; Program Changes	5
3.7	Books	5
3.8	Right to Stop Performing Functions	5
3.9	Payment	5
ARTICLE IV	INSURANCE	6
4.1	General	6
4.2	Deductibles and Co-Payments	6
4.3	Damage and Reconstruction	6
ARTICLE V	MISCELLANEOUS	7
5.1	Breach	7
5.2	Enforcement Fees	7
5.3	Limited Liability	7
5.4	Amendment	7
5.5	Partial Invalidity	7
5.6	Entire Agreement	7
5.7	Applicable Law	7
5.8	Successors and Assigns	7

DRAFT

THIS INSURANCE AND MAINTENANCE AGREEMENT (this "Agreement") is entered into as of this first day of August, 2025, by and among _____("Lessor"), the DEPARTMENT OF EDUCATION, GOVERNMENT OF GUAM ("Lessee"), _____, as ("Maintenance Contractor"), and _____ as trustee pursuant to the Trust Agreement (as defined herein) (the "Trustee").

WITNESSETH:

WHEREAS, Lessor and Lessee have entered into a Lease Agreement, dated as of _____, 2025 (the "Lease Agreement");

WHEREAS, pursuant to the Lease, Lessor will construct a high school (the "Facility") and lease the Facility to Lessee;

WHEREAS, under the Lease Agreement, Lessor has undertaken certain obligations with respect to the insurance and capital maintenance of the Facility, and Lessor and Lessee wish to contract with Maintenance Contractor to fully perform such obligations;

WHEREAS, Maintenance Contractor, in consideration of the compensation herein provided, is prepared to perform the required services and fully and timely perform and discharge such obligations;

WHEREAS, this Agreement, together with the Project Development Agreement, dated as of _____, 2025, by and between Lessor and _____, as developer, constitutes the "Contract" as that term is defined in Chapter 58A of Title 5 of the Guam Code Annotated; and

WHEREAS, Lessee has agreed to make annual rental payments to Lessor, and Lessor has assigned these payments to the Trustee, as Trustee under the Trust Agreement, dated as of _____, 2025 (the "Trust Agreement"), by and between Lessor and Trustee, pursuant to which the Trustee has executed and delivered the _____ (Lessor). _____(the "Certificates"" in order to finance the Facility;

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS; TERM

1.1 Definitions. All capitalized terms used and not defined herein shall have the meaning ascribed thereto in the Lease Agreement.

1.2 Term of Agreement. The rights and duties of Maintenance Contractor under this Agreement shall commence upon the issuance by the Department of Public Work of the certificate of occupancy with respect to the Facility, and shall end upon the expiration or termination of the Lease Agreement. The obligations of Lessor to make the payments and reimbursements set forth herein begin when the rights and duties of Maintenance Contractor begin, but will survive the termination of the Lease Agreement, provided that no additional charges will accrue hereunder (other than interest and, if applicable, default and collection fees) after the termination of the Lease Agreement.

ARTICLE II

DELEGATION OF INSURANCE AND CAPITAL MAINTENANCE RESPONSIBILITIES

2.1 Delegation. Lessor hereby delegates to Maintenance Contractor, its duties to provide for the capital maintenance and insurance of the Site and the Facility and the payment of taxes with respect thereto, pursuant to Articles VI, VII and VIII of the Lease Agreement to the extent herein provided. Lessee hereby consents to such delegation. In consideration of the payments and reimbursements herein provided, Maintenance Contractor hereby accepts such delegation.

2.2 Powers of Maintenance Contractor. Maintenance Contractor shall have all the powers necessary to carry out its duties and responsibilities under this Agreement, including but not limited to the following:

(a) To engage the services of contractors or other employees or agents and to pay to said persons a reasonable compensation therefor.

(b) "To insure, repair, perform capital maintenance on, and otherwise deal in and with, real and personal property of every kind and character that was constructed or installed by Lessor, located on the Site or used in connection with the Facility in accordance with the Scope of Work in Exhibit A.

(c) To deal in and with the Facility including but not limited to buildings and other structures; classrooms; gymnasiums; tennis, volleyball and basketball courts; soccer, softball, baseball and football fields; playgrounds and other athletic facilities; cafeterias; offices; language laboratories; scientific laboratories, equipment and safety devices; conference rooms; roads, walkways, streets, and pedestrian paths; parks, open spaces, gardens, common areas and public areas; amphitheaters and other public entertainment areas; utility lines and systems; outdoor lighting systems; landscaping, including without limitation plants, trees, shrubs, and grass; and such improvements and equipment as may be appropriate for use in connection with Maintenance Contractor's duties under this Agreement.

(d) Subject to applicable law, to delegate by written agreement to one or more contractors any or all of Maintenance Contractor's powers, duties and responsibilities referred to in this Agreement, provided, that no such delegation shall relieve Maintenance Contractor of its duties and responsibilities hereunder.

(e) To pay all costs imposed by, associated with, or incurred as a result of Federal or Guam laws, rules, or regulations, including without limitation taxes (if any), costs of studies, consultants' fees and costs, and performance costs.

(f) To do everything necessary, suitable, convenient, or desirable for the accomplishment of any of the purposes, the attainment of any of the objects, or the furtherance of any of the powers set forth in this Agreement, either alone or in connection with other corporations, firms, or individuals, and either as principal or agent, and to do every act or thing incidental or appurtenant to, or growing out of, or connected with any of the aforesaid objects, purposes, or powers.

2.3 Obligations of Maintenance Contractor. To fulfill the duties accepted by it pursuant to Section 2.1, Maintenance Contractor shall:

(a) from and after the issuance of an occupancy permit for the Facility, provide for the capital maintenance, repair, and replacement of the Facility as set forth in the Scope of Work attached hereto as Exhibit A;

(b) from and after the issuance of an occupancy permit for the Facility,

obtain insurance for the Facility of the type and in the coverage amounts set forth in Section 7.01(b) of the Lease Agreement and Article IV;

(c) rebuild and repair the Facility following damage or destruction thereof or a permanent taking by the power of, or a power in the nature of, eminent domain or by an action or deed in lieu of condemnation, as set forth in Article IV; and

(d) prepare, adopt, amend and disseminate Budgets from time to time as set forth in Article III.

Maintenance Contractor shall not be obligated to provide routine maintenance, security services, custodial services, waste collection, or landscaping services to the Site.

2.4 Governmental Successor. Maintenance Contractor may, in its discretion, turn over any of its powers and duties hereunder to a governmental entity that is willing to accept and assume the same under the terms and conditions of this Agreement; provided that Maintenance Contractor shall provide Trustee with written notice of such successor.

ARTICLE III

MAINTENANCE CONTRACTOR'S COMPENSATION, BUDGETING AND REIMBURSEMENT

3.1 Maintenance Contractor's Compensation. Maintenance Contractor shall be entitled to reimbursement for all expenditures made hereunder and compensation for its services as set forth in the annual budget as defined in 3.2. Notwithstanding any other provision of this Agreement, such compensation shall include, and Lessor shall be obligated to pay Maintenance Contactor, reimbursement to Maintenance Contractor of all insurance premiums payable pursuant to Section 2.3(b) and all expenses incurred pursuant to Section 2.3(c). Notwithstanding any other provision of this Agreement, Maintenance Contractor shall have no obligation to perform any obligation hereunder if it has not been paid compensation as provided for herein. Without limiting the generality of the foregoing, Maintenance Contractor shall have no obligation to make any payment described in Sections 2.3(b) or 2.3(c) if it is not assured of reimbursement therefor. In any given lease year, Lessor will not be required to reimburse Maintenance Contractor for costs, including emergency expenditures as described in Section 3.5, if sufficient funds for such reimbursement are not available in either the Insurance and Maintenance Fund, or the Capital Replacement Reserve, as the case may be. Lessor shall take actions as described in this Article III, to include any valid and unreimbursed costs of the Maintenance Contractor in the subsequent year's budget.

3.2 Preparation of Budget. For each Term, commencing with the Term beginning on December 2, 2012, Maintenance Contractor shall, not later than sixty (60) days prior to the beginning of the Fiscal Year in which such Term commences, prepare a Budget for such Term (including a reasonable allowance for contingencies) (the "Budget"). The Budget shall set forth a detailed estimate of all costs to be incurred with respect to this Agreement and a schedule of cash advances to be made by Maintenance Contractor. The Budget shall also provide for up to $xxx,xxx in each year to be deposited to the Capital Replacement Reserve (the balance of which is not to exceed $x,xxx,xxx). In addition, the Budget shall provide for a $xx,000 allotment in each year for unscheduled repair's, including, for example, repairs needed as a result of vandalism. The Budget for the Initial Term has been approved by Maintenance Contractor, Lessor and Lessee and is attached hereto as Exhibit C.

3.3 Approval of Budget. Maintenance Contractor shall submit the proposed Budget to Lessor and Lessee for approval. Lessor and Lessee shall each be deemed to have approved the Budget unless, within 30 days after the date the proposed Budget is submitted, Lessor or Lessee provides to Maintenance Contractor with a written list of specific items in the proposed Budget to which such party objects together with its reasons for objecting. If either such party objects for any reason, including inability to pay any required Additional Rental in the amount budgeted for the Fiscal Year, Maintenance Contractor shall prepare and submit to Lessor and Lessee a revised Budget within 15 days of receipt of the objection. If Lessor, Lessee and Maintenance Contractor are unable to agree on the Budget for any year, the dispute shall be resolved as set forth on Exhibit B. Lessee's approval of a Budget shall constitute agreement to pay Additional Rental from Available Funds in such additional amount as shall be sufficient, together with the originally scheduled Additional Rental and available amounts on deposit in the Insurance and Maintenance Fund (or the Capital Replacement Reserve, as applicable) under the Trust Agreement to pay the amounts provided in such Budget; provided, however, that expenditures from the Capital Replacement Reserve shall be subject to Lessee approval (by written approval of the Superintendent of the Department of Education or another person designated in writing by the Superintendent). In the absence of an Event of Default under the Lease, Lessor's approval of Budgets shall be based solely on the sufficiency of amounts available under the Trust Agreement to pay the amounts provided in such Budget. When each annual Budget has been approved or deemed approved pursuant hereto, the Maintenance Contractor shall promptly submit a copy of the Budget to the Trustee.

3.4 Reduction of Services. If Lessor or Lessee objects to the proposed Budget because of an inability to pay for all budgeted services, Maintenance Contractor shall prepare a revised Budget in which total costs for the Fiscal Year do not exceed the $1,568,000 originally scheduled Additional Rental and available amounts on deposit in the Insurance and Maintenance Fund (or the Capital Replacement Reserve, as applicable) or such larger amount as shall be approved by the Lessor and Lessee. Maintenance Contractor shall consult with Lessee concerning which services, if any, to reduce or eliminate in the revised Budget. If this Section 3.4 is applicable due to an objection by Lessor or Lessee, Maintenance Contractor may provide in the revised Budget for the reduction or elimination of any of the services otherwise required to be provided by Maintenance Contractor under this Agreement. Maintenance Contractor shall submit a revised Budget to Lessor and Lessee within 10 days of the date Lessor or Lessee submits its objections to the proposed Budget. Unless Lessor or Lessee notifies Maintenance Contractor in writing that such party objects to the revised Budget within 10 days of the date the revised Budget is submitted, Lessor and Lessee each shall be deemed to have approved the revised Budget. If Lessor or Lessee objects to the revised Budget, then either Lessor or Lessee may terminate this Agreement with 30 days' written notice to the Maintenance Contractor and the Trustee. Any revised Budget approved or deemed approved pursuant hereto shall be submitted promptly in writing to the Trustee.

3.5 Operation within Budget. Operations shall be conducted, expenses shall be incurred and assets shall be acquired only pursuant to approved Budgets, provided, however, that in case of emergency, Maintenance Contractor may take any reasonable action it deems necessary to protect life, limb or property, to protect the Project or to comply with law or government regulation the noncompliance with which would have a material adverse effect on the Project or the parties hereto. Maintenance Contractor shall promptly notify Lessor and Lessee in writing of any such emergency expenditure, and Maintenance Contractor shall be reimbursed for such emergency expenditure, but only from amounts available for such purpose in the Insurance and Maintenance Fund or the Capital Replacement Reserve, as applicable. If the moneys in the Insurance and Maintenance Fund or the Capital Replacement Reserve, as applicable, shall be insufficient to cover such emergency expenditure,

Lessor shall request in writing that such amounts be paid to Lessor by Lessee from Available Funds as Additional Rentals pursuant to Section 4.01(c) of the Lease Agreement, and a copy of such request shall be provided to the Trustee. Notwithstanding any other provision of this Agreement, Maintenance Contractor shall have no obligation to perform any service that is not set forth in the approved Budget.

3.6 Budget Overruns; Program Changes. Upon the occurrence of unexpected events, Maintenance Contractor may, but shall not be required to unless it is assured of reimbursement, make such reasonable expenditures in excess of the adopted Budget as are necessary to carry out its duties hereunder. Maintenance Contractor shall submit any proposed material departure from an adopted Budget to Lessor and Lessee for approval. Lessor and Lessee shall each be deemed to have approved such departure from the adopted Budget unless within 10 days either Lessor or Lessee objects to the proposed change in writing to Maintenance Contractor. Maintenance Contractor shall not exceed an adopted Budget by more than 10%, unless directly caused by an emergency expenditure or unless authorized by Lessor and Lessee. Budget overruns of 10% or less shall be paid, but only from amounts available for such purpose in the Insurance and Maintenance Fund, or the Capital Replacement Reserve, as applicable. Any departure from the adopted Budget approved or deemed approved pursuant hereto shall be submitted promptly in writing to the Trustee.

3.7 Books. Maintenance Contractor shall keep and maintain separate records and accounts of all expenditures. Lessor, Lessee and Trustee may examine such records during normal business hours on reasonable notice. The Trustee shall have no duty to examine such records.

3.8 Right to Stop Performing Functions. Maintenance Contractor has the right to stop performing any of its obligations hereunder if Lessor fails to reimburse or pay Maintenance Contractor, or to cause Maintenance Contractor to be reimbursed or paid, in a timely fashion as provided in the approved Budget from resources made available under the Lease Agreement and the Trust Agreement. Maintenance Contractor may also cease, either temporarily or permanently, to perform its duties if Lessor or Lessee materially impairs Maintenance Contractor's ability to perform, or if such performance is impaired by government action, labor dispute, typhoon, earthquake, flood, or other natural disaster or other event of force majeure. Upon any such cessation of performance by Maintenance Contractor, Maintenance Contractor shall provide written notice to the Trustee, Lessor and Lessee.

3.9 Payment. At any time and from time to time, if amounts in the Insurance and Maintenance Fund, or the Capital Replacement Reserve, as applicable, are insufficient to satisfy the obligations of Lessor to fully pay amounts owed to Maintenance Contractor hereunder, Lessor shall request that such amounts be paid to Lessor by Lessee as Additional Rentals pursuant to Section 4.01(c) of the Lease Agreement. Notwithstanding any other provision of this Agreement, the parties hereby acknowledge and agree that no obligation assumed by or imposed upon the Maintenance Contractor hereunder shall require the performance of any act by the Maintenance Contractor except to the extent, if any, that the cost and expense of such performance can be paid from the accounts held for such purpose under the Trust Agreement.

ARTICLE IV

INSURANCE

4.1 General. During the term of this Agreement Maintenance Contractor shall, at Lessor's sole cost and expense, arrange for, obtain and maintain in full force and effect policies of insurance set forth in and as required by Section 7.01(b) of the Lease Agreement. All premiums for such insurance shall be paid by Lessor to the respective insurance companies

upon invoices submitted to the Lessor by the Maintenance Contractor, but only from amounts available for such purpose in the Insurance and Maintenance Fund at least 30 days in advance of the date they are due to the respective insurers. Maintenance Contractor shall give Lessor, Lessee and Trustee 30 days' written notice of any increase in any premium prior to the date Lessor must pay such premium. Lessee and Trustee (at the expense of Lessee) shall cooperate fully with Maintenance Contractor and provide such information and execute such documents as may be necessary or convenient in obtaining such insurance.

4.2 Deductibles and Co-Payments. In the event of the occurrence of any loss with respect to the Facility, the Sites or otherwise hereunder that is not fully insured, Lessor shall promptly, upon written demand by Maintenance Contractor to Lessor and Lessee with a copy to Trustee, pay or cause to be paid to Maintenance Contractor or any other proper payee any deductible or co-payment that is a prerequisite to the insurer's payment of the proceeds of the applicable insurance policy, but only from amounts available for such purpose in the Insurance and Maintenance Fund.

4.3 Damage and Reconstruction. In the event any Facility insured hereunder is damaged by fire or other casualty, the proceeds payable under the insurance policies shall be payable as provided in the Lease and the Trust Agreement. The Net Proceeds of fire and extended coverage insurance shall be deposited as provided in Article X of the Lease. After consultation with the Maintenance Contractor and the Lessee, Lessor shall instruct Maintenance Contractor as to the nature of the repair, reconstruction or replacement, if any, of damaged property, and Maintenance Contractor shall provide a proposed Budget for the requested repair, reconstruction or replacement using the procedure described in Section 3.4, with a copy to the Trustee.

ARTICLE V

MISCELLANEOUS

5.1 Breach. In the event of breach or threatened breach of this Agreement, any party may invoke the dispute settlement procedures set forth in Exhibit B. Except as otherwise provided herein, no party shall be relieved from its responsibilities hereunder unless the dispute resolution procedures are followed to their conclusion.

5.2 Enforcement Fees. If court proceedings are instituted in connection with the rights of enforcement and remedies provided in this Agreement, the prevailing party shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorneys' fees.

5.3 Limited Liability. Maintenance Contractor shall not be liable to any person for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice. Lessor shall indemnify, defend, release and hold harmless Maintenance Contractor from any loss, liability, claim or expense in such connection, but only from amounts available for such purpose in the Insurance and Maintenance Fund.

5.4 Amendment. This Agreement may only be amended, changed, modified, altered or terminated by an agreement in writing, signed by each of the Lessor, the Lessee, the Maintenance Contractor and the Trustee. The Trustee shall execute such agreement in writing only if there has been delivered to the Trustee an Opinion of Counsel addressed to the Trustee to the effect that such amendment, change, modification, alteration or termination (1) will not, in

and of itself, materially adversely affect the interests of the Holders, and (2) is authorized or permitted by this Trust Agreement and the Lease.

5.5 Partial Invalidity. The invalidity or unenforceability of any term or provision of this Agreement by the application of such term or provision to any person or circumstance shall not impair or affect the remainder of this Agreement, and its application to other persons and circumstances and the remaining terms and provisions hereof shall not be invalidated but shall remain in full force and effect.

5.6 Entire Agreement. This Agreement supersedes any and all prior agreements or understandings between the parties with respect to the subject matter of this Agreement.

5.7 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the Territory of Guam.

5.8 Successors and Assigns. This Agreement shall inure to the benefit of and be binding on the successors and permitted assigns of the parties hereto. Under the terms of the Lease, Lessor may assign this Agreement to Trustee on the Certificate Closing Date pursuant to that certain Assignment and Security Agreement, dated as of August 1, 2010, by and between Lessor and Trustee. Following such assignment, Lessor may not assign this Agreement without the prior written consent of Maintenance Contractor, which consent shall not be unreasonably withheld. Maintenance Contractor may not assign this Agreement except to an affiliate or with the prior written consent of Lessor and Lessee, which consent shall not be unreasonably withheld. Trustee may assign this Agreement to its successor or assign pursuant to the terms of the Trust Agreement. Lessor, Trustee and Maintenance Contractor shall provide the other parties hereto with written notice of any such assignment.

5.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

DRAFT

IN WITNESS WHEREOF, the Lessor, by its duly authorized representative, has executed this Insurance and Maintenance Agreement as of the date first above written.

LESSOR:

By: _____

IN WITNESS WHEREOF, the Lessee, by its duly authorized representative, has executed this Insurance and Maintenance Agreement as of the date first above written.

LESSEE:

DEPARTMENT OF EDUCATION,
GOVERNMENT OF GUAM

By: _____

APPROVED AS TO FORM

DRAFT

EXHIBIT A

Insurance and Maintenance Agreement

Dated as of _____, 2025

By and among

_____, Lessor

Department of Education, Government of Guam, Lessee,

Work Scope

	30 Year Maintenance Program		Type			
	Typical School Facility Components for Maintenance	Frequency	Janitorial	Preventive	Unscheduled	Capital
1	**Paving**					
1.1	Asphalt - repair/seal of cracks	As required			x	
1.2	Concrete Slabs on Grade and Elevated Slabs - repair cracks	As required			x	
2	**Structural**					
2.1	Structural Damage Assessments	As required			x	
2.2	Foundation Repairs	As required			x	
2.3	Repair of Structural Elements (incl. Crack Repairs)	As required			x	
2.4	Replacement of Structural Elements	As required			x	
2.5	Upgrading of Structural Elements	As required			x	
3	**Wall Systems**					
3.1	Doors including hardware	As required				x
3.2	Window Assemblies (including Aluminum Sash)	As required			x	x
3.3	Indoor Gym Bleachers that pull out from wall	As required		x		
3.4	Restroom Partitions (attached to wall)	As required			x	
4	**Floor Covering**					
4.1	Carpeting	Daily	x		x	x
4.2	Resilient Tile Flooring	Daily / Weekly	x		x	x
4.3	Sports Flooring	Daily / weekly	x		x	x
5	**Painting**					
5.1	Interior of classrooms, library, Offices, hallways, cafeteria, Restrooms, Gymnasium and Athletic Manager's Office, Covered Walkways, Laboratories and other Indoor and Outdoor Spaces	As required / 5-years			x	x
5.2	Touch-up painting of walls	Monthly	x			
5.3	Exterior masonry, metal surfaces and trim	As required / 5-years			x	x
6	**Roofing**					
6.1	Large Sections or Whole Buildings of Roofing Systems including Water and Thermal Proofing	As required / 5-years			x	x
6.2	Flashings, Gutters, and Downspouts	As required		x	x	
6.3	Ceiling Tiles	As required			x	
7	**Electrical**					
7.1	Main Electrical Riser, Connections and Conduits within the Boundaries	As required		x	x	
7.2	Panels and Boards	As required		x	x	
7.3	Signal Systems, including Fire Alarm System and Public Address	Per Mfr		x		
7.4	Main Power Distribution System	As required			x	
7.5	Interior and Exterior Power Distribution Systems	As required			x	
7.6	Interior and Exterior Ligthing Systems including Interior and Exterior Incandescent and Flourecent Lighting and Fixtures	Monthly	x	x		
7.7	Equipment Connections	As required			x	
7.8	Condits, Consductors and Cables	As required			x	
7.9	Preventive Maintenance and Repair of Stand By Generator and Transfer Switch	Per Mfr		x		

30 Year Maintenance Program			Type			
	Typical School Facility Components for Maintenance	Frequency	Janitorial	Preventive	Unschedule	Capital
8	**Plumbing**					
8.1	Main Water Supply Pipe Connections and Piping Within Boundaries	As required			x	
8.2	UndergroundWater Distribution Systems	As required			x	
8.3	Sewer piping, manholes within boundaries	As required			x	
8.4	Interior Water Supply	As required			x	
8.5	Interior and Exterior Plumbing, Connections, Piping and Fixtures, including	As required / Per Mfr		x	x	x
9	**Air Conditioning/Ventilation/Heating**					
9.1	Air Conditioning Systems					
9.1.1	1.a Central Syatems	wk, mo, qrtr, 5-yr	x	x		x
9.1.2	1.b Individual Units	wk, mo, qrtr, 5-yr	x	x		x
9.2	2. Ventilation Systems					
9.2.1	2.a Toilet and Bath Fan Exhaust Systems	wk, mo, qrtr, 5-yr	x	x		x
9.2.2	2.b Cafeteria and Kitchen Fan Exhaust Systems	wk, mo, qrtr, 5-yr	x	x		x
9.1.3	2.c Construction and Automotive Workshops Fume Exhaust Systems	wk, mo, qrtr, 5-yr	x	x		x
10	**Fire Protection System**					
10.1	Testing and Certifying of Fire Protection System	Annualy		x		
10.2	Maintenance of Fire Protection Riser and System	As required			x	
10.3	Maintenance of Fire Alarm System	see Section 7				
10.4	Testing and Certifying of Kitchen Fire Protection System				x	
10.5	Certification and Replacement of Fire Extiguishers	Annualy/As Required		x	x	x
11	**Kitchen Equipment**					
11.1	Kitchen Equipment Maintenance	Weekly/As Required			x	x
12	**Telecom and Internet**					
12.1	Telecommunication Conduits / wiring	As Required			x	
12.2	Public Address	Per Mfr		x		
13	**Landscaping and Lawns**					
13.1	Grass cutting and maintain all grounds including football field	Bi-weekly	x			
13.2	Walkway edging	Bi-weekly	x			
13.3	Tree Trimming / Hedging	Monthly	x			
13.4	Provide and maintain Necessary Lawn Care Equipment (1- Riding Mower, 4-Bush cutters, 2-push Mowers)	As Required		x		x
14	**Custodial and Waste Collection**					
14.1	Garbage collection from classrooms, offices, restrooms and other building areas	Daily	x			
14.2	Site cleanup (hallways, walkways, parking lots, etc)	Daily	x			
14.3	Waste removal by commercial hauler	5 x weekly	x			
14.4	Classroom Floor polishing / waxing / sealing	Bi-Quarterly	x			
14.5	Restroom cleaning (Sweeping, mopping, wipedown of surfaces, Supply and replenishment of Paper Products, Soap)	Daily	x			
14.6	Restroom flushing and rinsing	Daily	x			
14.7	Classroom cleaning (Sweeping, mopping, wipedown of Student Desks, Cleaning of White boards	Daily	x			
14.8	Cleaning of Windows and doors interior and exterior	Daily	x			
14.9	Flushing exterior walkways / pressure washing	Bi-weekly / Quarterly	x			
15	**Pest Control**					
15.1	Spraying for control of pests(Ants, Cockroaches and Rats)	As Required	x			
15.2	Control of Termites	As Required	x			x
16	**Elevator Maintenance**					
16.1	Certificaiton	annualy		x		x
17	**Campus Security**					
17.1	On Site Secrity (See Appendix "A")	As Required	x			

EXHIBIT B

Procedures for Settling Disputes

TO THE EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CHAPTER 6 OF TILE 5 OF THE GUAM CODE ANNOTATED, IN ANY CASE IN WHICH THERE IS A DISPUTE BETWEEN THE PARTIES HERETO WITH RESPECT TO MATTERS UNDER THIS AGREEMENT, THE PROCEDURE FOR RESOLUTION OF THAT DISPUTE SHALL BE AS FOLLOWS:

THE AGGRIEVED PARTY OR PARTIES SHALL NOTIFY THE OTHER PARTY OR PARTIES OF THE GRIEVANCE IN WRITING. WHEN SUCH A NOTICE IS RECEIVED BY A PARTY, SUCH PARTY SHALL PROMPTLY INVESTIGATE, INSPECT, MEET, DISCUSS OR TAKE SUCH OTHER ACTION AS IS REASONABLY APPROPRIATE UNDER THE CIRCUMSTANCES TO ATTEMPT TO RESOLVE THE DISPUTE IN GOOD FAITH. APPROPRIATE ACTION SHALL INCLUDE, WITHOUT LIMITATION, PROMPT COMMUNICATION WITH AGGRIEVED PARTY OR PARTIES, AND A PROPOSED COURSE OF ACTION TO RESOLVE THE PROBLEM. IF THE PARTIES ARE UNABLE TO RESOLVE THE PROBLEM WITHIN A REASONABLE PERIOD (NOT TO EXCEED THIRTY (30) DAYS AFTER THE NOTICE OF DISPUTE), THE MATTER SHALL BE SUBMITTED TO BINDING ARBITRATION.

ANY DISPUTE SUBMITTED TO ARBITRATION SHALL BE SETTLED BY ARBITRATION AT A MUTUALLY CONVENIENT LOCATION IN THE CITY OF HAGATNA, GUAM, DESIGNATED BY THE ARBITRATOR, BEFORE A SINGLE ARBITRATOR IN ACCORDANCE WITH THE ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGEMENT UPON THE AWARD RENDERED IN SUCH ARBITRATION MAYBE ENTERED IN ANY COURT HAVING JURISDICTION. WHEN RESOLVING A DISPUTE, THE ARBITRATOR SHALL APPLY PERTINENT PROVISIONS OF THE AGREEMENT AND THE LAWS OF GUAM AND SHALL GIVE EFFECT TO STATUTES OF LIMITATIONS IN DETERMINING ANY CLAIM.

ANY ARBITRATOR DESIGNATED SHALL HAVE NOT LESS THAN TEN (10) YEARS EXPERIENCE IN LEGAL MATTERS PERTAINING TO THE INTERPRETATION AND IMPLEMENTATION OF THE LAWS OF GUAM RELATING TO COMMERCIAL REAL ESTATE TRANSACTIONS. DISCOVERY REQUESTS SHALL BE DETERMINED BY THE ARBITRATOR IN LIGHT OF THE PARTIES' DESIRE TO PROCEED INFORMALLY, AT MINIMAL EXPENSE.

ANY AND ALL FEES AND EXPENSES INCURRED BY THE PREVAILING PARTY IN THE ARBITRATION AS DETERMINED BY THE ARBITRATOR, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND COSTS, SHALL BE PAID BY THE NON-PREVAILING PARTY. THE PREVAILING PARTY SHALL BE DETERMINED BY THE ARBITRATOR, BASED UPON AN ASSESSMENT OF WHICH PARTY'S MAJOR ARGUMENTS MADE OR POSITIONS TAKEN IN THE PROCEEDINGS COULD FAIRLY BE SAID TO HAVE PREVAILED OVER THE OTHER PARTY'S MAJOR ARGUMENTS OR POSITIONS ON MAJOR DISPUTED ISSUES IN THE ARBITRATOR'S DECISION. IF THE PARTY, WHICH SHALL HAVE COMMENCED OR INSTITUTED THE ACTION, SUIT, OR PROCEEDING SHALL DISMISS OR DISCONTINUE IT WITHOUT

THE CONCURRENCE OF THE OTHER PARTY, SUCH OTHER PARTY SHALL BE DEEMED THE PREVAILING PARTY. AS USED IN THIS AGREEMENT, THE TERM "ATTORNEY'S FEED" INCLUDES, WITHOUT LIMITATION, ALL ATTORNEY'S AND PARALEGALS' FEES AND EXPENSES INCURRED IN CONNECTION WITH THE DISPUTE WHICH IS THE SUBJECT OF THE ARBITRATION PROCEEDING, INCLUDING, ATTEMPTING TO RESOLVE THE DISPUTE WITHOUT ARBITRATION, PREPARING FOR THE ARBITRATION, CONDUCTING THE ARBITRATION AND DEFENDING ANY REVIEW OF THE ARBITRATOR'S DECISION.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT ANY PARTY TO THIS AGREEMENT MAY INITIATE AND MAINTAIN AN ACTION FOR JUDICIAL RELIEF FOR THE PURPOSE OF SEEKING A PROVISIONAL OR ANCILLARY REMEDY OR CLEARING TITLE TO ANY PARCEL OF ANY NOTICE OF LIS PENDENS OR O"FHER ENCUMBRANCE UPON TITLE.

NOTICE: BY EXECUTING THIS AGREEMENT, EACH PARTY HERETO IS AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THIS ARBITRATION OF DISPUTES PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY GUAM LAW AND IS GIVING UP ANY RIGHTS SUCH PARTY MAY POSSESS TO HAVE THE DISPUTE LITIGATED IN COURT AND BY JURY TRIAL, AND ANY OTHER RIGHTS TO DISCOVERY AND APPEAL. IF AN PARTY REFUSES TO SUBMIT TO ARDITRATION, SUCH PARTY MAY, TO THE EXTENT PERMITTED BY LAW, BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF APPLICABLE GUAM

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End of Exhibit

Gmail

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

SSHS Meeting - Finance Team re DRAFT documents

Tina Garcia <cgarcia@investguam.com> Wed, Jan 8, 2025 at 12:04 PM
To: Lester Carlson <lester.carlson@bbmr.guam.gov>, Edward Birn <edward.birn@doa.guam.gov>, Vincent Arriola <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, Glenn Leon Guerrero <gguerrero@ssfm.com>, "K. Erik Swanson PhD" <keswanson@gdoe.net>, Melanie Mendiola <mel.mendiola@investguam.com>, Carlos Bordallo <carlos.bordallo@investguam.com>, "Joseph W Duenas, ENV SP" <jduenas@ssfm.com>
Cc: John San Nicolas <jsannicolas@investguam.com>, Angelene Rios <angelene.rios@investguam.com>, Celia Anderson <celia.anderson@investguam.com>, Donna Herrero <donna.herrero@dpw.guam.gov>, Connie Garrido <cgarrido@ssfm.com>, "John Y. Wang" <jwang@orrick.com>, Frank Perdue-Rossi <perdue@montaguederose.com>

Hafa Adai all!

Attached please find the latest version of the Financing Section and the Score sheet reflecting comments from our Financial Advisor and Bond Counsel.

We will have copies available at the 2pm meeting today,

Senseremente,
Tina
[Quoted text hidden]

3 attachments

Lease Financing Evaluation_1082025.docx
39K

SSHS RFP - comments to FINANCIAL PORTION OF SSHS _010825.docx
44K

JFK Insurance and Maintenance Agreement 2010.pdf
1161K



EVALUATION FORM

Project Name:

Project No.:

Consultant Name: _____

Name of Evaluator "A": _____

Department: _____ Section: _____

Municipal Leasing and Financing Proposal, Part I				
Item No.	Evaluation Criteria	Percentage %	Grade Points	Remarks
a.	Term Sheet to include all interest charges, fee and expenses	10		
b.	Responsiveness of proposal.	5		
c.	Ability of Lessor to lease to Lessee the facilities described in the Technical Specification, Part II of the RFP.	15		
d.	Ability of Lessor to structure municipal leases from $50,000,000.00 to over $300,000,000.00. Please provide examples of the leases financed.	10		
e.	Ability of Lessor to offer suggestions on various arrangements for services and maintenance contracts in support of the upkeep and service of the lease facility. Please provide detail on suggested payment arrangement scenario.	10		
f.	Ability of Lessor to allow the purchase of the leased school facility by Lessee at any time during the lease period. Please provide detail on pre-payment arrangement scenario.	2.5		
g	Ability of Lessor to allow Lessee to cancel the lease obligation, without penalty, at the end of the current fiscal year in which appropriations were last budgeted, or otherwise made legally	5		

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Item No.	Evaluation Criteria	Percentage %	Grade Points	Remarks
j.	Company's Experience: Company history, organization and experience in municipal leasing, design, construction, maintenance as per required in the RFP.	15		
k.	Resources and Availability: Architectural-Engineering designers, consultant, construction managers, contractors, subcontracts, quantity of personnel, equipments that will be assigned to projects as per required in the RFP.	15		
Total percentage/points for the Technical Specifications, Part II				
Total percentage/points for the Municipal Leasing and Financing, Part I and Technical Specifications, Part II				

Note: If necessary, those firms placed on a "short list" after review of technical, management, financial background and references, shall be personally interviewed. At this time each proponent shall be expected to introduce each Project Manager and Technical Manager proposed for the project. The Project Manager shall verbally review their technical plans and strategy for completing the work proposed.

_____

Evaluator "A" Signature Date

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	available, in the event budgetary funds become unavailable in future years.(Event of non appropriation). Non-Appropriation Clause (defined): In the event that sufficient funds (a) are not appropriated by the governing body of the Government Body prior to the beginning of any Renewal Term for the payment of the Base Rentals on the Base Rental Payment Dates and reasonably estimated Additional Rentals payable during such Renewal Term, or (b) are otherwise not legally available for such purpose, then an Event of Non-appropriation shall be deemed to have occurred. If an Event of Non-appropriation shall occur, the Government Body shall not be obligated to make payment of the Base Rentals or Additional Rentals provided for herein beyond the last day of the Renewal Term during which such Event of non-appropriation occurs, except for the Government Body's obligation to pay Rentals which are payable prior to the termination of the Lease.			
h	Ability of Lessor to provide 100% financing for the facility, including design, construction, maintenance and other related costs to complete the projects as per required in the RFP. Please provide examples of experience involved in similar financing.	10		
i	Ability of Lessor to develop a payment schedule that can be structured on an annual basis. Please provide example of payment scenario.	2.5		
Total percentage points for the Municipal Leasing and Financing, Part I				

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Technical Specifications, Part II

DRAFT comments
01/08/25

FINANCIAL PORTION OF SSHS

I. FINANCIAL DESCRIPTION

LEASEBACK

Leaseback agreement. The Government of Guam, through the Guam Department of Education, as Lessor, shall enter into a leaseback agreement which the Government of Guam shall lease the Simon Sanchez High School property for a period of no more than thirty (30) years from the scheduled date of completion of the school at a cost of one dollar ($1) per year and Lessee shall lease back said property to the Government of Guam at the lease payment offered and accepted through this IFB for use as an educational facility.

Pursuant to 5 GCA §58D103(b), at the expiration of the lease-back period, the government of Guam property and the education facility that is renovated or constructed on the government of Guam property will revert to the government of Guam with no further obligations to the Contractor/Bidder.

Pursuant to 5 GCA §58D108, the purpose of the leaseback and financing is to ensure the Government of Guam pays the lowest possible interest rate so that the cost to the Government of Guam of financing the design, renovation or construction of an education facility, amortized through the lease-back payments from the government of Guam to the Contractor/Bidder will be lower than regular commercial rates.

Key Lease Terms. The Government of Guam through the Guam Department of Education shall pay the Lessor, on an annual basis for all lease payments due in accordance with the terms of the contract, which may include any payments to GEDA or the Bidder due under the contract, and in accordance with applicable laws. Such portions of lease payments or forms of payments owed to the Bidder under the contract may be assigned by the Lessor.

All payments shall be made in accordance with Chapter 58D of Title 5 of the Guam Code Annotated. The Lessor shall submit one (1) annual invoice in **original** form, for lease payments due as well as for base rentals to cover the cost of annual insurance and maintenance costs.

Non-Appropriation Clause: In event that sufficient funds (a) are not appropriated by the Government prior to the beginning of any Renewal Term for the payment of the Base Rentals on the Base Rental Payment Dates and reasonably estimated Additional Rental Payment Dates and reasonably estimated Additional Rentals payable during such Renewal Term, or (b) are otherwise not legally available for such purpose, then an Event of Non-Appropriation shall be deemed to have occurred.

If an Event of Non-Appropriation has occurred, the Government shall not be obligated to make payment of the Base Rentals or Additional Rentals provided for in the lease beyond the last day of the Renewal Term during which such Event of Non-Appropriation occurs.

If the Government fails to perform as Lessee under the lease or fails to appropriate lease payments, 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. However, once the term of the ground lease expires, the Government is entitled to repossession of the site together with all improvements on the site free and clear of any interest.

If the Government loses the use of the leased facility under certain circumstances, lease payments will be made only during the times GDOE has full use of the leased facility. This could result in partial lease payments for the entire contract period.

Bidder must be able to provide capital maintenance for the new Simon Sanchez High School and must also provide typhoon, fire, earthquake and vandalism insurance similar to the schedule as defined in the attached 2010 JFK Insurance and Maintenance Agreement.

Bidder must obtain all required property, liability and workmen's compensation insurance.

FINANCE

Bidder must be able to fully finance the construction of the new Simon Sanchez High School. Bidder will work with the Guam Economic Development Authority (GEDA) to finance the construction of a new Simon Sanchez High School on the most favorable terms available to the Government.

Supplemental Information

i. Pursuant to §58D108 of Title 5 of the Guam Code Annotated, I *Liheslaturan Guahan* authorized GDOE to lease the school property to a contractor, the financing of which shall not exceed One Hundred Sixty-Six Million Three Hundred Sixty-Five Thousand Dollars ($166,365,000), for one or more of the following purposes: (1) financing the design, renovation or construction, and maintenance of an education facility, (2) financing any capitalized interest relating to the bonds, (3) funding a reserve fund with respect to the bonds, and (4) paying expenses relating to the authorization, sale and issuance of the bonds, including without limitation, printing costs, costs of reproducing documents, credit enhancement fees, underwriting, legal, feasibility, financial advisory and accounting fees and charges, fees paid to banks or other financial institutions providing credit enhancement, costs of credit ratings and other costs, charges and fees in connection with the issuance, sale and delivery of the bonds, subject to the following additional conditions:

   i.) The terms and conditions of the bonds shall be as determined by *I Maga'hagan Guahan* by the execution of a certificate or indenture authorizing the issuance of the bonds; provided, however, that the bonds are expected to mature not later than thirty (30) years after their date of issuance, shall bear interest at such rates and be sold for such price or prices as shall result in a yield to the bondholders that does not exceed eight and one-half percent (8.50%) per annum;

   ii.) Any such pledge or reservation authorized under the indenture or similar instrument shall be valid and binding from the time the pledge or reservation is made; and

   iii.) The bonds will not be "public indebtedness" as that term is defined in 48 USC §1423(a), §11 of the Organic Act of Guam.

ii. Rental Payments from Lawfully Available Moneys

   i.) Rental payments under the lease and the lease-back, as well as funding required to support the activities set forth in Title 5 GCA Chapter 58D, may be reserved and payable from any lawfully available moneys of the government of Guam, and may be secured by a pledge or other reservation of such moneys on an annual basis.

   ii.) Any such pledge or reservation so authorized shall be valid and binding from the time the pledge or reservation is made, and shall be limited to the sum of Sixteen Million Three Hundred Seventy-Seven Thousand One Hundred Twenty-Five Dollars ($16,377,125) per year during the pre-development, construction, and lease-back period.

II. FINANCIAL EVALUATION PORTION

GDOE shall award this lease-back contract as a result of this RFP based upon a responsive offer submitted by prequalified responsible offeror (bidder) whose offer results in the lowest annual aggregate leaseback payment, inclusive of finance and capital maintenance cost, to the government of Guam for a fixed thirty (30) year term. *See* 5 GCA §58D.

GDOE intends to award the project to the bidder submitting the lowest, most responsive and responsibly priced bid. The price(s) for the proposed project shall be provided in the Bid Form and sealed in a separate envelope that is clearly marked "**Priced Bid**."

Only bidders with **acceptable** unpriced technical offers will have their Priced Bids evaluated. ✓

The following outlines the requirements for priced bid submittals:

Bidders must organize their submittal into the sections delineated below, with tabs separating each section. Upon a determination that Bidder meets the requirements for inclusion on the Qualified Bidders List, only then shall all Bidders priced submittals be opened.

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that submittals be organized in the following manner:

a. General Information:
   - Bidder shall work with Guam Economic Development Authority (GEDA) to finance the construction of the new Simon Sanchez High School and to provide the necessary collateral equipment for the school.
   - Bidder must be able to construct the new Simon Sanchez High School based on the design completed by TRMA and approved by GDOE within a period not to exceed seven-hundred thirty (730) days from date of notice to proceed.
   - Bidder must be able to provide insurance, basic maintenance and capital maintenance for the school for the duration of the lease agreement, subject to funding by annual legislative appropriation.
   - Priced Bids must be submitted in a sealed envelope labeled "SEALED BID".

b. Bidder shall submit the following:

   - Examples of its experience in a municipal lease back project
   - Narrative description of the approach for constructing the project, including a work plan to sequence construction work to avoid closure of the existing campus, double session, and utility service disruption. Plan must insure that GDOE is able to fulfill its instructional day mandate as set forth in Public Law 28-45.
   - Narrative description of the work plan for operating and maintaining the facility throughout the duration of the leaseback agreement.
   - Narrative description of the approach for financing the project, including construction and term financing to include the project's projected financial structure, expected source of debt and equity financing, and estimated capital cost.
   - Narrative description outlining the method of operation, operational structure, and services to be provided by the Bidder to finance and operate the lease.
   - Term Sheet to include all interest charges, fees, expenses and conditions.
   - Description of estimated time line for the issuance of this lease and Bidder's ability to

conduct transaction in a timely matter. Please feel free to outline certain variables that may have an impact on this financing

- Bid Bond. A bid bond in the amount of not less than fifteen percent (15%) of the bidder's total bid price must be included with the sealed priced bid. The Bid Bond shall be enclosed in the SEALED BID envelope and will be considered as a companion document to the SEALED BID.

III. FINANCING SCOPE OF WORK

As the Guam Economic Development Authority ("GEDA") serves as the central financial manager and consultant for the Government of Guam ("Government") and those agencies or instrumentalities of the Government requiring financial guidance and assistance, GEDA is required to participate in any and all market related activities. The Bidder shall work with the GEDA during the finance phase of this procurement to provide funds for the design (including architectural and engineering), renovation or construction of Simon Sanchez High School and to provide furniture and equipment. Any fees or expenses incurred by GEDA during this phase shall be covered by the financing.

The Bidder must also be able to provide capital maintenance and insurance for the school as a result of this IFB for the duration of the lease agreement. Funding shall be by annual legislative appropriation. The Bidder shall be evaluated on the following:

a. Responsiveness of bid
b. Ability of Bidder to offer suggestions on various arrangements for service and maintenance contracts in support of the upkeep and service of the leased facility. Please provide detail on suggested payment arrangements.
c. Ability of Bidder to allow the purchase of the leased school facility by Lessee at any time during the lease period. Please provide detail on pre-payment arrangement scenario.
d. Non-Appropriation Clause (defined): In event that sufficient funds (a) are not appropriated by the governing body of the Government Body prior to the beginning of any Renewal Term for the payment of the Base Rentals on the Base Rental Payment Dates and reasonably estimated Additional Rentals payable during such Renewal Term, or (b) are otherwise not legally available for such purpose, then an Event of Non-appropriation shall be deemed to have occurred. If an Event of Non-appropriation shall occur, the Government Body shall not be obligated to make payment of the Base Rentals or Additional Rental's provided for herein beyond the last day of the Renewal Term during which such Event of non-appropriation occurs, except for the Government Body's obligation to pay Rentals which are payable prior to the termination of the Lease.

FINANCING BIDDER QUALIFICATION

Bidder shall be a Developer, Contractor or Finance Company who may be subject to Guam Licensing Laws, however, must be licensed to do business within Guam prior to the submission of proposal.

a. Bidder must have and be willing to commit sufficient staff, resources, and capital to finance, develop, perform and deliver the services required by this IFB, in accordance with the terms and conditions specified herein.

b. Bidder must have knowledge in the municipal leaseback business. Examples should be provided or proposal to complete this financing.

c. Bidder must have knowledge in managing municipal leases for schools or related public and private buildings. Examples should be provided or a detailed proposal be provided to

manage this project.

d. The following minimum criteria shall be met:

1. Bidder shall be a Developer, Contractor or Finance Company who may be subject to Guam Licensing Laws, however, must be licensed to do business within Guam prior to the submission of proposal.

2. Bidder must have and be willing to commit sufficient staff, resources, and capital to finance, develop, perform and deliver the services required by this IFB, in accordance with the terms and conditions specified herein.

3. Bidder must have knowledge in the municipal leaseback business. Examples should be provided or proposal to complete this financing.

4. Bidder must have knowledge in managing municipal leases for schools or related public and private buildings. Examples should be provided or a detailed proposal be provided to manage this project.

PLEDGED GENERAL FUND REVENUES

Rental payments under the lease and the lease-back may be secured by pledge or other reservation of revenues payable from any lawfully available monies of the government of Guam, and may be secured by a pledge or other reservation of such monies on an annual basis.

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INSURANCE AND MAINTENANCE AGREEMENT

dated as of August 1, 2010,

by and among

CAPFA CAPITAL CORP. 2010A
a Florida not-for-profit corporation,
Lessor,

DEPARTMENT OF EDUCATION, GOVERNMENT OF GUAM,
Lessee,

INTERNATIONAL BRIDGE CORPORATION
an Ohio corporation,
Maintenance Contractor,

and

U.S. BANK NATIONAL ASSOCIATION,
Trustee

TABLE OF CONTENTS

		Page
ARTICLE I	DEFINITIONS; TERM	1
1.1	Definitions	1
1.2	Term of Agreement	1
ARTICLE II	DELEGATION OF INSURANCE AND MAINTENANCE RESPONSIBILITIES	2
2.1	Delegation	2
2.2	Powers of Maintenance Contractor	2
2.3	Obligations of Maintenance Contractor	3
2.4	Governmental Successor	3
ARTICLE III	MAINTENANCE CONTRACTOR'S COMPENSATION, BUDGETING AND REIMBURSEMENT	3
3.1	Maintenance Contractor's Compensation	3
3.2	Preparation of Budget	3
3.3	Approval of Budget	4
3.4	Reduction of Services	4
3.5	Operation within Budget	4
3.6	Budget Overruns; Program Changes	5
3.7	Books	5
3.8	Right to Stop Performing Functions	5
3.9	Payment	5
ARTICLE IV	INSURANCE	6
4.1	General	6
4.2	Deductibles and Co-Payments	6
4.3	Damage and Reconstruction	6
ARTICLE V	MISCELLANEOUS	6
5.1	Breach	6
5.2	Enforcement Fees	7
5.3	Limited Liability	7
5.4	Amendment	7
5.5	Partial Invalidity	7
5.6	Entire Agreement	7

TABLE OF CONTENTS
(continued)

Page

5.7 Applicable Law 7
5.8 Successors and Assigns 7

THIS INSURANCE AND MAINTENANCE AGREEMENT (this "Agreement") is entered into as of this first day of August, 2010, by and among CAPFA CAPITAL CORP. 2010A ("Lessor"), the DEPARTMENT OF EDUCATION, GOVERNMENT OF GUAM ("Lessee"), INTERNATIONAL BRIDGE CORPORATION, as initial maintenance contractor ("Maintenance Contractor"), and U.S. BANK NATIONAL ASSOCIATION, as trustee pursuant to the Trust Agreement (as defined herein) (the "Trustee").

WITNESSETH:

WHEREAS, Lessor and Lessee have entered into a Lease Agreement, dated as of August 1, 2010 (the "Lease Agreement");

WHEREAS, pursuant to the Lease, Lessor will construct a high school (the "Facility") and lease the Facility to Lessee;

WHEREAS, under the Lease Agreement, Lessor has undertaken certain obligations with respect to the insurance and capital maintenance of the Facility, and Lessor and Lessee wish to contract with Maintenance Contractor to fully perform such obligations;

WHEREAS, Maintenance Contractor, in consideration of the compensation herein provided, is prepared to perform the required services and fully and timely perform and discharge such obligations;

WHEREAS, this Agreement, together with the Project Development Agreement, dated as of August 1, 2010, by and between Lessor and International Bridge Corporation, as developer, constitutes the "Contract" as that term is defined in Chapter 58A of Title 5 of the Guam Code Annotated; and

WHEREAS, Lessee has agreed to make annual rental payments to Lessor, and Lessor has assigned these payments to the Trustee, as Trustee under the Trust Agreement, dated as of August 1, 2010 (the "Trust Agreement"), by and between Lessor and Trustee, pursuant to which the Trustee has executed and delivered the CaPFA Capital Corp. 2010A Certificates of Participation (Department of Education--John F. Kennedy High School Project), Series 2010A (the "Certificates") in order to finance the Facility;

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS; TERM

1.1 Definitions. All capitalized terms used and not defined herein shall have the meaning ascribed thereto in the Lease Agreement.

1.2 Term of Agreement. The rights and duties of Maintenance Contractor under this Agreement shall commence upon the issuance by the Department of the certificate of occupancy with respect to the Facility, and shall end upon the expiration or termination of the Lease Agreement. The obligations of Lessor to make the payments and reimbursements set forth

herein begin when the rights and duties of Maintenance Contractor begin, but will survive the termination of the Lease Agreement, provided that no additional charges will accrue hereunder (other than interest and, if applicable, default and collection fees) after the termination of the Lease Agreement.

ARTICLE II

DELEGATION OF INSURANCE AND CAPITAL MAINTENANCE RESPONSIBILITIES

2.1 Delegation. Lessor hereby delegates to Maintenance Contractor its duties to provide for the capital maintenance and insurance of the Site and the Facility and the payment of taxes with respect thereto, pursuant to Articles VI, VII and VIII of the Lease Agreement to the extent herein provided. Lessee hereby consents to such delegation. In consideration of the payments and reimbursements herein provided, Maintenance Contractor hereby accepts such delegation.

2.2 Powers of Maintenance Contractor. Maintenance Contractor shall have all the powers necessary to carry out its duties and responsibilities under this Agreement, including but not limited to the following:

(a) To engage the services of contractors or other employees or agents and to pay to said persons a reasonable compensation therefor.

(b) To insure, repair, perform capital maintenance on, and otherwise deal in and with, real and personal property of every kind and character that was constructed or installed by Lessor, located on the Site or used in connection with the Facility in accordance with the Scope of Work in Exhibit A.

(c) To deal in and with the Facility including but not limited to buildings and other structures; classrooms; gymnasiums; tennis, volleyball and basketball courts; soccer, softball, baseball and football fields; playgrounds and other athletic facilities; cafeterias; offices; language laboratories; scientific laboratories, equipment and safety devices; conference rooms; roads, walkways, streets, and pedestrian paths; parks, open spaces, gardens, common areas and public areas; amphitheaters and other public entertainment areas; utility lines and systems; outdoor lighting systems; landscaping, including without limitation plants, trees, shrubs, and grass; and such improvements and equipment as may be appropriate for use in connection with Maintenance Contractor's duties under this Agreement.

(d) Subject to applicable law, to delegate by written agreement to one or more contractors any or all of Maintenance Contractor's powers, duties and responsibilities referred to in this Agreement, provided, that no such delegation shall relieve Maintenance Contractor of its duties and responsibilities hereunder.

(e) To pay all costs imposed by, associated with, or incurred as a result of federal or Guam laws, rules, or regulations, including without limitation taxes (if any), costs of studies, consultants' fees and costs, and performance costs.

(f) To do everything necessary, suitable, convenient, or desirable for the accomplishment of any of the purposes, the attainment of any of the objects, or the furtherance of any of the powers set forth in this Agreement, either alone or in connection with other corporations, firms, or individuals, and either as principal or agent, and to do every act or thing incidental or appurtenant to, or growing out of, or connected with any of the aforesaid objects, purposes, or powers.

2.3 Obligations of Maintenance Contractor. To fulfill the duties accepted by it pursuant to Section 2.1, Maintenance Contractor shall:

(a) from and after the issuance of an occupancy permit for the Facility, provide for the capital maintenance, repair, and replacement of the Facility as set forth in the Scope of Work attached hereto as Exhibit A;

(b) from and after the issuance of an occupancy permit for the Facility, obtain insurance for the Facility of the type and in the coverage amounts set forth in Section 7.01(b) of the Lease Agreement and Article IV;

(c) rebuild and repair the Facility following damage or destruction thereof or a permanent taking by the power of, or a power in the nature of, eminent domain or by an action or deed in lieu of condemnation, as set forth in Article IV; and

(d) prepare, adopt, amend and disseminate Budgets from time to time as set forth in Article III.

Maintenance Contractor shall not be obligated to provide routine maintenance, security services, custodial services, waste collection, or landscaping services to the Site.

2.4 Governmental Successor. Maintenance Contractor may, in its discretion, turn over any of its powers and duties hereunder to a governmental entity that is willing to accept and assume the same under the terms and conditions of this Agreement; provided that Maintenance Contractor shall provide Trustee with written notice of such successor.

ARTICLE III

MAINTENANCE CONTRACTOR'S COMPENSATION, BUDGETING AND REIMBURSEMENT

3.1 Maintenance Contractor's Compensation. Maintenance Contractor shall be entitled to reimbursement for all expenditures made hereunder and compensation for its services as set forth in the annual budget as defined in 3.2. Notwithstanding any other provision of this Agreement, such compensation shall include, and Lessor shall be obligated to pay Maintenance Contractor, reimbursement to Maintenance Contractor of all insurance premiums payable pursuant to Section 2.3(b) and all expenses incurred pursuant to Section 2.3(c). Notwithstanding any other provision of this Agreement, Maintenance Contractor shall have no obligation to perform any obligation hereunder if it has not been paid compensation as provided for herein. Without limiting the generality of the foregoing, Maintenance Contractor shall have no obligation to make any payment described in Sections 2.3(b) or 2.3(c) if it is not assured of

reimbursement therefor. In any given lease year, Lessor will not be required to reimburse Maintenance Contractor for costs, including emergency expenditures as described in Section 3.5, if sufficient funds for such reimbursement are not available in either the Insurance and Maintenance Fund, or the Capital Replacement Reserve, as the case may be. Lessor shall take actions as described in this Article III, to include any valid and unreimbursed costs of the Maintenance Contractor in the subsequent year's budget.

3.2 Preparation of Budget. For each Term, commencing with the Term beginning on December 2, 2012, Maintenance Contractor shall, not later than sixty (60) days prior to the beginning of the Fiscal Year in which such Term commences, prepare a Budget for such Term (including a reasonable allowance for contingencies) (the "Budget"). The Budget shall set forth a detailed estimate of all costs to be incurred with respect to this Agreement and a schedule of cash advances to be made by Maintenance Contractor. The Budget shall also provide for up to $389,500 in each year to be deposited to the Capital Replacement Reserve (the balance of which is not to exceed $1,947,000). In addition, the Budget shall provide for a $60,000 allotment in each year for unscheduled repairs, including, for example, repairs needed as a result of vandalism. The Budget for the Initial Term has been approved by Maintenance Contractor, Lessor and Lessee and is attached hereto as Exhibit C.

3.3 Approval of Budget. Maintenance Contractor shall submit the proposed Budget to Lessor and Lessee for approval. Lessor and Lessee shall each be deemed to have approved the Budget unless, within 30 days after the date the proposed Budget is submitted, Lessor or Lessee provides to Maintenance Contractor with a written list of specific items in the proposed Budget to which such party objects together with its reasons for objecting. If either such party objects for any reason, including inability to pay any required Additional Rental in the amount budgeted for the Fiscal Year, Maintenance Contractor shall prepare and submit to Lessor and Lessee a revised Budget within 15 days of receipt of the objection. If Lessor, Lessee and Maintenance Contractor are unable to agree on the Budget for any year, the dispute shall be resolved as set forth on Exhibit B. Lessee's approval of a Budget shall constitute agreement to pay Additional Rental from Available Funds in such additional amount as shall be sufficient, together with the originally scheduled Additional Rental and available amounts on deposit in the Insurance and Maintenance Fund (or the Capital Replacement Reserve, as applicable) under the Trust Agreement to pay the amounts provided in such Budget; provided, however, that expenditures from the Capital Replacement Reserve shall be subject to Lessee approval (by written approval of the Superintendent of the Department of Education or another person designated in writing by the Superintendent). In the absence of an Event of Default under the Lease, Lessor's approval of Budgets shall be based solely on the sufficiency of amounts available under the Trust Agreement to pay the amounts provided in such Budget. When each annual Budget has been approved or deemed approved pursuant hereto, the Maintenance Contractor shall promptly submit a copy of the Budget to the Trustee.

3.4 Reduction of Services. If Lessor or Lessee objects to the proposed Budget because of an inability to pay for all budgeted services, Maintenance Contractor shall prepare a revised Budget in which total costs for the Fiscal Year do not exceed the $1,568,000 originally scheduled Additional Rental and available amounts on deposit in the Insurance and Maintenance Fund (or the Capital Replacement Reserve, as applicable) or such larger amount as shall be approved by the Lessor and Lessee. Maintenance Contractor shall consult with Lessee

concerning which services, if any, to reduce or eliminate in the revised Budget. If this Section 3.4 is applicable due to an objection by Lessor or Lessee, Maintenance Contractor may provide in the revised Budget for the reduction or elimination of any of the services otherwise required to be provided by Maintenance Contractor under this Agreement. Maintenance Contractor shall submit a revised Budget to Lessor and Lessee within 10 days of the date Lessor or Lessee submits its objections to the proposed Budget. Unless Lessor or Lessee notifies Maintenance Contractor in writing that such party objects to the revised Budget within 10 days of the date the revised Budget is submitted, Lessor and Lessee each shall be deemed to have approved the revised Budget. If Lessor or Lessee objects to the revised Budget, then either Lessor or Lessee may terminate this Agreement with 30 days' written notice to the Maintenance Contractor and the Trustee. Any revised Budget approved or deemed approved pursuant hereto shall be submitted promptly in writing to the Trustee.

3.5 Operation within Budget. Operations shall be conducted, expenses shall be incurred and assets shall be acquired only pursuant to approved Budgets, provided, however, that in case of emergency, Maintenance Contractor may take any reasonable action it deems necessary to protect life, limb or property, to protect the Project or to comply with law or government regulation the noncompliance with which would have a material adverse effect on the Project or the parties hereto. Maintenance Contractor shall promptly notify Lessor and Lessee in writing of any such emergency expenditure, and Maintenance Contractor shall be reimbursed for such emergency expenditure, but only from amounts available for such purpose in the Insurance and Maintenance Fund or the Capital Replacement Reserve, as applicable. If the moneys in the Insurance and Maintenance Fund or the Capital Replacement Reserve, as applicable, shall be insufficient to cover such emergency expenditure, Lessor shall request in writing that such amounts be paid to Lessor by Lessee from Available Funds as Additional Rentals pursuant to Section 4.01(c) of the Lease Agreement, and a copy of such request shall be provided to the Trustee. Notwithstanding any other provision of this Agreement, Maintenance Contractor shall have no obligation to perform any service that is not set forth in the approved Budget.

3.6 Budget Overruns; Program Changes. Upon the occurrence of unexpected events, Maintenance Contractor may, but shall not be required to unless it is assured of reimbursement, make such reasonable expenditures in excess of the adopted Budget as are necessary to carry out its duties hereunder. Maintenance Contractor shall submit any proposed material departure from an adopted Budget to Lessor and Lessee for approval. Lessor and Lessee shall each be deemed to have approved such departure from the adopted Budget unless within 10 days either Lessor or Lessee objects to the proposed change in writing to Maintenance Contractor. Maintenance Contractor shall not exceed an adopted Budget by more than 10%, unless directly caused by an emergency expenditure or unless authorized by Lessor and Lessee. Budget overruns of 10% or less shall be paid, but only from amounts available for such purpose in the Insurance and Maintenance Fund, or the Capital Replacement Reserve, as applicable. Any departure from the adopted Budget approved or deemed approved pursuant hereto shall be submitted promptly in writing to the Trustee.

3.7 Books. Maintenance Contractor shall keep and maintain separate records and accounts of all expenditures. Lessor, Lessee and Trustee may examine such records during

normal business hours on reasonable notice. The Trustee shall have no duty to examine such records.

3.8 Right to Stop Performing Functions. Maintenance Contractor has the right to stop performing any of its obligations hereunder if Lessor fails to reimburse or pay Maintenance Contractor, or to cause Maintenance Contractor to be reimbursed or paid, in a timely fashion as provided in the approved Budget from resources made available under the Lease Agreement and the Trust Agreement. Maintenance Contractor may also cease, either temporarily or permanently, to perform its duties if Lessor or Lessee materially impairs Maintenance Contractor's ability to perform, or if such performance is impaired by government action, labor dispute, typhoon, earthquake, flood, or other natural disaster or other event of force majeure. Upon any such cessation of performance by Maintenance Contractor, Maintenance Contractor shall provide written notice to the Trustee, Lessor and Lessee.

3.9 Payment. At any time and from time to time, if amounts in the Insurance and Maintenance Fund, or the Capital Replacement Reserve, as applicable, are insufficient to satisfy the obligations of Lessor to fully pay amounts owed to Maintenance Contractor hereunder, Lessor shall request that such amounts be paid to Lessor by Lessee as Additional Rentals pursuant to Section 4.01(c) of the Lease Agreement. Notwithstanding any other provision of this Agreement, the parties hereby acknowledge and agree that no obligation assumed by or imposed upon the Maintenance Contractor hereunder shall require the performance of any act by the Maintenance Contractor except to the extent, if any, that the cost and expense of such performance can be paid from the accounts held for such purpose under the Trust Agreement.

ARTICLE IV

INSURANCE

4.1 General. During the term of this Agreement Maintenance Contractor shall, at Lessor's sole cost and expense, arrange for, obtain and maintain in full force and effect policies of insurance set forth in and as required by Section 7.01(b) of the Lease Agreement. All premiums for such insurance shall be paid by Lessor to the respective insurance companies upon invoices submitted to the Lessor by the Maintenance Contractor, but only from amounts available for such purpose in the Insurance and Maintenance Fund at least 30 days in advance of the date they are due to the respective insurers. Maintenance Contractor shall give Lessor, Lessee and Trustee 30 days' written notice of any increase in any premium prior to the date Lessor must pay such premium. Lessee and Trustee (at the expense of Lessee) shall cooperate fully with Maintenance Contractor and provide such information and execute such documents as may be necessary or convenient in obtaining such insurance.

4.2 Deductibles and Co-Payments. In the event of the occurrence of any loss with respect to the Facility, the Sites or otherwise hereunder that is not fully insured, Lessor shall promptly, upon written demand by Maintenance Contractor to Lessor and Lessee with a copy to Trustee, pay or cause to be paid to Maintenance Contractor or any other proper payee any deductible or co-payment that is a prerequisite to the insurer's payment of the proceeds of the applicable insurance policy, but only from amounts available for such purpose in the Insurance and Maintenance Fund.

4.3 Damage and Reconstruction. In the event any Facility insured hereunder is damaged by fire or other casualty, the proceeds payable under the insurance policies shall be payable as provided in the Lease and the Trust Agreement. The Net Proceeds of fire and extended coverage insurance shall be deposited as provided in Article X of the Lease. After consultation with the Maintenance Contractor and the Lessee, Lessor shall instruct Maintenance Contractor as to the nature of the repair, reconstruction or replacement, if any, of damaged property, and Maintenance Contractor shall provide a proposed Budget for the requested repair, reconstruction or replacement using the procedure described in Section 3.4, with a copy to the Trustee.

ARTICLE V

MISCELLANEOUS

5.1 Breach. In the event of breach or threatened breach of this Agreement, any party may invoke the dispute settlement procedures set forth in Exhibit B. Except as otherwise provided herein, no party shall be relieved from its responsibilities hereunder unless the dispute resolution procedures are followed to their conclusion.

5.2 Enforcement Fees. If court proceedings are instituted in connection with the rights of enforcement and remedies provided in this Agreement, the prevailing party shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorneys' fees.

5.3 Limited Liability. Maintenance Contractor shall not be liable to any person for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice. Lessor shall indemnify, defend, release and hold harmless Maintenance Contractor from any loss, liability, claim or expense in such connection, but only from amounts available for such purpose in the Insurance and Maintenance Fund.

5.4 Amendment. This Agreement may only be amended, changed, modified, altered or terminated by an agreement in writing, signed by each of the Lessor, the Lessee, the Maintenance Contractor and the Trustee. The Trustee shall execute such agreement in writing only if there has been delivered to the Trustee an Opinion of Counsel addressed to the Trustee to the effect that such amendment, change, modification, alteration or termination (1) will not, in and of itself, materially adversely affect the interests of the Holders, and (2) is authorized or permitted by this Trust Agreement and the Lease.

5.5 Partial Invalidity. The invalidity or unenforceability of any term or provision of this Agreement by the application of such term or provision to any person or circumstance shall not impair or affect the remainder of this Agreement, and its application to other persons and circumstances and the remaining terms and provisions hereof shall not be invalidated but shall remain in full force and effect.

5.6 Entire Agreement. This Agreement supersedes any and all prior agreements or understandings between the parties with respect to the subject matter of this Agreement.

5.7 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the Territory of Guam.

5.8 Successors and Assigns. This Agreement shall inure to the benefit of and be binding on the successors and permitted assigns of the parties hereto. Under the terms of the Lease, Lessor may assign this Agreement to Trustee on the Certificate Closing Date pursuant to that certain Assignment and Security Agreement, dated as of August 1, 2010, by and between Lessor and Trustee. Following such assignment, Lessor may not assign this Agreement without the prior written consent of Maintenance Contractor, which consent shall not be unreasonably withheld. Maintenance Contractor may not assign this Agreement except to an affiliate or with the prior written consent of Lessor and Lessee, which consent shall not be unreasonably withheld. Trustee may assign this Agreement to its successor or assign pursuant to the terms of the Trust Agreement. Lessor, Trustee and Maintenance Contractor shall provide the other parties hereto with written notice of any such assignment.

5.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Lessor, by its duly authorized representative, has executed this Insurance and Maintenance Agreement as of the date first above written.

LESSOR:

CAPFA CAPITAL CORP. 2010A

By: _____
John R. Ahern
President

IN WITNESS WHEREOF, the Lessee, by its duly authorized representative, has executed this Insurance and Maintenance Agreement as of the date first above written.

LESSEE:

DEPARTMENT OF EDUCATION, GOVERNMENT OF GUAM

By: NB Underwood

Nerissa B. Underwood, Ph.D.
Superintendent of Department of Education

APPROVED AS TO FORM
AND LEGALITY:

_____
Attorney General of Guam

By: _____
Michael W. Cruz
Acting Governor of Guam

(SEAL)

IN WITNESS WHEREOF, the Lessee, by its duly authorized representative, has executed this Insurance and Maintenance Agreement as of the date first above written.

LESSEE:

DEPARTMENT OF EDUCATION, GOVERNMENT OF GUAM

By: _____
Nerissa B. Underwood, Ph.D.
Superintendent of Department of Education

APPROVED AS TO FORM
AND LEGALITY:

_____
Attorney General of Guam

By: _____
Felix Perez Camacho
Governor of Guam

(SEAL)

IN WITNESS WHEREOF, the Maintenance Contractor, by its duly authorized representative, has executed this Insurance and Maintenance Agreement as of the date first above written.

MAINTENANCE CONTRACTOR:

INTERNATIONAL BRIDGE CORPORATION

By: _____

Name: MIGUEL C. BORDALLO

Title: VICE PRESIDENT

IN WITNESS WHEREOF, the Trustee, by its duly authorized representative, has executed this Insurance and Maintenance Agreement as of the date first above written.

TRUSTEE:

U.S. BANK NATIONAL ASSOCIATION,
as trustee for the Certificates

By: _____
Authorized Officer

EXHIBIT A

to

Insurance and Maintenance Agreement
dated as of August 1, 2010
by and among
CaPFA Capital Corp. 2010A, Lessor,
Department of Education, Government of Guam, Lessee,
International Bridge Corporation, Maintenance Contractor
and
U.S. Bank National Association, Trustee

Work Scope

	30 Year Maintenance Program Final as of Sep 2, 2010		Type	
	Typical School Facility Components for Maintenance	**Frequency**	**Unscheduled**	**Capital**
1	**Paving**			
1.1	Asphalt - repair/seal of cracks	As required (per budget)	x	
1.2	Concrete Slabs on Grade and Elevated Slabs - repair cracks	As required (per budget)	x	
2	**Structural**			
2.1	Structural Damage Assessments	Seismic events	x	
2.2	Foundation Repairs	As required	x	
2.3	Repair of Structural Elements (incl. Crack Repairs)	As required	x	
2.4	Replacement of Structural Elements	As required	x	
2.5	Upgrading of Structural Elements	As required	x	
3	**Wall Systems**			
3.1	Doors including hardware	As required		x
3.2	Window Assemblies (including Aluminum Sash)	As required	x	x
3.3	Indoor Gym Bleachers that pull out from wall	n/a		
3.4	Restroom Partitions (attached to wall)	n/a		
4	**Floor Covering**			
4.1	Carpeting	Daily		
4.2	Resilient Tile Flooring	Daily / Weekly		
4.3	Sports Flooring	Daily / weekly		

30 Year Maintenance Program Final as of Sep 2, 2010			Type	
	Typical School Facility Components for Maintenance	Frequency	Unscheduled	Capital
5	**Painting**			
5.1	Interior of classrooms, library, Offices, hallways, cafeteria, Restrooms, Gymnasium and Athletic Manager's Office, Covered Walkways, Laboratories and other Indoor and Outdoor Spaces.	As required / 5-years	x	x
5.2	Touch-up painting of walls	Monthly		
5.3	Exterior masonry, metal surfaces and trim	As required / 5-years	x	x
6	**Roofing**			
6.1	Large Sections or Whole Buildings of Roofing Systems including Water and Thermal Proofing	As required / 5-years	x	x
6.2	Flashings, Gutters, and Downspouts	As required (per budget)	x	
6.3	Ceiling Tiles	As required (per budget)	x	
7	**Electrical**			
7.1	Main Electrical Riser, Connections and Conduits within the Boundaries	As required (per budget)	x	
7.2	Panels and Boards	As required (per budget)	x	
7.3	Signal Systems, including Fire Alarm System and Public Address	Per Mfr		
7.4	Main Power Distribution System	As required (per budget)	x	
7.5	Interior and Exterior Power Distribution Systems	As required (per budget)	x	
7.6	Interior and Exterior Lighting Systems including Interior and Exterior Incandescent and Florescent Lighting and Fixtures	Monthly		
7.7	Equipment Connections	As required (per budget)	x	
7.8	Conduits, Conductors and Cables	As required (per budget)	x	
7.9	Preventive Maintenance and Repair of Stand By Generator and Transfer Switch	Per Mfr		
8	**Plumbing**			
8.1	Main Water Supply Pipe Connections and Piping Within Boundaries	As required (per budget)	x	
8.2	Underground Water Distribution Systems	As required (per budget)	x	
8.3	Sewer piping, manholes within boundaries	As required (per budget)	x	
8.4	Interior Water Supply	As required (per budget)	x	
8.5	Interior and Exterior Plumbing, Connections, Piping and Fixtures, including heaters	As required / Per Mfr	x	x
9	**Air Conditioning/Ventilation/Heating**			
9.1	Air Conditioning Systems			

30 Year Maintenance Program Final as of Sep 2, 2010			Type	
	Typical School Facility Components for Maintenance	Frequency	Unscheduled	Capital
9.1.1	1.a Central Systems	wk, mo, qrtr, 5-yr		x
9.1.2	1.b Individual Units	wk, mo, qrtr, 5-yr		x
9.2	2. Ventilation Systems			
9.2.1	2.a Toilet and Bath Fan Exhaust Systems	wk, mo, qrtr, 5-yr		x
9.2.2	2.b Cafeteria and Kitchen Fan Exhaust Systems	wk, mo, qrtr, 5-yr		x
9.1.3	2.c Construction and Automotive Workshops Fume Exhaust Systems	As required (per budget)	x	x
10	**Fire Protection System**			
10.1	Testing and Certifying of Fire Protection System	Annually		
10.2	Maintenance of Fire Protection Riser and System	As required (per budget)	x	
10.3	Maintenance of Fire Alarm System	see Section 7		
10.4	Recharge and Replacement of Fire Extinguishers	As requested (per budget)	x	
11	**Telecom and Internet**			
11.1	Security and Closed TV Circuits	As required (per budget)	x	
11.2	Telecommunication Conduits / wiring	As required (per budget)	x	
11.3	Public Address	As required (per budget)	x	
12	**Landscaping and Lawns - Equipment Only; Operation by others**			
12.1	Grass Cutting (Riding Mowers: 2 each; Bush-Cutters: 6 each)	Equipment only		x
12.2	Walkway edging (Edgers: 4 each)	Equipment only		x
12.3	Tree Trimming / Hedging (Chain saws: 2 each; Hedgers: 4 each)	Equipment only		x
13	**Custodial and Waste Collection**			
13.1	Garbage collection from classrooms, offices, restrooms and other building areas	Daily		
13.2	Site cleanup (hallways, walkways, parking lots, etc.)	Daily		
13.3	Waste removal by commercial hauler	2 x weekly		
13.4	Floor polishing / waxing / sealing	Quarterly		
13.5	Restroom cleaning (Sweeping, mopping, wipedown of surfaces)	Daily		
13.6	Restroom flushing and rinsing	Weekly		
13.7	Flushing exterior walkways / pressure washing	Bi-weekly / Quarterly		

EXHIBIT B

Procedures for Settling Disputes

TO THE EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CHAPTER 6 OF TITLE 5 OF THE GUAM CODE ANNOTATED, IN ANY CASE IN WHICH THERE IS A DISPUTE BETWEEN THE PARTIES HERETO WITH RESPECT TO MATTERS UNDER THIS AGREEMENT, THE PROCEDURE FOR RESOLUTION OF THAT DISPUTE SHALL BE AS FOLLOWS:

THE AGGRIEVED PARTY OR PARTIES SHALL NOTIFY THE OTHER PARTY OR PARTIES OF THE GRIEVANCE IN WRITING. WHEN SUCH A NOTICE IS RECEIVED BY A PARTY, SUCH PARTY SHALL PROMPTLY INVESTIGATE, INSPECT, MEET, DISCUSS OR TAKE SUCH OTHER ACTION AS IS REASONABLY APPROPRIATE UNDER THE CIRCUMSTANCES TO ATTEMPT TO RESOLVE THE DISPUTE IN GOOD FAITH. APPROPRIATE ACTION SHALL INCLUDE, WITHOUT LIMITATION, PROMPT COMMUNICATION WITH THE AGGRIEVED PARTY OR PARTIES AND A PROPOSED COURSE OF ACTION TO RESOLVE THE PROBLEM. IF THE PARTIES ARE UNABLE TO RESOLVE THE PROBLEM WITHIN A REASONABLE PERIOD (NOT TO EXCEED THIRTY (30) DAYS AFTER THE NOTICE OF THE DISPUTE), THE MATTER SHALL BE SUBMITTED TO BINDING ARBITRATION.

ANY DISPUTE SUBMITTED TO ARBITRATION SHALL BE SETTLED BY ARBITRATION AT A MUTUALLY CONVENIENT LOCATION IN THE CITY OF HAGÅTÑA, GUAM, DESIGNATED BY THE ARBITRATOR, BEFORE A SINGLE ARBITRATOR IN ACCORDANCE WITH THE ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT UPON THE AWARD RENDERED IN SUCH ARBITRATION MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. WHEN RESOLVING A DISPUTE, THE ARBITRATOR SHALL APPLY THE PERTINENT PROVISIONS OF THIS AGREEMENT AND THE LAWS OF GUAM AND SHALL GIVE EFFECT TO STATUTES OF LIMITATIONS IN DETERMINING ANY CLAIM.

ANY ARBITRATOR DESIGNATED SHALL HAVE NOT LESS THAN TEN (10) YEARS EXPERIENCE IN LEGAL MATTERS PERTAINING TO THE INTERPRETATION AND IMPLEMENTATION OF THE LAWS OF GUAM RELATING TO COMMERCIAL REAL ESTATE TRANSACTIONS. DISCOVERY REQUESTS SHALL BE DETERMINED BY THE ARBITRATOR IN LIGHT OF THE PARTIES' DESIRE TO PROCEED INFORMALLY, AT MINIMAL EXPENSE.

ANY AND ALL FEES AND EXPENSES INCURRED BY THE PREVAILING PARTY IN THE ARBITRATION AS DETERMINED BY THE ARBITRATOR, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COSTS, SHALL BE PAID BY THE NON-PREVAILING PARTY. THE PREVAILING PARTY SHALL BE DETERMINED BY THE ARBITRATOR, BASED UPON AN ASSESSMENT OF WHICH

PARTY'S MAJOR ARGUMENTS MADE OR POSITIONS TAKEN IN THE PROCEEDINGS COULD FAIRLY BE SAID TO HAVE PREVAILED OVER THE OTHER PARTY'S MAJOR ARGUMENTS OR POSITIONS ON MAJOR DISPUTED ISSUES IN THE ARBITRATOR'S DECISION. IF THE PARTY WHICH SHALL HAVE COMMENCED OR INSTITUTED THE ACTION, SUIT OR PROCEEDING SHALL DISMISS OR DISCONTINUE IT WITHOUT THE CONCURRENCE OF THE OTHER PARTY, SUCH OTHER PARTY SHALL BE DEEMED THE PREVAILING PARTY. AS USED IN THIS AGREEMENT, THE TERM "ATTORNEYS' FEES" INCLUDES, WITHOUT LIMITATION, ALL ATTORNEYS' AND PARALEGALS' FEES AND EXPENSES INCURRED IN CONNECTION WITH THE DISPUTE WHICH IS THE SUBJECT OF THE ARBITRATION PROCEEDING, INCLUDING, ATTEMPTING TO RESOLVE THE DISPUTE WITHOUT ARBITRATION, PREPARING FOR THE ARBITRATION, CONDUCTING THE ARBITRATION AND DEFENDING ANY REVIEW OF THE ARBITRATOR'S DECISION.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT ANY PARTY TO THIS AGREEMENT MAY INITIATE AND MAINTAIN AN ACTION FOR JUDICIAL RELIEF FOR THE PURPOSE OF SEEKING A PROVISIONAL OR ANCILLARY REMEDY OR CLEARING TITLE TO ANY PARCEL OF ANY NOTICE OF LIS PENDENS OR OTHER ENCUMBRANCE UPON TITLE.

NOTICE: BY EXECUTING THIS AGREEMENT, EACH PARTY HERETO IS AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THIS ARBITRATION OF DISPUTES PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY GUAM LAW AND IS GIVING UP ANY RIGHTS SUCH PARTY MAY POSSESS TO HAVE THE DISPUTE LITIGATED IN COURT AND BY JURY TRIAL, AND ANY OTHER RIGHTS TO DISCOVERY AND APPEAL. IF AN PARTY REFUSES TO SUBMIT TO ARBITRATION, SUCH PARTY MAY, TO THE EXTENT PERMITTED BY LAW, BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF APPLICABLE GUAM LAW.

End of Exhibit

EXHIBIT C

Budget for Initial Term of Lease

Management Fee	$	70,000
Insurance Premiums		161,000
Initial Maintenance Costs		20,000
TOTAL	$	251,000

1/8/25 Geda Conference Rm

to do list

2pp

RFP finance portion 70/30 (for construction)
#s are flexible
Vetted Boma Council & advisor
Process flow??
Conetech & Kafa (only 2 developers on team)
Part 1 financing
design
preference points?

Bond council will relocate with clarifications (all criteria needs to be clearly addressed & stated)
add timeline/schedule
add evaluation
Vince wants to still discuss 70/30 & evaluation
↳ he wants to deliberate on evaluation more
want clarity and cleanliness
Dr Swanson needs to really review insurance portion
- will meet in 2 wks to discuss further
also look at the procurement law to ensure protests are not leveraged and that they can't manipulate
- as per final procurement will load online/website
- they need to make contact w/ GCC other part power and water (is it included in TRMA)

Adj @ 2:19 pm

* sched monday mtg DPW & SSFM only

Gmail

Valarie San Nicolas-Cruz <valarie.sannicolas@dpw.guam.gov>

Fwd: GDOE SSHS - TRMA RFP006-2020 Revised A&E Contract Terms

1 message

Vince Arriola <vince.arriola@dpw.guam.gov> Fri, Jan 10, 2025 at 9:17 AM
To: Valarie San Nicolas-Cruz <valarie.sannicolas@dpw.guam.gov>

FYI

Vincent P. Arriola

Director, Department of Public Works

542 North Marine Corp Drive,

Tamuning, Guam 96913

(671) 646-3131

---------- Forwarded message ---------
From: **Cedric Cruz** <Ccruz@traguam.com>
Date: Thu, Jan 9, 2025 at 5:26 PM
Subject: RE: GDOE SSHS - TRMA RFP006-2020 Revised A&E Contract Terms
To: keswanson@gdoe.net <keswanson@gdoe.net>
Cc: Carmen T. Charfauros <ctcharfauros@gdoe.net>, James L.G. Stake <jlgstake@gdoe.net>, Nikolas B. Cruz <nbcruz@gdoe.net>, Elmer Prudente <Eprudente@traguam.com>, Arch <Arch@traguam.com>, Tom Keeler <tkeeler@oagguam.org>, Vince Arriola <vince.arriola@dpw.guam.gov>, Ed Hipolito <ehipolito@ssfm.com>

Buenas Dr. Swanson,

Happy New Year!

Attached is TRMA's clarification letter regarding the subject matter per TRMA's previous correspondence. Please review the letter and sign for your concurrence, which will be considered authorization to proceed with work under the new terms.

Please contact me if you need additional information on this matter.

Thank you.

5 attachments

250109 A-E Contract Adjustment.pdf
269K

241122 A-E Contract Adjustment Letter.pdf
271K

241122 A-E Services Revised Contract Terms.pdf
169K

241122 Modified Terms Exhibit 1.pdf
2277K

241122 Modified Terms Exhibit 2.pdf
843K

TRMA

Taniguchi Ruth Makio Architects

January 9, 2025

K. Erik Swanson, PhD
Superintendent
Guam Department of Education
501 Mariner Avenue
B-Building, Suite 116
Barrigada, Guam 96913

Subject: GDOE RFP 006-2020 Simon Sanchez HS (SSHS) – A/E Contract Terms Adjustment
Letter to GDOE dated November 22, 2024

Buenas Dr. Swanson,

This letter is to clarify TRMA's 11/22/24 letter to GDOE:

1. The new contract terms require no increase to TRMA's current A/E contract amount.
2. The funds for TRMA's contract were "certified available" by GDOE's Certifying Officer for contract execution, therefore the balance of the funds remain available in GDOE's account for the contract.
3. The contract revisions are necessary due to the proposed leaseback procurement that will be implemented by DPW for the construction of the new Simon Sanchez High School.
4. The proposed revisions are consistent with the discussions in our Simon Sanchez High School Weekly Project Meetings with DPW, GDOE, GEDA, SSFM, and the Attorney General's Office.
5. The revisions are required to mitigate construction liability and operations and maintenance risk to GDOE and the Government of Guam during the long-term leaseback period.

In summary, the changes reflect no increase in cost to GDOE; the funding is available as it was certified upon contract execution; and the changes are necessary for TRMA to provide GDOE and the Government of Guam with the necessary services for a leaseback procurement.

We believe this should address your questions and look forward to your signature of concurrence below.

Senseramente,

Taniguchi Ruth Makio Architects

Cedric Cruz, AIA

Concurred By:

K. Erik Swanson, PhD Date
Superintendent
Guam Department of Education

Attachments: 11/22/24 TRMA letter and Attachments

Guam • Northern Marianas Islands • Micronesia
P.O. Box EA, Hagåtña , Guam 96932 • 100 Cliff Business Center
671/475-8772 • Fax: 671/472-3381 • email: arch@traguam.com

TRMA

Taniguchi Ruth Makio Architects

November 22, 2024

K. Erik Swanson, PhD
Superintendent
Guam Department of Education
501 Mariner Avenue
B-Building, Suite 116
Barrigada, Guam 96913

Subject: GDOE RFP 006-2020 Simon Sanchez HS (SSHS) – A/E Contract Terms Adjustment

Buenas Dr. Swanson,

TRMA must request GDOE's approval for changes to our A/E Contract based on the proposed procurement of the new Simon Sanchez High School. As you are aware, DPW is now responsible for the procurement of the new school, and their Construction Manager (SSFM International) has proposed that the procurement utilizes a "Design-Build" approach to best control cost, time, and the government's risk for the project. We understand that DPW has approved this proposal.

TRMA agrees that project risk is mitigated by the design-build approach. Further understanding is needed for the cost and time benefits of the approach. Yet, DPW has the final decision on the bid and construction of the project, and we will assist as best as we can acknowledging that the procurement approach is outside of TRMA's control.

The design-build approach changes TRMA's contract terms, generally:

1. TRMA will no longer be the Designer of Record for the Construction Documents for SSHS. This is necessary to transfer any risk associated with the design to the Developer as intended by DPW.

   Our original Contract was for a Design-Bid-Build project, in which TRMA prepared a 100% Design used for the bid and construction of the project and TRMA is the Designer of Record who has responsible control for design that is constructed. The Design-Build approach requires shifting of this responsibility to the Developer and their own design-build A/E team that prepares the Construction Documents for the project. TRMA's 100% Design Submittal and the

Guam • Northern Marianas Islands • Micronesia
P.O. Box EA, Hagåtña , Guam 96932 • 100 Cliff Business Center
671/475-8772 • Fax: 671/472-3381 • email: arch@traguam.com

current building permit application will be voided. The design prepared by TRMA will instead be used as a programming document that is the basis for the Developer's A/E design work.

2. TRMA must adjust its services. The adjustments are detailed in TRMA's revised Contract Terms attached. Adjustment is also needed to extend these services beyond the current December 2025 expiration date.

3. TRMA must adjust fees based on the corresponding service changes. Additional fees are not required, but the fees need to be reassigned to corresponding services. Please also note that this is subject to exclusions, limits, and conditions identified in TRMA's revised Contract terms attached.

Additionally, please note that TRMA intends to keep its Commissioning services intact as per the original contract terms. This would provide added assurance for GDOE's acceptance of the HVAC & controls, Lighting controls, and Plumbing systems for the school.

Please review the attached A/E Services Revised Contract Terms and confirm GDOE's approval or advise that additional information is required. We can set up a meeting to further explain the terms. Excerpts from TRMA's Contract are also provided to help clarify the revised services.

Senseramente,

Taniguchi Ruth Makio Architects

Cedric Cruz, AIA

Attachments: RFP006-2020 Agreement A&E Services Revised Contract Terms 11/22/24 and Excerpts (Agreement Exhibits 1 & 2)

RFP006-2020 Agreement A&E Services Revised Contract Terms November 22, 2024

TRMA's Final Construction Design, Construction Documentation, Permitting, Bid and Construction Services as identified in Contract Exhibits 1 and 2 will be revised and limited to:

1. Preparation of a design-build programming document based on general design requirements extracted from TRMA's 100% submittal and limited to architectural, landscaping, civil, structural, mechanical, fire protection, electrical, telecom, and FF&E scope including:

    a. General Project Requirements – Base Bid and Additive Bid Scope; Campus Population requirements; Developer Responsibilities for Design; GDOE's review requirements
    b. Site development, exterior works, campus infrastructure requirements.
    c. Building Shell & Systems design requirements including engineering requirements.
    d. Architectural program identifying space planning, interior material, and finish requirements.
    e. General reference plans and drawings.
    f. Attachments

    The programming document will include attachments for geotechnical, archaeological, environmental, traffic study, landscaping, acoustical, theater design, audio visual, and network data from the 100% submittal. These will be for information only.

    The design-build approach is also intended to allow the Developer flexibility to change the design to maximize cost effectiveness, however this will be within the constraints of the programming document that is intended to identify the universal aspects of the design that must be met.

    GDOE will be responsible for final approval of the programming document for issuance to bidders.

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2. Bid RFI responses regarding the programming document intent; additional fees will be required for any rebid or extension of the Bid RFI timeframe. TRMA requires 3-weeks for preparation of RFI responses.

3. Design Review at 60% and 100% completion for conformance with the programming document intent. The Developer's A/E team will be required to submit their design for TRMA, GDOE, and DPW review. TRMA's requires 3-weeks for each design review.

4. Construction RFI responses regarding the programming document intent. The total number of RFI covered will be limited to 25 per A/E scope identified in Item 1 above. TRMA requires 10 days for preparation of RFI responses.

   Inspections and submittal /shop drawing reviews are excluded and will be done at an additional cost determined on a time and material basis when required.

5. No Designer of Record responsibilities. Review for building regulations compliance, design coordination, and constructability is excluded. TRMA's team may comment on these at their discretion, but responsible control of the design remains with the new DOR.

6. No Owner Agent services.

7. Commissioning Authority services for Design Review, Construction submittal/shop drawing reviews, and Witnessing the Functional Performance Testing of HVAC & controls, Lighting controls, and Plumbing systems.

   These services are currently in TRMA's contract and we recommend that they are maintained as added assurance for GDOE regarding the systems covered and to document GDOE's acceptance.

Additional Terms include:

a. Contract Extension to December 2028.
b. Liability Waiver for TRMA's 100% Submittal documents.
c. Liability Waiver for any previous Submittal documents included in the programming document.

d. Liability Waiver and additional fee for 100% Submittal Revit and CAD files.
e. Voiding of the current permit application.
f. No Designer of Record responsibilities. Review for building regulations compliance, design coordination, and constructability is excluded. Team members may comment on these at their discretion, but responsible control of the design remains with the new DOR.
g. No Geotechnical services.
h. No Archaeological services.
i. No Environmental services.
j. No Cost Estimating services.
k. No Acoustical Design services.
l. No Audio Visual and Theater Specialty services.
m. No Permitting services.
n. No Construction Meeting Attendance services.
o. No Bid and Construction Document Distribution services.
p. No Construction Transition Phase services.

Schedule:

Programming Document	8-weeks Pre-Final Submittal 6-weeks Final Submittal 1-week GDOE/DPW/SSFM review
Bid	3-months max; RFI responses (3-week response time from RFI Deadline)
60% Design Review	3-weeks review
100% Design Review	3-weeks review
Construction	3-years; limited RFI responses (10-day response time)

A/E Fees:

Programming Document & Bid RFI Responses		
Architecture / FF&E		$ 284,301
Landscape Arch.	$ 57,440	
Civil	$ 49,696	
Structural	$103,904	
Mechanical & Fire Protection	$103,904	
Electrical	$103,904	
Telecom	$103,904	
	$522,752 x 1.15	$ 601,164
		$ 849,465

Limited Design Review			
Architecture / FF&E		$	15,000
Landscape Arch.	$ 10,000		
Civil	$ 10,000		
Structural	$ 10,000		
Mechanical & Fire Protection	$ 10,000		
Electrical	$ 10,000		
Telecom	$ 10,000		
	$ 60,000 x 1.15 =	$	69,000
		$	84,000

Limited Construction RFI Responses			
Architecture / FF&E		$	15,000
Landscape Arch.	$ 10,000		
Civil	$ 10,000		
Structural	$ 10,000		
Mechanical & Fire Protection	$ 10,000		
Electrical	$ 10,000		
Telecom	$ 10,000		
	$ 60,000 x 1.15 =	$	69,000
		$	84,000

Commissioning Authority			
Design Review	$ 16,560		
Submittals & FPT Witnessing	$289,428		
	$305,988 x1.15 =	$	351,886

The total revised fee is $1,369,351 which is covered by the balance of TRMA's Contract Fee.

19-0724

AGREEMENT BETWEEN THE GUAM DEPARTMENT OF EDUCATION AND TANIGUCHI RUTH MAKIO ARCHITECTS FOR SERVICES PURSUANT TO GDOE RFP 006-2020

THIS AGREEMENT is entered into by and between the **GUAM DEPARTMENT OF EDUCATION** ("GDOE"), an agency of the government of Guam, whose address is 501 Mariner Avenue, Barrigada, Guam 96913, and **TANIGUCHI RUTH MAKIO ARCHITECTS ("Contractor")**, whose address is **P.O. BOX EA, Hagatna, Guam 96932** (collectively referred to as "Parties").

WHEREAS, GDOE issued Request for Proposal ("RFP") **006-2020** for Architectural and Engineering Services, attached herewith as **Exhibit 1**;

WHEREAS, GDOE has determined it does not have adequate personnel or resources to perform the services contemplated in this agreement and it is in the best interests of GDOE to have such services performed under contract;

WHEREAS, Contractor responded to the RFP by submitting a proposal ("Proposal") to provide services in accordance with the RFP, and was selected as the most qualified offeror;

WHEREAS, by submitting its Proposal, Contractor warrants and represents that it possesses the necessary knowledge, resources and experience to perform the work and services herein described professionally, skillfully and diligently; and

WHEREAS, GDOE desires to retain Contractor for specific services on the terms and conditions set forth in this Agreement and Contractor has agreed to accept such terms and conditions;

WITNESSETH, in consideration of the mutual covenants hereinafter set forth, the Parties agree as follows:

I. Statement of Services to be Performed.

A. Scope of Work. The Contractor shall provide professional services for the GDOE, as described in **RFP 006-2020** and the **Contractor's Cost Proposal.** The **Contractor's Cost Proposal** is attached herein as **Exhibit 2.** Specified dates for performance of tasks may be amended by written agreement between GDOE and Contractor's authorized representative. Contractor shall provide status reports on the services performed as required under this Agreement or more frequently as requested by GDOE. Contractor recognizes that failure to perform any services required under this Agreement per the terms and conditions herein constitutes a material breach of this Agreement.

B. Contractor Provisions of Resources. Contractor agrees to furnish all qualified personnel, facilities, tools, equipment, materials and transportation to perform the services and work provided for in this Agreement. Contractor represents that it and its employees possess the professional and technical expertise necessary to perform the services called for in this Agreement in a competent, professional manner, in line with the services of a typical Contractor

engaged in the same and similar field as Contractor herein. GDOE may, in its sole discretion and based upon availability, provide staff assistance to Contractor in furtherance of this Agreement. The Contractor shall insure that its employees engaged in work hereunder are informed of all relevant provisions of this Agreement.

C. Other Work. GDOE acknowledges and agrees that Contractor may provide services to other clients, persons or companies apart from the services performed in this Agreement, as long as the performance of such other services does not in any way conflict with or hinder the performance of services herein. In the event GDOE discovers or determines that the Contractor is providing services to a third party which conflicts with or hinders the performance of services under this Agreement, Contractor must immediately cease performing those third party services upon being provided written notice by GDOE and GDOE may invoke any further available remedies under the terms of this Agreement.

D. Location of Services. Contractor may perform the services under this Agreement at any suitable location as approved by GDOE.

II. Term of Agreement.

A. This Agreement shall be effective upon its full execution by all necessary parties until **December 31, 2025.**

B. This Agreement will be cancelled if funds are not appropriated or otherwise made available to support continuation after this fiscal year. GDOE shall provide timely notice if funds are not available for continuation of contract beyond the fiscal year. In the event of cancellation due to unavailability of funds, Contractor will be reimbursed unamortized, reasonably incurred, non-recurring costs.

III. Compensation.

A. Compensation. Compensation for Services: This contract is a fixed firm price contract. Contractor shall receive compensation from GDOE for the Services as provided for in the **Contractor's Cost Proposal** attached herein as **Exhibit 2** to this Agreement and in the amount of **Five Million Six Hundred Ninety-Five Thousand Six Hundred Thirty-Six Dollars and Twenty Cents ($5,695,636.20)**, unless agreed upon in writing between the Superintendent of GDOE and Contractor's authorized representative and subject to the availability of funds.

Payment shall be made upon the completion of each service described herein and approval by GDOE of each invoice submitted by Contractor.

B. Expenses. Contractor shall be solely responsible for all expenses incurred in the performance of services under this Agreement unless otherwise expressly provided for herein.

C. No Compensation Prior to Approval of Agreement. GDOE shall not be liable to Contractor for any services performed by Contractor prior to full execution of this Agreement by all parties, and Contractor expressly waives any and all claims for services performed in expectation of this Agreement prior to its full execution.

D. Final Payment. Final payment shall be made upon satisfactory performance of all services required to be performed by Contractor under this Agreement. Prior to the final payment due Contractor, and as a condition precedent thereto, Contractor shall execute and deliver to GDOE a release in form approved by GDOE of claims against GDOE arising under this Agreement. Contractor expressly waives the provision of Section 82602 of Title 18, Guam Code Annotated, which states:

> *A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.*

E. Payment. All rates and prices and payments to the Contractor shall be in the currency of the United States.

IV. Early Termination.

A. By GDOE. GDOE reserves the right to cancel or terminate this Agreement prior to its completion for reasons including, but not limited to, the following:

(i) Termination without Cause: GDOE may terminate this Agreement, without cause, upon the delivery of written notice to the Contractor at least thirty (30) days prior to the intended date of termination;

(ii) Termination in the Best Interest of the Government of Guam: GDOE may terminate this Agreement based upon a determination that such termination is in the best interests of the Government of Guam by delivering a written notice of such termination to the Contractor and the effective date of such termination. Circumstances for termination under this clause include but are not limited to Contractor's successful completion of services under this Agreement to the satisfaction of GDOE.

(iii) Termination for Cause/Default: If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Procurement Officer may notify the Contractor in writing of the delay or non-performance and if not cured in ten days or any longer time specified in writing by the Procurement Officer, such

officer may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part the Procurement Officer may procure similar supplies or services in a manner and upon terms deemed appropriate by the Procurement Officer. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

(iv) Termination for Convenience. The GDOE procurement officer may, when the interests of GDOE so require, terminate this contract in whole or in part, for the convenience of GDOE. The procurement officer shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The procurement officer may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to GDOE. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as necessary to do so.

The Contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data to the extent required by 2 GAR §3118. If the Contractor fails to file a termination claim within one year from the effective date of termination, the procurement officer may pay the Contractor, if at all, an amount set in accordance with this section. The procurement officer and the Contractor may agree to a settlement provided the Contractor has filed a termination claim as required herein and the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by GDOE and the contract price of the work not terminated. Absent agreement of a settlement, the procurement officer shall pay the Contractor the following amounts: with respect to all contract work performed prior to the effective date of the termination, the total, without duplication of any items, of: (a) the cost of such work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amount paid or to be paid for completed portions of such work; provided that if it appears that the Contractor would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss; (b) cost of settling and paying claims arising out of the termination of subcontracts or orders pursuant to this clause. These costs must not include costs paid in accordance with subsection (a) above; (c) the reasonable settlement costs of the Contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontracts thereunder. The total sum to be paid the Contractor under this subsection shall not exceed the total contract price plus the reasonable settlement costs of the Contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies or materials under this section, and the contract price of work not terminated.

B. By Contractor.

(i) Termination for Cause: Contractor shall notify GDOE in writing of deficiencies or default in the performance of GDOE's duties under this Agreement. GDOE shall have twenty (20) days to correct the deficiency or cure the default, which period may be extended by Contractor (said extension not to be unreasonably denied). Upon 60 days' written notice of Contractor's termination of this Agreement for cause, the Contractor shall be entitled to payment, in accordance with Section III of this Agreement, for satisfactory services rendered up to the termination date and GDOE shall have no obligations to Contractor. The Contractor shall be obligated to continue performance of services, in accordance with this Agreement, until the termination date and shall have no further obligation to perform services after the termination date.

C. Termination/Modification for Lack of Funds. GDOE may terminate or modify this Agreement based upon a lack of funding. In such an event, GDOE shall promptly provide notice to Contractor and within twenty (20) days of the notice, the Parties shall renegotiate the terms of this Agreement in good faith. If the parties are unable to reach an agreement on the renegotiation, then either Party may terminate this Agreement pursuant to Section IV of this Agreement as applicable.

D. Preservation of Property. Notwithstanding any termination of this Agreement, and subject to any directions from GDOE, the Contractor shall take timely and reasonable and necessary action to protect and preserve the property in the possession of Contractor in which GDOE has an interest.

E. Additional Provisions. In the event that either party effects an Early Termination, it is expressly provided that GDOE may issue a new Request for Proposal with respect to such terminated services. This provision shall not be deemed an admission or waiver of any rights and defense with respect to rights of either Party under this Agreement, including but not limited to, either Parties' rights to assert damages for breach of Agreement.

V. Contact Person. The Contractor agrees that, during the term of this Agreement, it shall identify a primary contact person who is familiar with the services being performed hereunder and who shall be responsible to the questions and direction of GDOE. The contact person must be identified in writing within thirty (30) days after full execution of this Agreement by all parties. GDOE reserves the right to request replacement of the contact person designated by the Contractor under this Agreement.

VI. Confidentiality.

A. Information. The Contractor hereby warrants that it shall not disclose any documents, materials or information, whether verbal, written, electronic or digital media or otherwise (collectively, the "Information"), made available or acquired for the purpose of carrying out this Agreement. Only authorized persons shall use and have access to the Information, and then only for the period such access is required to perform services under this Agreement. All

necessary steps shall be taken by the Contractor to safeguard the confidentiality of the Information in conformance with any applicable United States and Guam laws, statutes and regulations.

The Contractor shall keep copies of the Information and the provisions of this Section shall remain in effect as long as determined by GDOE. All of the Information shall be returned promptly after use to GDOE and all copies or derivations of the Information shall be physically and/or electronically destroyed. Contractor shall include a letter attesting to the complete return of Information and documenting the destruction of copies and derivations with the returned Information.

The Contractor shall not enter into any Agreements or discussions with a third party concerning such Information without the prior written consent of GDOE, and then only if the Contractor requires the third party(ies) to agree to the terms of the confidentiality set forth herein and the Information is provided to such third party(ies) only for purposes of enabling the Contractor to discharge its responsibilities under this Agreement.

It is specifically provided that the limitations contained in this paragraph A shall not apply (i) to the extent required by applicable law, (ii) to the extent that any Information is now or hereafter becomes part of the public domain, but only to the limited extent that such Information, or any portion thereof, is in the public domain not as a result of any breach or violation of this Agreement, or (iii) to the extent that a party is directed otherwise under the terms of a valid and effective order, issued by a court of competent jurisdiction.

B. Liability. Failure to comply with the provisions of Paragraph A shall subject the Contractor to liability, including all damages and injunctive relief.

VII. Conflicts of Interests/Ethics

A. The Contractor warrants and covenants that it has not violated and will not violate Guam's procurement law or regulations pertaining to ethics in public contracting.

B. It is expressly understood that breach of any of the covenants or warranties in this Section on the part of the Contractor is a material breach of this Agreement and shall entitle GDOE to immediately terminate this Agreement. Contractor agrees that in the event of a breach or violation of this Section, GDOE shall have the right to terminate this or any other Agreement with the Contractor without liability.

C. Notwithstanding the provisions contained in this Agreement with regard to the assignment or subcontracting of any work under this Agreement, Contractor agrees that with respect to any subcontractor it engages to perform any work contemplated by this Agreement that any Agreements it enters into with such subcontractor(s) will include provisions which parallel this Section VII and shall require any subcontractor to execute a statement of no conflict of interests to GDOE and provide such statement to GDOE.

VIII. Waiver. No waiver by any party of any right on any occasion shall be construed as a bar to or waiver of any right or remedy on any future occasion.

IX. Severability. If any provision of this Agreement shall be held or deemed by a court of competent jurisdiction to be invalid, inoperative or unenforceable, the remaining provisions herein contained shall nonetheless continue to be valid, operative and enforceable as though the invalid, inoperative or unenforceable provision had not been included in the Agreement.

X. Survival of Warranties. All representations, warranties, agreements, covenants and obligations in this Agreement shall be deemed to have been relied upon by the other party, and shall survive the completion of this Agreement and shall not merge in the performance of any obligation by any party hereto.

XI. Fees and Expenses. Each of the Parties shall bear its own expenses in connection with the negotiation and consummation of the transactions contemplated by this Agreement.

XII. Notices. All invoices, reports, correspondence, notices, requests, demands and other communications hereunder shall be in the English Language, in writing. All notices required to be given under this Agreement by either party to the other may be effected by personal delivery, or by mail (registered or certified, postage, prepaid with return receipt requested). Notices delivered personally shall be deemed communicated as of actual receipt. Mailed notices shall be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first. Notices shall be addressed and delivered to the parties as follows, provided that each party may change the address by giving the other party written notice in accordance with this section:

TO GDOE: GUAM DEPARTMENT OF EDUCATION
Attention: ADMINISTRATOR
Office of Supply Management
501 Mariner Avenue
Barrigada, Guam 96913

With a copy to GDOE's Legal Counsel of Record.

TO CONTRACTOR: **TANIGUCHI RUTH MAKIO ARCHITECTS**
P.O. BOX EA, Hagatna, Guam 96932

XIII. Assignment/Subcontractors. It is expressly acknowledged that Contractor is solely responsible for the fulfillment of its duties and obligations under this Agreement, regardless of whether or not Contractor utilizes one or more subcontractors for such purpose. The right and interest of Contractor under this Agreement (including, but not limited to, Contractor's right to or interest in any part of or all payments under this Agreement) may not be assigned, transferred or subcontracted to any other person, firm, corporation or other entity, whether by agreement, merger, operation of law or otherwise, without the prior, express written consent of

GDOE. In the event of a permissive subcontract or assignment of this Agreement by Contractor, Contractor agrees that any subcontractors retained by Contractor or assignees shall be subject to all provisions of this Agreement.

XIV. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of the Parties hereto and their respective successors, assigns and transferees, except as otherwise provided for under the terms of this Agreement.

XV. Scope of Agreement. This Agreement and its attachments, the RFP, and Proposal collectively: (i) supersede any and all other Agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and (ii) contain all of the covenants and Agreements between the Parties with respect to such subject matter in any manner whatsoever. The Contractor and GDOE each acknowledge that no representations, inducements, promises or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in the Agreement shall be valid or binding.

XVI. Captions. All Section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the content of the Agreement.

XVII. Counterparts. This Agreement may be executed in counterparts, all of which taken together shall be deemed one original.

XVIII. Governing Law and Forum Selection. Except to the extent U.S. federal law is applicable, the laws and regulations of Guam shall govern the interpretation, effect, and validity of this Agreement. Any court action shall be exclusively in Guam.

XIX. Compliance with Laws.

A. In General. The Contractor shall comply with all U.S. and Guam laws, statutes, regulations and ordinances applicable to this Agreement. The Contractor represents and warrants that it is fully licensed to do business in Guam to render the services to be provided herein.

B. Non-Discrimination in Employment. The Contractor agrees: (i) not to unlawfully discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap; (ii) to include a provision similar to that contained in subsection (i) above in any subcontract or assignment agreement except a subcontract for standard commercial supplies or raw materials; and (iii) to post and to cause subcontractors and/or assignees to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause. Contractor shall comply with all conditions and requirements of Guam Law, including but not limited to Title 22 Chapter 5 Guam Employment Relations Act of the Guam Code Annotated (GCA).

C. Family and Educational Rights and Privacy Act.

Contractor acknowledges that certain information about GDOE students may be considered Education Records and that this information must be confidential by reason of the

Family and Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, and related regulations (collectively referred to as "FERPA"). Both parties agree to protect these records in accordance with FERPA and any relevant GDOE policy or standard operating procedure. Contractor represents, warrants, and agrees that it will: (1) hold the FERPA Records in strict confidence and will not use or disclose the FERPA Records except as (a) permitted or required by the Contract, (b) required by law, or (c) otherwise authorized by GDOE in writing; (2) safeguard the FERPA Records according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which Contractor protects its own confidential information; and (3) continually monitor its operations and take any action necessary to assure that the FERPA Records are safeguarded in accordance with the terms of the Contract. Contractor agrees to provide GDOE with a written summary of the procedures Contractor uses to safeguard the FERPA Records.

Contractor will have procedures and solutions implemented to prevent unauthorized access, and the procedures will be documented and available for GDOE to review on request. Those employees allowed to send data and receive data to and from the Contractor must be identified and sign a non-disclosure agreement.

Accidental exposures of data covered by the Contract to unauthorized persons will result in the Contractor notifying GDOE within four (4) hours of discovery; failure to do will be considered a material breach of the Contract. Notification to those whose data have been exposed will occur, at Contractor's sole expense, by GDOE.

Within thirty (30) days after the termination or expiration of the term of the Contract for any reason, Contractor shall either: (a) return or destroy, as applicable, all sensitive data, including any data protected under FERPA, provided to the Contractor by GDOE, including all sensitive data, including any data protected under FERPA, provided to Contractor's employees, subcontractors, agents, or other affiliated persons or entities; or (b) in the event that returning or destroying the sensitive data, including any data protected under FERPA, is not feasible, provide notification of the conditions that make return or destruction not feasible, in which case, the Contractor must continue to protect all sensitive data, including any data protected under FERPA, that it retains and agree to limit further uses and disclosures of such data to those purposes that make the return or destruction not feasible as Contractor maintains such sensitive data, including any data protected under FERPA.

Contractor's computer(s) must be protected by acceptable industry practices for antivirus, firewalls, and network and system intrusion detections systems, which may be periodically tested by GDOE personnel.

XX. Retention and Access to Records and Other Review. The Contractor, including subcontractors, if any, shall maintain all books, documents, papers, accounting records and other evidence pertaining to the services performed and costs incurred, and to make such materials available at its respective offices at all reasonable times during the Agreement period and for six (6) years from the date of the final payment under the Agreement, for inspection by GDOE. GDOE agrees to comply with reasonable requests of Contractor to provide access to all documents

and GDOE property reasonably necessary to the performance of Contractor's services under this Agreement. The conditions of this section shall be placed in any subcontract or assignment arising under this Agreement.

XXI. Liability.

A. GDOE not Liable. GDOE assumes no liability for any accident, loss, claim, judgment, action or injury that may occur to the Contractor and/or the Contractor's officers, directors, agents, servants, subcontractors and/or employees, and/or to the personal property of any such person or entity, arising out of the performance of services under this Agreement except to the extent caused or contributed to by the negligent act or omission of GDOE. In addition, no Board member, officer, agent, or employee of GDOE shall be liable personally under or by reason of this Agreement or any of its provisions. In addition, GDOE assumes no liability for any accident or injury that may occur to Contractor's officers, directors, employees, agents, or dependents while traveling to and from Guam in furtherance of this Agreement.

XXII. Delays, Extensions and Suspensions. GDOE unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of GDOE. The Contractor agrees to prosecute the work continuously and diligently apart from those periods of suspension, delay or interruption. Except as otherwise agreed to by the Parties, reasonable time extensions for the performance of Contractor's services will be granted only for excusable delays that arise from causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, acts of the public enemy, acts of the Government of Guam or the Government of the United States in either its sovereign or contractual capacity, acts of another contractor in the performance of an agreement with the Government of Guam, fires, floods, typhoons, earthquakes, epidemics, quarantine restrictions, strikes, freight, or embargoes.

XXIII. Modifications including those Due to Public Welfare, Change in Law or Change in Marketing Conditions. GDOE shall have the unilateral power to modify the Agreement at any time subject to the written agreement of Contractor. GDOE shall have the power to make changes in the Agreement and to impose new rules and regulations on the Contractor under the Agreement relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare or due to a change in law. GDOE shall

give the Contractor notice of any proposed change in the Agreement and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor. In the event GDOE materially alters the obligations of the Contractor, or the benefits to GDOE, then the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of the Contractor, then the Contractor or GDOE shall be entitled to an adjustment in the rates and charges established under the Agreement. Contractor shall be entitled to terminate this Agreement rather than accept modified terms. Nothing contained in the Agreement shall require any party to perform any act or function contrary to law. GDOE and the Contractor agree to enter into good faith negotiations regarding modifications to the Agreement, which may be required in order to implement changes in the interest of the public welfare or due to changes in law. When such modifications are made to the Agreement, GDOE and the Contractor shall negotiate in good faith a reasonable and appropriate adjustment for any changes in services or other obligations required of the Contractor directly and demonstrably due to any modification in the Agreement under this clause.

XXIV. Independent Contractor and its Employees.

A. Status of Contractor. The Contractor and its officers, agents, servants, subcontractors and employees are independent contractors performing professional services for GDOE, and are not employees of GDOE. The Contractor and its officers, agents, servants and employees shall not accrue vacation or sick leave, participate in the Government of Guam retirement system, insurance coverage, bonding, use of government vehicles or any other benefits accorded to Government of Guam employees as a result of this Agreement. Contractor agrees that Contractor and its aforementioned employees, officers, directors, agents, servants, and subcontractors are not and will not become an employee, officer or Board member of GDOE at any time during the duration of this Agreement, and will otherwise comply with the provisions of the Guam Procurement Law regarding ethics in public contracting (Title 5 Guam Code Annotated, Chapter 5, Article 11, and its associated rules and regulations). Nothing in this Agreement or any action taken under this Agreement shall be deemed or construed in any manner or for any purpose to evidence or establish as between Contractor and GDOE a relationship of partnership, agency, association, joint, venture or representative, nor does this Agreement authorize any party to undertake or bind any obligation or responsibility on behalf of the other party. In addition, there shall be no withholding of taxes by GDOE for the Contractor.

B. Liability. The Contractor assumes responsibility for its personnel and subcontractors providing services hereunder and will make all deductions and payments for social security and withholding taxes and for contributions to employment compensation funds, or any other payments required by the governments of the U.S. and Guam, if required. Contractor is responsible for paying when due any and all income taxes, gross receipts taxes, or any other taxes or assessments incurred as a result of the services performed by the Contractor and Contractor's employees or agents under this Agreement or the compensation paid to Contractor for services performed under this Agreement. Furthermore, Contractor shall maintain at the Contractor's expense all necessary insurance for its employees including but not limited to Worker's Compensation, Errors and Omissions, and liability insurance for each employee as required under

U.S. and Guam Law and the mandates of the underlying RFP to this Agreement. Contractor agrees to hold harmless and indemnify GDOE, its officers, directors, employees, agents, representatives, successors and assigns, for any and all claims, demands, costs, losses, fees, penalties, interest, or damages, including attorney's fees, which may be brought or asserted due to (i) any injury, death, or property damage arising from the negligence or other wrongful or tortuous acts of Contractor or Contractor's employees, officers, contractors, directors, agents, representatives, successors, or assigns, or (ii) Contractor's failure to comply with terms of this subparagraph B.

C. Wage and Benefits Compliance. Contractor warrants it shall comply with all applicable federal and local laws, rules, and regulations regarding the payment of minimum wages and benefits, in particular in accordance with the Wage Determination for Guam issued and promulgated by the U.S. Department of Labor and with Guam Public Law 26-111. Contractor assumes all liability for, and hereby indemnifies GDOE from, any violation of any applicable law, rule, or regulation relating to the payment of wages or benefits.

XXV. Disclosure. The Contractor hereby represents that it has disclosed to GDOE all matters regarding Contractor which if not disclosed to GDOE would materially affect GDOE's decision to enter into this Agreement with Contractor.

XXVI. Disposition of Property and Materials; Intellectual Property Rights.

A. All plans, outlines, briefs, memoranda, studies, reports, analyses and all other work product and materials incidental or otherwise ("Work Product") which are produced by reason of this Agreement shall be and remain the property of GDOE, regardless of whether Contractor is in possession of such Work Product, and may be used by GDOE without permission from Contractor and without any additional costs to GDOE. GDOE understands and acknowledges that Contractor, through its employees, has knowledge, experience and expertise in performing work and analysis of the type to be provided under this Agreement, which has been acquired over a substantial number of years prior to entering into this Agreement ("Contractor Background Intellectual Property"). Contractor shall retain all rights to such Contractor Background Intellectual Property. Nothing in this Agreement shall confer any right to GDOE to acquire by assignment or license, exclusive ownership or use of Contractor Background Intellectual Property.

B. All Work Products, including any and all intellectual property rights in said Work Product, arising out of the Agreement shall be the sole and exclusive property of GDOE. Contractor explicitly acknowledges that GDOE possesses exclusive rights to the Work Product arising out of this Agreement. Contractor shall not use or permit others to use in any way or form the Work Product without the express written consent of GDOE.

XXVII. Mandatory Representations by Contractor:

A. **Persons Convicted of Sex Offense.** Contractor warrants that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 Guam

Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of Contractor while on government of Guam property, with the exception of public highways. If any employee of Contractor is providing services on government property and is convicted subsequent to an award of a contract, then Contractor warrants that it will notify GDOE of the conviction within twenty-four hours of the conviction, and will immediately remove such convicted person from providing services on government property. If Contractor is found to be in violation of any of the provisions of this paragraph, then GDOE will give notice to Contractor to take corrective action. Contractor shall take corrective action within twenty-four (24) hours of notice from GDOE, and Contractor shall notify GDOE when action has been taken. If Contractor fails to take corrective steps within twenty-four (24) hours of notice from GDOE, then GDOE in its sole discretion may temporarily suspend this agreement.

B. **Gratuities and Kickbacks.** Contractor warrants it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 §11107.

C. **Contingent Fees**. Contractor warrants it has not retained a person to solicit or secure this 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.

D. **Ethical Standards.** Contractor warrants 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 of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

XXVIII. Disputes.

a. In accordance with Guam procurement law, all controversies between the territory and the Contractor which arise under, or by virtue of, this contract and which are not resolved by mutual agreement, shall be decided by the GDOE procurement officer in writing, within 60 days after written request by the Contractor for a final decision concerning the controversy; provided however that if the procurement officer does not issue a written decision within 60 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as if an adverse decision had been received. The procurement officer shall immediately furnish a copy of the decision to the Contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless fraudulent, or the Contractor brings an action seeking review of the decision before the Guam Office of Public Accountability. The Contractor shall comply with any decision of the procurement officer and proceed diligently with performance of this contract pending final resolution by the Office of Public Accountability or the Superior Court of Guam of any controversy arising under or by virtue of this contract, except where there has been a material breach of the contract by GDOE; provided, however, that in any event the Contractor shall proceed diligently with the performance of the

contract where GDOE has made a written determination that continuation of work under the contract is essential to public health and safety.

b. Any disputes for expenses incurred in reliance upon this Agreement shall be subject to the Government Claims Act found at Title 5, Guam Code Annotated, Chapter 6.

XXIX. Attachments, Exhibits, Schedules, and Entire Agreement. This Agreement, including its Attachments, Exhibits and Schedules, constitutes the entire Agreement and supersedes all prior written or oral understandings. No Agreement, oral or written, expressed or implied, has been made by any party hereto, except as expressly provided herein. All prior Agreements and negotiations are superseded hereby. This Agreement and any duly executed amendments hereto constitute the entire Agreement between the Parties hereto.

XXX. Computation of Time. Whenever this Agreement provides for a time period of ten (10) days or less days, weekends and Government of Guam holidays are not included in the computation. When this Agreement provides for a time period of over ten (10) days, weekends and Government of Guam holidays are to be included in the computation.

XXXI. Partial Invalidity. If any provision of this Agreement shall be deemed by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue to be in full force and effect.

XXXII. Amendments/Modifications. Any amendment or modification to this Agreement will be effective only if it is in writing and signed by both parties.

A. Changes To Work. Any modifications to the services or equipment to be delivered pursuant to this Agreement, and the compensation therefor, may be made by a written Change Order signed by an authorized representative of GDOE and Contractor. A Change Order may only be made on the conditions that the work to be performed by a Change Order is not inconsistent with the scope of work under this Agreement, and that where there is an increase in the costs for services, GDOE shall certify in writing that funds are available for the increased costs prior to such Change Order becoming effective.

B. Extension of Time to Perform Services. This Agreement may be modified to extend time for Contractor to perform services upon writing signed by GDOE and Contractor. A modification to extend time to perform services under this Agreement may only be made on the condition that such modification shall not increase the costs for services hereunder.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year appearing below their respective signatures.

GUAM DEPARTMENT OF EDUCATION:

JON J.P. FERNANDEZ
Superintendent of Education

Date: SEP 11 2020

TANIGUCHI RUTH MAKIO ARCHITECTS:

By: PRES. MAKIO MAKIO
Its: PRESIDENT

Date: 9/10/2020

GUAM DEPARTMENT OF EDUCATION:

JAMES L.G. STAKE
Legal Counsel

Date: 09/10/20

CERTIFIED FUNDS AVAILABLE:

Digitally signed by: IDSAL
DN: CN = IDSAL email = idsalupan@gdoe.net O = ADO = GDOE OU = Certifying Officer
Date: 2020.09.10 18:01:54 +10'00'

CERTIFYING OFFICER
Department of Education

Date: 9/10/2020

Requisition No. 20200153
AMOUNT: $5,695,636.20

REVIEWED BY:

CARMEN T. CHARFAUROS
Supply Management Administrator

Date: 9/10/2020

APPROVED AS TO FORM AND LEGALITY:

LEEVIN T. CAMACHO
Attorney General of Guam

Date: 9/28/20

APPROVED:

LOURDES LEON GUERRERO
Governor of Guam

Date: 9/30/2020

19-0724 DOE

RECEIVED
09/21/20
OFFICE OF THE ATTORNEY GENERAL
SOLICITORS DIVISION

AGREEMENT BETWEEN THE GUAM DEPARTMENT OF EDUCATION AND TANIGUCHI RUTH MAKIO ARCHITECTS FOR SERVICES PURSUANT TO GDOE RFP006-2020

EXHIBIT 1

GDOE RFP 006-2020 and all Amendments

(Referenced on page 1 of 15)

ARCHITECTURAL AND ENGINEERING SERVICES FOR THE NEW SIMON SANCHEZ HIGH SCHOOL

Request for Proposal

No. 006-2020

Guam Department of Education
Supply Management Office
501 MARINER AVENUE, SUITE 116
BARRIGADA, GUAM 96913
T: +1 (671) 475-0438 / +1 (671) 300-1581
F: +1 (671) 472-5001
www.gdoe.net/procurement

CARMEN T. CHARFAUROS
Supply Management Administrator

TABLE OF CONTENTS

Section 1 - REQUEST FOR PROPOSAL (RFP) TIMELINE 3

Section 2 - PROJECT DESCRIPTION 4

Section 3 - GENERAL INSTRUCTIONS AND GENERAL INFORMATION 12

Section 4 - TERMS AND CONDITIONS 20

Section 5 - FORMS REQUIRED IN RESPONSE TO RFP 23

Section 6 - ATTACHMENTS 26

Section 1 - REQUEST FOR PROPOSAL (RFP) TIMELINE

1.1. REQUEST FOR PROPOSAL (RFP) TIMELINE

DATE	ACTIVITY	TIME
Friday, December 13, 2019	RFP Issuance	8:00 a.m Chamorro Standard Time (ChST)
Wednesday, December 18, 2019	Pre-Proposal Conference and Site Visit	9:00 a.m. Chamorro Standard Time (ChST)
Thursday, December 26, 2019	Deadline for Submission of Written Questions	3:00 p.m. Chamorro Standard Time (ChST)
Friday, January 03, 2020	Deadline for GDOE Response to Written Questions	5:00 p.m. Chamorro Standard Time (ChST)
Monday, January 13, 2020	Deadline for Submission of Proposal	3:00 p.m. Chamorro Standard Time (ChST)

Request for Proposal (RFP) packages may be obtained at the GDOE's Office of Supply Management in Barrigada, Guam between 8:00 a.m. and 5:00 p.m. from Monday through Friday, excluding holidays. The RFP may also be downloaded at the GDOE's website at www.gdoe.net/procurement. Deadline for submission of all proposals is 3:00 p.m. Chamorro Standard Time (ChST), Monday, January 13, 2020. A non-refundable fee of $10.00 (cash only) is required upon pick-up.

Section 2 - PROJECT DESCRIPTION

2.1. PROJECT TITLE

GDOE RFP 006-2020
ARCHITECTURAL AND ENGINEERING SERVICES FOR THE NEW SIMON SANCHEZ HIGH SCHOOL

2.2. PURPOSE

The Guam Department of Education (GDOE/Owner) is soliciting proposals from qualified firms to provide Architectural and Engineering (A&E) Services and Owner Agent Engineer (OAE) Services to initiate the planning of the new Simon Sanchez High School as mandated by P.L. 34-101 and as reflected in 5GCA, CH 58D §58D105. The selected firm will perform as GDOE's A&E Design Representative, providing design and construction administration services and as GDOE's OAE for the administrative coordination of the predevelopment phases and plans of this project.

The new Simon Sanchez High School Facility shall be designed and constructed in two stages. Stage one shall consist of the design of the new school within the "unoccupied" area of the 113,688sm (28.09 Acre) Property (Lot 7022-2). Stage two shall consist of a demolition design of the existing campus (excluding the cafeteria) and a design of the new sports facility. The Firm shall develop design plans with construction sequences to ensure continuous undisturbed operation of the existing Simon Sanchez High School Facility during the entire project duration to include the timing and sequence for the demolition of the existing building and construction of the new sports facility. Construction cost of the new school facility will be discussed with the Most Qualified Offeror during the negotiations phase.

Term of Service will be based on the pre-development, design phase, construction, and the one-year construction warranty period not to exceed five years.

The Firm must possess a 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 Firm must maintain a local office inclusive of subs, must be properly insured and licensed to practice architecture and engineering in Guam and must maintain Professional Liability Insurance for the duration of the project.

A&E services shall be performed by an independent party on a standalone basis. A&E Services shall be independent from the Construction Management Services (CM) and shall not self-perform any services of the CM or be allowed to bid on any CM work. This includes the prohibition of any direct or indirect relationship with the Construction phase.

2.3. PROJECT DESCRIPTION

Prospective Offeror(s) must be fully aware of the services GDOE is seeking and must have the capabilities to execute the scope of service and the required deliverables stated herein. Section 2.3.2 to §2.3.2.4 identifies performance expectations for design deliverables at each phase of the design lifecycle. The design phase can be classified as (1) Conceptual Design (30 percent design completion); (2) Preliminary Schematic Design (60 percent completion); (3) Design Development (90% completion); (4) Final Design (100 percent completion). The following table identifies the sections and the corresponding percentages.

2.3.2.1 Research, Programing and Concept Design Phase ---------- 30%
2.3.2.2 Preliminary Schematic Design Phase ---------- 60%
2.3.2.3 Design Development Phase ---------- 90%
2.3.2.4 Final Construction Design, Construction Documentation, Permitting And Bidding Phase Preparation ----- 100%

The Firm shall serve as the primary designer, the administrative consultant and the representative to the owner (GDOE) and shall implement and coordinate the planning, design and construction administration services for the new Simon Sanchez High School. Services shall also include coordination with educational staff and key stakeholders in the predevelopment preparation of the design, construction, project phase schedule, cost estimates, preliminary studies, schematic design documents, preliminary plans and outline specifications, completion of working drawings, detailed specifications, large scale and full size detail drawings and the drafting of construction bid proposal as well as other relevant proposals as directed by the owner.

The Firm will be tasked to provide architectural and engineering services, which include civil, structural, mechanical, electrical, plumbing, fire protection, physical and electronic security systems as well as other authorized specialty services as deemed appropriate throughout the contract term.

A complete certified survey property map that depicts written metes and bounds description, topography and a scaled property plot plan will be provided to the Firm.

Any person, corporation, partnership, or association providing services under the heading of 'Firm' shall be required to have the following services performed by engineers, architects duly registered in the Territory of Guam. Such services shall fall under the broad definition of engineering and architecture.

The Firm is anticipated to conduct the following (but not limited to) proposed services as required:

- Site investigations
- Environmental Review
- Geotechnical Service
- Off-Site Utilities considerations
- Site improvement assessments
- Preparation of construction drawings, specifications and cost estimates
- Facility assessment reports
- Contractor material submittal review and approval
- Construction as-built drawings preparation
- Development of Furniture, Fixtures & Equipment (FF&E) needs
- Development of Capital Maintenance Program (5GCA Ch.58D)

2.3.1. GENERAL REQUIREMENTS

At minimum, the Firm will be responsible for the following tasks (in no particular order):

A. Meet and collaborate with the owner, and educational staff (key stakeholders) to review the goals and objectives of the project. This will involve engaging with GDOE Management, GDOE Simon Sanchez planning committee and Key Stakeholders in the prerequisites of designing the new campus.
B. Work with key stakeholders to develop designs that meet the educational specifications and programmatic needs while fully complying with building codes and maximizing cost.
C. Continual review of design documents and confirm conformance to the approved project budget.
D. Perform 30%, 60%, 90% and 100% operability and maintainability reviews to assess whether the design meets GDOE's requirements. As needed, the review will include recommended steps for keeping current campus facility operational during construction.
E. Engage GDOE and key stakeholders in the review process and keep them informed of critical milestone risks and potential risks to project objectives.
F. Prepare and manage the FF&E process with GDOE and Stakeholders to include identification of FF&E items, specifications, and quantity. This includes the organization of Owner Furnished Contractor Installed (OFCI), Contractor Furnished Contractor Installed (CFCI) FF&Es.
G. Organize regularly scheduled project team meetings with the Owner.
H. Prepare multiple Conceptual Design options, including preliminary programming, floor plans, elevations, site plans, alternative materials, systems recommendations, including life-cycle maintenance and energy efficiency.
I. Provide technical and constructability reviews of the design percentages at 30%, 60%, 90% and 100%.
J. Prepare Schematic Designs in CAD format to define and address all requirements determined from the conceptual designs as required in order to communicate the scope and intent of the work and to estimate cost.
K. Prepare Design Development plans and specifications to further define the details of the project as required and to update the estimated cost.
L. Prepare Construction Documents including detailed plans, specifications and bidding documents that clearly define the character, quality and quantity of work to be constructed for all disciplines.
M. Assist the Owner in Bid Package development for the finance and construction of the new Simon Sanchez High School to include specifications and scope of work/services development for financing and construction to include the analysis of submissions, conduction of pre-award conferences, and assist the negotiation committee as needed in the technical aspects of offers and other related activities as required by the owner.
N. Prepare progress and photo reports, record keeping, and other reports requested by the Owner.
O. Conduct site visits at intervals appropriate to the stage of construction.
P. Attend and participate in all Guam Education Board (GEB), Legislative Work Sessions/Meetings/Oversight Hearings, and Key Stakeholder Committee Meetings pertaining to the development of the New Simon Sanchez High School. This includes preparation of all documentation, presentations, Design and Construction Status and other necessary information to provide general understanding to the target audience.

Q. Include all requirements of other agencies as applicable (flood management, hazardous materials testing and remediation, etc.).
R. Perform as Commissioning Agent during construction and close-out phases.
S. Work with Construction Manager (CM) during design, construction and close-out phases.
T. Prepare a Capital Maintenance Program (5GCA, CH 58D, 58D106 (c)).
U. Perform all other related work as required by the Owner.

2.3.2. DETAILED SCOPE OF SERVICES

2.3.2.1. RESEARCH, PROGRAMMING AND CONCEPT DESIGN PHASE

This establishes overall direction for the Project, identifies participants and their defined roles and responsibilities, defines communication protocol and decision-making procedures, and establishes budget and schedule guidelines.

A. Research

1. Identify high level vision, goals, and objectives for the Project by conducting visioning/programming workshop(s) and interviews with the owner and key stakeholders.
2. Identify and document space and program needs to support efficient operations.
3. Identify energy efficient methods to support efficient operations.
4. Define strategies and available/required research to support these requirements.
5. Coordinate and attend site visits with key members of your design team to tour comparable existing facilities if the Owner elects to do so during this phase. Facilities will be collaboratively selected together with Owner's team.

B. Programming and Conceptual Design

1. The Firm shall review and utilize any relevant existing information available in all work performed, except that, the Firm shall be responsible for verifying any information prior to utilization. The Firm shall prepare and present conceptual design to demonstrate understanding of the conceptual program and propose ideas and options about appropriate design solutions.
2. The Firm shall coordinate and document square footage requirements of the spaces for the functions and program elements. At the conclusion of this phase, the Firm shall submit several conceptual plans and architectural program to the Owner for review, selection, and approval as the base for moving forward into Schematic Design. The Firm shall also submit a letter of concurrence and/or acceptance of the current and/or revised program.
3. The Firm shall develop and utilize space adjacency diagrams to demonstrate the relationship between spaces. The Firm shall develop and review the program thoroughly and recommend appropriate adjustments. Updates to the program shall be clearly documented tracking where changes are made and submitted to the Owner for final approval.
4. The Firm shall compile a preliminary list of specialized equipment and FF&E's. The list shall delineate the needs and objectives.
5. The Firm shall furnish all program verification information and preliminary list of specialized equipment, FF&E's and a detailed Project budget to the Owner.
6. The new Simon Sanchez High School is anticipated to accommodate a student capacity of up to 2,300 students and may contain up to 122 classrooms. The Firm shall compile all relevant information gathered from research and collaborations with the owner and key stakeholder to determine the concept design. The information gathered may result in student capacity and classroom quantity reduction. The new school facility may consist of but is not limited to the following:
   a. 122 Classrooms
   b. Administrative and Student Support Offices
   c. Cafeteria
   d. Gymnasium
   e. Library
   f. Fine Arts Auditorium
   g. Multi-purpose Room
   h. Courtyard/Rotunda
   i. Staff and Student Parking
   j. Outdoor Sports Facilities
      - Track and Field
      - Multi-Sport Football/Soccer Field
      - 8 Lane Running Track
      - Baseball and Softball Fields

C. Phasing, Demolition and Grading Plans

The Phasing, Demolition, and Grading Plans will include:

1. Site Plan clearly delineating the area of work, phasing strategy and demolition extent of Stage One and Stage Two of the New School Facility.
2. Demolition and Grading plans with a statement of work clearly specifying the scope of Work included ensuring continuous undisturbed operation of the existing School Facility during the entire project duration, and the timing and sequence for the demolition of the existing campus buildings.
3. Integration of site remediation plans and specifications prepared with environmental consultant.

In addition, the Firm will be responsible to coordinate and submit all required documents for the initial grading permit to Authorities Having Jurisdiction (AHJ) as well as the following:

1. Completion of the permit application form and obtaining permit approval with the Guam Department of Public Works Building Permit Section and any other applicable AHJ's as required.
2. Coordination of the remediation, demolition and grading plans with the structural plans/details and Geotechnical report recommendations.

2.3.2.2. PRELIMINARY SCHEMATIC DESIGN PHASE

This phase will define the overall design for the Project, provide a baseline through Design Development, and serve as a beginning template for the final Construction Documentation. The Firm will work with the Owner to develop schematic plans and 3D drawings to visualize the design. Initial plans and 3D design will address such issues as orientation, interior program needs, sightlines, building access, circulation, and code/regulatory requirements, etc.

The Construction Management (CM) will be selected during early design stages. Upon selection of the CM the Firm shall organize in collaboration with the Owner and CM a partnering workshop for all relevant stakeholders to establish the collaboration process and project communication protocol to facilitate successful delivery of the Project.

This phase 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. 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. The Firm shall coordinate with the CM to develop a preliminary cost model based on the schematic design for pre-construction reviews.

A. Mechanical Electrical Plumbing (MEP) Engineering Design

The MEP engineers on the team shall develop a complete integral design to achieve energy and cooling efficiency as required on the Project, including but not limited to the HVAC, electrical, domestic plumbing, sanitary sewer, roof drainage, and fire protection systems. The MEP engineers will coordinate heating, cooling and lighting loads incorporating high efficiency energy measures and taking into consideration the exterior skin design and orientation during the design. The MEP engineers shall where possible design for automated controls to minimize the amount of energy required to cool and light up the building, and investigate into the potential of taking advantage of natural ventilation and automatic dimming of electric lighting based on the amount of available daylight. The MEP engineers shall also be responsible for coordinating with the subcontractors for utility service connections for new site and building services.

B. Analysis of Structural Systems

Develop an analysis of structural system options for the Project, considering availability of materials, lead times, cost, and schedule. This task includes a deliverable in the form of a description of alternatives, and a cost analysis of various structural systems.

C. Acoustics

Develop acoustical requirements in conformance with Local and Federal and other applicable regulations for all spaces within the Project. Provide recommendations on criteria to the Owner and strategies for ensuring that criteria have been achieved. Provide plan for integrating acoustical requirements into the final bid documents and for overall quality control plan to ensure that acoustical criteria are achieved.

D. **Security**

Develop security concepts for both physical and electronic systems, and review with the Owner and relevant stakeholders. Establish a quality control plan to ensure that the security requirements are achieved, and that the Owner and relevant stakeholders have an active role in reviewing the security design from concept through construction, commissioning, and transition.

E. **Other Schematic Design Tasks**

1. Organize in collaboration with the Owner and CM a partnering workshop for all relevant stakeholders to establish the collaboration process and project communication protocol to facilitate successful delivery of the Project.
2. Coordinate/lead design presentations to Guam Education Board (GEB), Legislative Work Sessions/Meetings/Oversite Hearings, and Key Stakeholder Committee Meetings and the public as required.
3. Gather, coordinate site information needed to support the design e.g. soil condition, topography, flood plains, utilities, etc. Resolve site issues.
4. Identify applicable codes and Authorities Having Jurisdiction for approvals on the Project to include coordination of preliminary reviews. Assist in obtaining necessary approvals from these agencies to include the application of 1GCA Chapter 8, Article 2 Arts in Public Buildings and Facilities.
5. Coordinate work of all other specialists either as sub-consultants or consultants as required to successfully complete the Project.
6. Research and develop strategy for applicable energy-saving programs (e.g. Savings by Design, photovoltaic rebate, etc.) Assist the Owner to register the Project for applicable programs.
7. Obtain written approval from the Owner on the final Schematic Design package before proceeding to Design Development Phase.

2.3.2.3. DESIGN DEVELOPMENT PHASE

The Firm shall work closely with the Architectural, Structural, Civil and MEP engineers to provide detailed Design Development documents as required to fix and describe the size and character of the entire Project as to civil, landscape, architectural, structural, mechanical, plumbing, electrical, fire sprinkler, fire alarm and other applicable building systems, materials, and other such elements as may be appropriate to establish the exact character for the final design. At the end of this phase, at a minimum the following should be finalized and defined:

A. A fully coordinate design 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.
B. Final floor plans indicating wall types (to establish materials, fire rating, full/ceiling heights and acoustical rating, etc.), exterior and interior elevations (to show openings, doors and glazing systems, etc.), wall and building sections, and construction details.
C. Interior Space/Furniture Plan, including Fixed and Loose Furniture systems design and specifications.
D. Building sections and exterior wall sections developed indicating exterior materials and glazing systems.
E. Roof plan indicating any space for rooftop equipment, and pads.
F. Schedule of doors, frames, windows and hardware developed and clearly indicated on plans.
G. Detail sketches for the design of custom features and schedule of finishes for all spaces throughout.
H. Reflected ceiling plans (RCP) with ceiling materials defined and lighting design complete.
I. Integration of and with HVAC, Mechanical, Plumbing, Electrical, Fire Protection, AV/Phone and Security Systems.
J. Structural drawings illustrating the general structural design of the structure including structural framing, foundation, lateral support concept and special area treatments and feature designs.
K. Site and civil plans indicating grading/drainage, site utilities, hardscape, landscape and landscape furniture coordinated with the building, parking and access requirements.
L. Landscape and irrigation plans coordinated with civil finish grades and drainage, planting and ground cover coordinated with building and site furnishings.
M. Landscape paving and layout plans.
N. All equipment (and FF&E) plans.
O. Lighting photometric.
P. An outline specification including information from all the sub-consultants.
Q. Develop security concept package with cut sheets to include doors, locks, windows, glazing, cameras, lights, public address, bell system, alarms, communications, monitoring, and equipment.
R. Assist in selection of materials appropriate for the functions of the spaces.

Coordinate the design documentation including the following:

A. Mechanical zoning plan and volumes.
B. Mechanical equipment schedules and system diagrams.
C. Mechanical plan including equipment, duct and wet piping distribution.
D. Detailed mechanical plans for IDF/MDF rooms and other MEP spaces.
E. Electrical single line diagram.
F. Electrical lighting plans and schedule and coordinated with architectural RCP.
G. Electrical floor and roof plan with data outlets coordinated with all planned equipment. To include but not limited to; equipment location, electrical service, AV equipment and electrical connections, IDF/MDF services. All shall be coordinated with the Owners internal user groups. This should also coordinate with mechanical and plumbing systems equipment and with points of connection and power requirements.
H. Electrical enlarged plans for electrical rooms, IDF/MDF room.
I. Electrical site plan showing locations of Electrical transformers, site lighting, and connections.
J. Plumbing equipment schedule and system diagrams.
K. Plumbing plans coordinated with architectural floor plans, civil plans and any other requirements.
L. Fire sprinkler plans coordinated with architectural floor plans, civil plans and any other requirements. Equipment schedules and system diagrams shall also be provided.
M. Multi-disciplinary implementation strategy for energy-saving programs (e.g. Savings by Design, photovoltaic rebate, etc.) based on findings from Schematic Design. In addition to regular project coordination meetings, include also meetings to review finishes and custom features.

In addition to regular project coordination meetings, include also meetings to review finishes and custom features.

One presentation will be required at the end of this process so the Owner can review and approve the ultimate and final design in one complete package.

Throughout the design process the Firm shall work closely with the CM and Owner to evaluate budget, quality, potential schedule impacts as any other schedule recovery efforts are needed.

2.3.2.4. FINAL CONSTRUCTION DESIGN, CONSTRUCTION DOCUMENTATION, PERMITTING AND BIDDING PHASE PREPARATION

The complete design and construction documents for bidding shall be appropriately produced in coordination with the bidding schedule (to be determined). The Firm will make effort to ensure that design milestones and other deliverables are achieved as scheduled and without delay.

A. Construction Documentation Package (Deliverables)

The Firm shall prepare Construction Documents as required to obtain required permit for construction and to allow the Government to obtain bids based on the established bidding schedule for the construction of the Project. These documents will require a high degree of coordination with all consulting engineers and other associated vendors. The design 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.

Construction Documentation will include at least:

1. Fully coordinated, dimensioned and detailed construction floor plans, reflected ceiling plans, roof plans, sections, exterior and interior elevations showing locations and types of materials, doors, windows, partitions, etc. with all associated schedules and complete specifications for all relevant scope.
2. Enlarged plans, sections and details for specialized areas such as science classrooms, library, cafeteria, Nurse station/patient area, restrooms/locker/shower rooms, gymnasium, maintenance/storage rooms, IDF/MDF rooms, etc.
3. Interior elevations as required to describe the design of specific design features and highly coordinated areas.
4. Exterior wall and building sections including intersection details.
5. Detailed design drawings to be used as reference in the fabrication and/or installation of interior finish or equipment.
6. Fully coordinated schedules for finishes, doors, hardware and windows.

7. Fully coordinated and detailed furniture and equipment plans and schedules. Coordinate and advise on lead times as required to meet the Project schedule.
8. Finish plans with symbols and legends and schedule of finishes showing locations of color and materials
9. Fully coordinated and detailed structural drawings and calculations.
10. Fully coordinated Mechanical, Electrical and Plumbing Drawing and calculations.
11. Fully coordinated and detailed Civil drawings clearly indicating the phasing of construction and demolition.
12. Fully coordinated and detailed landscape/hardscape and parking plans.
13. Specifications manuals for the above, including installation, performance and warranty requirements.
14. Other details and specifications as required.
15. Power and communication plans showing the types and locations of electrical, data, telecommunications outlets and AV equipment. This should be coordinated with the services engineers who will provide the specifications of each piece of equipment.
16. Coordination of IT, AV, Security, and Furniture requirements.
17. Coordination with all Design Documents including assembling sets for printing.

The Firm and their sub-consultants will prepare, for submission to the Owner for design review and sign-off at the required stages of the design. Full complement of documentation will also be provided for development applications for plan check by Guam Department of Public Works and appropriate governmental agencies/planning advisor etc. The Firm will respond to inquiries from governmental agencies during the permit process if required, and incorporate all applicable comments into their design.

Throughout the design process the Firm shall work closely with the Owner to evaluate budget, quality, potential schedule impacts as any other schedule recovery efforts are needed. In case the cost estimate exceeds the budget, the Firm shall work diligently with the CM to update the design to meet the established budget.

Acceptance and approval of the Construction Documents by the Owner shall not constitute nor be deemed a release of the responsibilities and liability of the Firm and sub-consultants for the accuracy and competency of its Designs, Drawings, Specifications or other documents and services performed. No approvals or acceptance by or on behalf of the Owner shall be deemed to be an assumption of such responsibility by the Owner for any defect, error or omission in said Designs, Drawings, Specifications or other documents prepared by the Firm. The Firm agrees at its own expense to rework documents as necessary to correct its Designs, Drawings, Specifications or documents found to be in error.

B. Permitting and Bidding

The Firm will manage and coordinate the collection and distribution of all Contract Documents including Engineering Documents to the Guam Department of Public Works (DPW) Permitting Authority for building permit application and plan reviews. Permit applications will be submitted in two phases to ensure immediate occupancy of the new school facility and is not dependent on the completion of Stage Two (reference Section 2.2). Building Permit Phase 1 is the construction of the new school facility. Building Permit Phase 2 is the demolition of the existing facility and the construction of the new sports facility.

The Firm will work closely with the Owner to ensure an agreed bidding support process to maintain the ability to achieve all milestones timely without delay.

C. Other Tasks During This Phase:

1. Develop signage program and bidding documents.
2. Development interior/exterior color palette.
3. Provide final recommendations from acoustical consultant.
4. Develop a cost estimate of the design.
5. Review bids. Make recommendations to the Owner in writing for each bid.
6. Note: all corrections and revisions to drawings as a result of plan check reviews must be addressed with the Owner prior to the Owner signing the applicable construction documents.
7. Support the establishment of the Building Information Modeling (BIM) with the selected Construction Management Firm (CM).

2.3.2.5. CONSTRUCTION ADMINISTRATIVE SERVICES

During construction, the Firm will provide the following services and will actively participate in the field for:

- The Firm shall designate at least one representative available as needed during the construction phase to verify the construction's general conformance with the design intent of the Construction Documents and to address field coordination issues as they come up. The Firm's representative must be authorized to make design decisions.
- Review of submittals and shop drawings to verify conformance with design intent, finish specifications, and all manufacturers' details.
- Responses to the Bidders/Developer/Contractors/ Requests for Information (RFIs) and preparation of documentation for changes, clarifications, and interpretations to the Construction Documents as required.
- Review of applications for payment.
- Coordination required for the collection of design changes and as-built conditions for incorporation into the final record documents, inclusive of building signage. Record documentation must be provided to the Owner in the following formats:
  - AutoCAD
  - PDF
  - Original source files in other native electronic formats (e.g. Excel, Word, PowerPoint, etc.)
  - Hardcopies – Three (3) sets of full-size paper drawings (24"x36" or 30"x42")

A. Meeting Attendance

The following are the types of meetings expected to be attended by the Firm throughout the Project's construction duration:

1. Weekly Design Coordination Meeting between other members of the design team.
2. Weekly Owner/Contractor/Firm Meeting during each phase of the Project.
3. Any special coordination or change order meetings to resolve project challenges.

B. Document Distribution

The Firm shall be responsible for the printing and distribution of all copies of drawings and documentation required by Owner. Provide a budget allowance for reproduction with your fee proposal, assuming 10 copies for each major submission.

C. Transition Phase

1. During the Transition Phase, the Firm will need to be available in person or via telephone to answer questions by the Transition Team related to drawings and other documents.
2. Firm is required to coordinate training on equipment and systems to the Transition Team and selected staff, and all training shall be videotaped.
3. Firm shall coordinate with the County on the expected response times during the warranty period. No proprietary software can be used for deliverable.

2.4. PERSON'S RESPONSIBLE FOR DRAFTING SPECIFICATIONS

Randy P. Romero, Program Coordinator IV, Capital Improvement Projects, GDOE

Section 3 - GENERAL INSTRUCTIONS AND GENERAL INFORMATION

3.1. GENERAL INSTRUCTIONS

Proposal submissions that do not comply with the instructions contained in this section and throughout this RFP may, at the discretion of GDOE, be deemed nonresponsive and disqualified from consideration for award.

3.1.1. COMMUNICATION REGARDING THE RFP

ANY CORRESPONDENCE OR COMMUNICATION BY A POTENTIAL OFFEROR WITH GDOE MUST BE MADE IN WRITING VIA EMAIL ADDRESSED TO KATHRINA O. BAYSON, BUYER SUPERVISOR II AT kobayson@gdoe.net or BY FACSIMILE AT 671-472-5001 OR BY HAND DELIVERY AT THE GDOE SUPPLY MANAGEMENT OFFICE. ALL WRITTEN COMMUNICATIONS MUST REFERENCE RFP 006-2020 IN THE SUBJECT OR REFERENCE LINE.

3.1.2. ACCEPTABLE FORMAT OF PROPOSALS

It is GDOE's intention to select an Offeror who is best qualified to provide the services being procured through this solicitation. ***Offerors submitting proposals in response to this RFP must do so in writing.***

Each Proposal Package will consist of the Offeror's sealed Technical Proposal as described in **Section 3.1.3 – PROPOSAL PACKAGE REQUIREMENTS**.

The Proposal Package should be submitted in clearly marked and sealed envelopes or boxes and delivered to the address listed in **Section 3.1.4 – TIME AND DATE FOR RECEIPT OF PROPOSALS**.

The Proposal Package should be plainly marked as follows:

> The Guam Department of Education
> Request for Proposal No. **006-2020**
>
> Offeror's Name:_____
> Offeror's Address: _____
> Submittal Date: ____ / ____ / _____
> Submittal Time: ____:____a.m./p.m.
>
> Attention: **KATHRINA O. BAYSON**
> **BUYER SUPERVISOR II**

3.1.3. 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. The Offeror's **Cost Proposal Submittal** will be requested from the Best Qualified Offeror prior to Negotiations.

3.1.3.1. TECHNICAL PROPOSAL SUBMITTAL

The Technical Proposal should 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 should contain a thorough description of the Offeror's business and relevant activities and salient descriptions of the products and services being offered in response to this RFP. At a minimum, the Technical Proposal should demonstrate that the services meet the specifications contained in the following areas:

a. **Cover Letter that includes:**
   - The name of the offeror, the location of the offeror's principal place of business and, if different, the place of performance of the proposed contract;
   - The age of the offeror's business and average number of employees over a previous period of time, as specified in the Request for Proposals;

- The primary point of contact for the contract.
- Statement on whether the firm is operating as an individual proprietorship, partnership, corporation, or a joint venture and identification of any and all sub consultants.
- The state of incorporation of the firm and list and provide copies of all licenses obtained by the firm enabling it to operate.

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 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. At minimum, the following information shall be included:**
   - Organizational Chart: The organizational chart must include all Key Team Members and identify the relationships and duties of both the corporate staff and all proposed management and staff assigned to assist with the services under this RFP. The organizational chart must also include the labor category, and titles of all Key Team Members for this engagement and the firm they represent. In the event the Offeror's firm is a "joint venture/sub-consultant," the Offeror must indicate from which participating firm each Key Team Member originates. Present an organizational chart

     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. Describe the proposed organizational and reporting structure of your team for this Project. If the Offeror is a "joint venture/sub-consultant", they must be included in a clear statement of responsibility associated with each member and/or entity.

   - Primary point of contact: Identify the overall project coordinator or manager who will serve as the single point of contact and liaison between the GDOE and the offeror for all work under the contract. The manager candidate may be subject to the approval of GDOE:
     - Provide his/her resume and describe his/her qualifications
     - Explain why this person has been selected as the overall project coordinator/manager;

   - Key personnel: Provide the name(s), education, qualifications, experience, Certificate of Authorization, Certificate of Registration and the role of each key personnel assigned to perform 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;

   - Firm's experience and techniques used to control costs and schedules;

   - Describe the current and forecasted workload of the personnel included in your proposal for this Project;

   - Role and time commitment (% availability) of each team member, based on a forty (40) hour work week;

d. **A list of other contracts under which services similar in scope, size, or discipline to the required services were performed or undertaken within the past ten (10) years, which include each project's scope and location. Please provide a description of the experiences related to:**
   - A&E Design Services provided.
   - A&E Design Services performed under contract with the Government of Guam.
   - A&E Design Services of large design projects equivalent to the services identified in this RFP.
   - Consulting Services Provided.

e. **A detailed plan for performance of the services required by this RFP. The following information shall be included:**
   - 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 GDOE that the firm 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 GDOE that the firm'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 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 GDOE 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.

- Project Approach
  - Describe your Firm's design philosophy and how it relates to this Project.
  - Describe your Firm's methodology for completing this Project including coordination with stakeholders and the selected CM/GC. Indicate the number of meetings with the Owner and other consultants for each phase of the Project and the tasks/goals to be accomplished at each meeting. Specifically state who from your firm will attend each meeting and what their roles are.
  - If sub-consultants will be utilized, explain your contractual relationship and each firm's specific responsibilities during each phase of the Project and clearly state the responsibilities of each individual proposed for each phase of the Project.
  - Propose an overall Project schedule including each phase and proposed review time.
  - Describe your proposed strategy for the phasing of this Project including measures to ensure continuous undisturbed operation of the existing Simon Sanchez High School during the entire project duration, and the timing and sequence for the demolition of the existing building and the construction of the new Sports Facility.
  - Describe your firm's approach to determining the most efficient and cost effective structural and MEP systems for the Project. Identify your experience with various types of structural and MEP systems. Identify any unique opportunities for this Project related to these systems.
  - Explain how you will coordinate with relevant and local agencies during the design and construction phase to ensure timely approvals.
  - Present written assurances that if awarded the Project, the proposed team will be assigned for the entire duration of the Project. The Firm's team and associated sub-consultants to be employed in the performance of the Project shall not be changed except with the Owner's prior written acknowledgment and concurrence, which shall not be unreasonably withheld.

f. **At least three (3) client references applicable to the scope of services, which include reference letters, contact names, telephone numbers and email addresses.**

All of the above requirements shall be clearly titled and placed in the same order above in the Offeror's proposal. Each proposal will be evaluated based on the Evaluation Criteria specified in **Section 3.2.1.** Proposals shall be submitted on 8 ½ by 11 inch pages.

3.1.3.2. COST PROPOSAL SUBMITTAL

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

3.1.4. TIME AND DATE FOR RECEIPT OF PROPOSALS

Proposals must be received by GDOE no later than:

TIME: **3:00 p.m.** Chamorro Standard Time (ChST)
DATE: **Monday, January 13, 2020**

The GDOE Supply Management Office maintains the OFFICIAL TIME in this regard. Proposals may be submitted any time before the deadline for receipt of proposals.

Proposals received past the time indicated above, AS IT IS INDICATED IN THE SUPPLY MANAGEMENT OFFICE, will not be considered for award.

If delivered via hand delivery, United States Postal Service, Federal Express, DHL, or other courier service, proposals must be delivered to the following mailing/physical address:

MAILING/PHYSICAL ADDRESS: Guam Department of Education, Supply Management Office
Re: RFP No. 006-2020
501 MARINER AVENUE, SUITE 116
BARRIGADA, GUAM 96913-1608

3.1.5. RECEIPT AND OPENING OF PROPOSALS

Proposals sent via fax or email will not be considered. Proposals shall be hand delivered or mailed at the address specified on **Section 3.1.4 – TIME AND DATE FOR RECEIPT OF PROPOSALS**. Proposals delivered through mail and received after the submission date and time will not be considered for award. **Proposals will not be opened publicly**.

3.1.6. PROPOSAL VALIDITY

Submitted proposals must remain valid for at least ninety (90) days after the deadline for submission. Once awarded, prices shall remain firm throughout the term of this contract.

3.1.7. ALTERNATE OR MULTIPLE PROPOSALS NOT ACCEPTED

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

3.1.8. LATE PROPOSALS NOT ACCEPTED

Proposals received after the time and date specified in **Section 3.1.4 – TIME AND DATE FOR RECEIPT OF PROPOSALS** will be considered nonresponsive and disqualified from consideration for award.

3.1.9. TRADE SECRETS AND OTHER PROPRIETARY DATA

Offeror must complete and submit **GDOE Procurement Form 004** with the proposal, whether or not the Offeror wishes to designate information within the proposal as a Trade Secret or other Proprietary Information.

Blanket designations of confidentiality placed on the front cover of a proposal will not be accepted as a valid designation of proprietary information. Every item, page, section or subsection that the Offeror wishes to designate as a trade secret or proprietary data should be listed on GDOE Procurement Form 004 and also **clearly marked** and **separable** from the remainder of the proposal.

3.1.10. ACKNOWLEDGEMENT OF AMENDMENTS TO RFP

This RFP may not be modified unless done by an Amendment made in writing by the GDOE Supply Management Administrator. Offerors must acknowledge in writing the receipt of any amendments to this RFP. Each amendment will contain an Amendment Acknowledgement Form. For each amendment, offerors must sign the Acknowledgment Form and return the signed copy via email or fax to GDOE. Signed Acknowledgment Forms for every amendment must also be included with the technical proposal. **Offerors who fail to properly submit Amendment Acknowledgment Forms may be deemed nonresponsive and disqualified from participating in this solicitation.** Other than fax and email, Amendments and Clarifications may be downloaded or accessed through the GDOE website at https://www.gdoe.net/procurement. Prospective Offerors are solely responsible for checking the website on a daily basis.

3.1.11. PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference and Site Visit will be conducted in accordance with 2 GAR Div 4 §3109(g)(4), which will be held on:

TIME: **9:00 a.m.** Chamorro Standard Time (ChST)
DATE: **Wednesday, December 18, 2019**
PLACE: **Simon Sanchez High School, Main Office**

At any pre-proposal conference or site visit, GDOE may provide verbal answers to verbal questions from potential Offerors. **AT NO TIME SHALL A VERBAL ANSWER BE CONSIDERED AN OFFICIAL GDOE RESPONSE.** All questions must be submitted in accordance with **Section 3.1.12 – PRE-PROPOSAL WRITTEN QUESTIONS**. Only written answers may be relied upon.

3.1.12. PRE-PROPOSAL WRITTEN QUESTIONS

Potential Offerors may submit written questions concerning this RFP before the time and date listed below. Questions must be submitted in writing according to the instructions contained in **Section 3.1.1 – COMMUNICATION REGARDING THE RFP**. All questions and responses will be made available in writing to every potential Offeror. Questions submitted after the time and date below will not be considered or answered.

Questions regarding this RFP must be received in writing by GDOE no later than:

TIME: **3:00 p.m.** Chamorro Standard Time (ChST)
DATE: **Thursday, December 26, 2019**

3.1.13. EXPLANATION TO OFFERORS

No oral explanation in regards to the meaning of the specification will be made and no oral instructions will be given before the award of the proposal. Discrepancies, omissions, or doubts as to the meaning of the specifications should be communicated in writing to the named contact individual of GDOE for interpretation before the deadline for written questions specified in **Section 3.1.12 – PRE-PROPOSAL WRITTEN QUESTIONS**. Offerors should act promptly and allow sufficient time for a reply to reach them before submission of their proposals. Interpretation, if required, shall be made in the form of an amendment to the RFP, which will be forwarded to all prospective Offerors.

3.2. GENERAL INFORMATION

3.2.1. AUTHORITY TO ISSUE THIS RFP

This solicitation is issued subject to the Guam Procurement Act (5GCA Chapter 5) and applicable Guam Procurement Regulations and 5GCA, CH 58D §58D105.

3.2.2. EVALUATION FACTORS

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

10 Points Maximum

a. **Detailed 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.

10 Points Maximum

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

100 points (Total Maximum)

3.2.3. 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 Education 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.

3.2.4. MODIFICATION OR WITHDRAWAL OF PROPOSALS

Prior to the conclusion of discussions for this RFP, proposals may be modified or withdrawn.

3.2.5. SELECTION OF BEST QUALIFIED OFFEROR AND PROPOSAL

Pursuant to 5GCA, Div. 5, §58D105, the Evaluation Committee shall consist of:

- Superintendent of the Department of Education;
- Director or Deputy Director of Department of Public Works;
- Director or Deputy Director of Land Management; and
- Administrator or Deputy Administrator of the Guam Economic Development Authority.

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 **Section 3.2.1 – EVALUATION FACTORS** and shall be ranked accordingly. The Ranking of the proposals will be based on the average of the rankings 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.

The best qualified Offeror will be asked to participate in negotiations to discuss technical and price factors to ensure a mutual understanding of both GDOE's requirements and the Offerors' proposals, unless GDOE determines that there is no need to hold negotiations and the award is made based on the initial proposal received.

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

3.2.6. FAILURE TO NEGOTIATE CONTRACT WITH OFFEROR INITIALLY SELECTED AS BEST QUALIFIED

In the event that GDOE is unable to negotiate a contract with the best qualified Offeror, negotiations may be continued with the next qualified Offeror in accordance with 2 GAR Div. 4 §3114(l).

3.2.7. DETERMINATION OF RESPONSIBILITY

Responsibility of an Offeror will be determined in accordance with 2 GAR Div. 4 §3116. Offerors should be prepared to promptly provide to GDOE information relating to the Offeror's responsibility. Such information may include but is not limited to documentation of financial, personnel, and other resources; expertise; or records of performance. Failure of an Offeror to comply with a request by GDOE for information relating to responsibility may result in a determination that an Offeror is not responsible and therefore disqualified from an award.

Pursuant to 5 GCA §5201(g), responsiveness of an Offeror will be determined by compliance with the requirements of this RFP.

3.2.8. NOTICE AND EXECUTION OF AWARD

Any award pursuant to this RFP will not be complete until an agreement for the scope of work and the project is fully executed by the selected Offeror, GDOE, and other required parties. A sample agreement is included in this RFP as **ATTACHMENT A**. GDOE reserves the right to alter the sample agreement as allowed by applicable law or regulation.

3.2.9. CONTRACT PROVISIONS

GDOE reserves the right to include any part or parts of the Offeror's proposal in the final contract with the Offeror. Offeror will be subject to conditions and terms imposed by GDOE.

By submitting a proposal, the Offeror specifically understands and agrees that it has a duty to explain and clarify any and all conditions imposed on or included in its responses and questions in this RFP. The Offeror further understands that it has an affirmative duty to inquire about and clarify any section of the RFP that the Offeror does not understand or that the Offeror believes may be susceptible to more than one interpretation.

3.2.10. CONTRACT TERM

The Contract resulting from this RFP shall be for five (5) years, subject to the availability of funds and subject to the terms of this RFP and to the terms of the contract agreement.

In the event of contract cancellation due to unavailability of funds, Offeror will be reimbursed for unamortized, reasonably incurred, non-recurring costs. If contract is cancelled for lack of funds, Government will timely inform Contractor; but that neither party's rights under termination clause are affected.

3.2.11. SPECIAL PERMITS AND LICENSES

The Offeror shall, at its own expense, procure all permits, certificates, and licenses and give all notices and necessary reports required by law for this RFP. Failure to maintain required licenses or permits shall be grounds for immediate termination of the contract.

3.2.12. CONTRACT TYPE

A Firm Fixed Price Professional Services agreement will be consummated between the most responsible Offeror and GDOE.

3.2.13. FUNDING SOURCE

This project is locally funded and may be combined with other funding sources.

3.2.14. DELIVERY AND PERFORMANCE SCHEDULE

The Offeror who is awarded the solicitation guarantees that the service will be completed within the agreed upon completion date.

The selected Offeror shall commence work on the date specified in the Notice to Proceed. A contract for the goods and/or services procured through this RFP shall be subject to the availability of funds and applicable delivery and payment deadlines.

3.2.15. METHOD OF PAYMENT

Offerors submitting proposals in response to this RFP should be aware that payments for goods and/or services procured through this RFP will be made in installments agreed upon in the contract and tied to satisfactory completion and progress of assigned tasks.

Satisfactory completion shall be determined according to the terms specified in a contract executed pursuant to this RFP.

3.2.16. INSPECTION AND ACCEPTANCE OF GOODS

Offerors submitting proposals in response to this RFP should be aware that GDOE will inspect and test all goods, supplies, materials or equipment delivered in response to this RFP. GDOE reserves the right to reject and, at its discretion, require replacement of those items that are determined to be defective in material, construction, workmanship, manufacturing, or performance and/or that do not conform to the specifications described in this RFP.

3.2.17. VENDOR PERFORMANCE

Offeror who is awarded this solicitation, may, at the discretion of GDOE, be monitored and assessed based on their performance. Vendor performance will be reviewed before, during, and after the supplies or services have been delivered or performed.

The GDOE Supply Management Administrator or his/her designee may meet periodically with the selected Offeror for the purpose of reviewing progress and providing necessary guidance to the Offeror in solving issues.

3.2.18. JUSTIFICATION OF DELAY

If the Contractor cannot comply with the completion requirement agreed upon, it is the Contractor's responsibility to advise GDOE in writing explaining the cause and reasons of the delay. GDOE may make a reasonable extension of time.

3.2.19. LIQUIDATED DAMAGES

When the Contractor is given notice of delay or nonperformance as specified in 2GAR Div 4 § 6101(d) of the Termination for Default Clause of this RFP and fails to cure in the time specified, the Contractor shall be liable for damages for delay in the amount of one-fourth of one-percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonably obtains similar supplies or services if the vendor is terminated for default, or until the vendor provides the supplies or services if the vendor is not terminated for default. To the extent that the vendor's delay or nonperformance is excused under 2GAR Div 4 § 6101(d) (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this RFP, liquidated damages shall not be due the territory. The Contractor remains liable for damages caused other than delay.

3.2.20. PHYSICAL LIABILITY

If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of Guam Department of Education in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or property during the progress of work

herein covered, and to be responsible for, and to indemnify and save harmless the Guam Department of Education from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reasons of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Guam Department of Education against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Guam Department of Education when required.

3.2.21. TAXES

All Offerors are responsible for any taxes or fees that may be assessed or due for performance of work or delivery of services pursuant to this RFP. Specific information regarding Guam taxes may be obtained from the Guam Department of Revenue and Taxation.

3.2.22. COSTS OF PROPOSAL PREPARATION

All costs associated with preparation of a proposal in response to this RFP shall be solely the Offeror's responsibility. GDOE shall not be liable for any costs incurred by a potential Offeror in connection with this RFP. By submitting a proposal, the Offeror specifically waives the right against GDOE for any expenses incurred in proposal preparation. Submitted proposals become the property of GDOE. Offeror's request for the return of specific proprietary material may be honored.

3.2.23. CANCELLATION OF CONTRACT

Pursuant to 2 GAR Div 4 §3121(e)(1)(G), in the event of a cancellation due to unavailability of funds, GDOE will notify the Contractor on a timely basis, and Contractor will be reimbursed the unamortized, reasonably incurred, nonrecurring costs. If contract is cancelled for lack of funds, Government will timely inform Contractor; but that neither party's rights under termination clause are affected.

Section 4 - TERMS AND CONDITIONS

4.1. REFERENCE TO LAW AND REGULATIONS

Proposals submitted in response to this RFP must fulfill the requirements identified in this RFP. Each of the forms identified herein must be completed and returned according to the instructions provided. The term "GCA" refers to the Guam Code Annotated. The term "GAR" refers to the Guam Administrative Regulations, Division 4, Procurement Regulations. Administration of this RFP shall be subject to the Guam Procurement Law at 5 GCA Chapter 5 and the procurement regulations at 2 GAR Division 4.

4.2. LIST OF FORMS REQUIRED FOR ALL SOLICITATIONS

All Offerors must complete and submit originals of the forms identified throughout this RFP and collectively listed in **Section 5 - FORMS REQUIRED IN RESPONSE TO RFP.**

4.3. LAWS TO BE OBSERVED

The Offeror should be familiar with federal and local laws, codes, ordinances, and regulations, which, in any manner, affect those engaged or employed in the work, or the material or equipment, used in or upon the site, or in any way affect the conduct of the work. No misunderstanding or ignorance on the part of the Offeror will, in any way, serve to modify the provision of the contract.

4.4. DISCLOSURE OF OWNERSHIP AND COMMISSIONS

Offerors must expressly identify all major shareholders in accordance with 5 GCA § 5233. ***AG Procurement Form 002 (Rev. Nov. 17, 2005) must be completed and included with the Proposal.***

4.5. OFFERORS CERTIFY THAT PRICE OR OFFER WAS INDEPENDENTLY ARRIVED AT WITHOUT COLLUSION

Offerors must certify that the submitted price or offer was independently arrived at without collusion in accordance with 2 GAR Div. 4 § 3126(b). ***AG Procurement Form 003 (Jul. 12, 2010) must be completed and included with the Technical Proposal.***

4.6. PROHIBITION AGAINST GRATUITIES AND KICKBACKS

Offerors must certify to the best of their knowledge that neither they, nor any of their officers, representatives, agents, subcontractors, or employees, have violated or are violating the prohibition against gratuities and kickbacks set forth in 5 GCA §5630.

Offerors must certify to the best of their knowledge that neither they, nor any of their officers, representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback, gratuity or offer of employment in connection with the Offeror's response to this RFP. 5 GCA § 5630(c); 2 GAR Div. 4 § 11107(3) and 11107(4)(e). ***AG Procurement Form 004 (Jul. 12, 2010) must be completed and included with the Technical Proposal.***

4.7. REPRESENTATION REGARDING ETHICAL STANDARDS

Offerors must affirm 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. ***AG Procurement Form 005 (Jul. 12, 2010) must be completed and included with the Technical Proposal.***

4.8. REPRESENTATION REGARDING CONTINGENT FEES

Offerors must affirm that it has not retained a person to solicit or secure a territorial 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, in accordance with 5 GCA § 5631. ***AG Procurement Form 007 (Jul. 12, 2010) must be completed and included with the Technical Proposal.***

4.9. PROHIBITION AGAINST EMPLOYMENT OF SEX OFFENDERS

Any entity providing services pursuant to this RFP is prohibited from employing sex offenders to provide the goods or services procured through this RFP, in accordance with 5 GCA § 5253, which states:

§5253. Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues.

(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.

...

(d) any contractor found in violation of §5253(b), after notice from the contracting authority of such violation, shall, within twenty-four (24) hours, take corrective action and shall report such action to the contracting authority. Failure to take corrective action within the stipulated period may result in the temporary suspension of the contract at the discretion of the contracting authority.

SOURCE: Added by P.L. 28-24:2. Amended by P.L. 28-98:2 (Feb. 7, 2006).

***GDOE Procurement Form 002* must be completed and included with the Technical Proposal.**

4.10. WAGE AND BENEFIT DETERMINATION FOR SERVICES

Offerors must pay employees providing services procured through this RFP in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam. 5 GCA § 5801 and § 5802, as applicable. A copy of the most recent wage determination is included herein. The Wage Determination for Guam and the Northern Mariana Islands also can be found on the U.S. Department of Labor's website: http://www.wdol.gov.

Offerors submitting proposals in response to this RFP must provide health and similar benefits for employees, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by U.S. Department of Labor and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee in accordance to 5 GCA §5802. ***AG Procurement Form 006* (Feb. 16, 2010) must be completed and included with the Technical Proposal.**

4.11. EQUAL EMPLOYMENT OPPORTUNITY

Section 3.01 of the Executive Order 10935 dated March 7, 1965 requires the Offeror not to discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Offeror will take affirmative action to ensure that employees are treated equally during employment without regard to their race, creed, color or national origin.

4.12. MANDATORY DISPUTES CLAUSE

In accordance with Guam procurement law, all controversies between the territory and the Contractor which arise under, or by virtue of, this contract and which are not resolved by mutual agreement, shall be decided by the GDOE procurement officer in writing, within 60 days after written request by the Contractor for a final decision concerning the controversy; provided however that if the procurement officer does not issue a written decision within 60 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as if an adverse decision had been received. The procurement officer shall immediately furnish a copy of the decision to the Contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless fraudulent, or the Contractor brings an action seeking review of the decision before the Guam Office of Public Accountability. The Contractor shall comply with any decision of the procurement officer and proceed diligently with performance of this contract pending final resolution by the Office of Public Accountability or the Superior Court of Guam of any controversy arising under or by virtue of this contract, except where there has been a material breach of the contract by GDOE; provided, however, that in any event the Contractor shall proceed diligently with the performance of the contract where GDOE has made a written determination that continuation of work under the contract is essential to public health and safety.

Any disputes for expenses incurred in reliance upon this Agreement shall be subject to the Government Claims Act found at Title 5, Guam Code Annotated, Chapter 6.

4.13. RIGHT OF GDOE TO CANCEL OR REJECT PROPOSALS

GDOE reserves the right to cancel this RFP at any time when it is in the best interests of the Department, in accordance with 5 GCA §5225 and 2 GAR Div. 4 §3115(c).

GDOE reserves the right to reject any proposal in whole or in part when it is in the best interests of the Department, in accordance with 2 GAR Div.4 §3115(e)(2).

GDOE may resolicit for proposals when it is deemed to be in the best interest of GDOE.

AGREEMENT BETWEEN THE GUAM DEPARTMENT OF EDUCATION AND TANIGUCHI RUTH MAKIO ARCHITECTS FOR SERVICES PURSUANT TO GDOE RFP006-2020

EXHIBIT 2

Contractor's Cost Proposal

(Referenced on page 1 of 15)

TRMA

Taniguchi Ruth Makio Architects

June 15, 2020

Jon J.P. Fernandez, Superintendent
Guam Department of Education
501 Mariner Avenue
B-Building, Suite 116
Barrigada, Guam 96913

Attn: Carmen T. Charfauros, Supply Management Administrator

Subject: Architectural and Engineering Services Fee Proposal for the New Simon Sanchez High School

Buenas Mr. Fernandez,

TRMA is pleased to provide GDOE with our updated A/E Services Project Fee Proposal for Owner-Agent, Design, Bidding, and Construction services for the New Simon Sanchez High School. TRMA's fee proposal supersedes the initial 3/12/20 Proposal; and the 5/8/20 and 5/22/20 additional information. Our scope of services remains as previously described except for the following revisions per the 6/11/20 negotiation meeting comments:

- Delete Structural Special Inspections
- Revise Invoicing Schedule for 30%, 60%, 90%, and 100% submissions

TRMA confirms that all costs for the Owner-Agent, Design, and Designer of Record Bidding/Construction A/E Services for the delivery of the project are covered by our fee proposal.

Other topics were discussed during the negotiating meeting. Questions were posed regarding potential schedule impacts and building cost impacts. Considerations for pandemics and bid evaluation were also briefly discussed. TRMA notes that information on potential impacts is uncertain, and that GDOE will be advised accordingly as the information evolves. GDOE also advised that specifics on TRMA's role in Bid Evaluation and Recommendation will be provided. Additionally, TRMA and GDOE will work out specifics on the project schedule.

Guam • Northern Marianas Islands • Micronesia
P.O. Box EA, Hagåtña , Guam 96932 • 100 Cliff Business Center
671/475-8772 • Fax: 671/472-3381 • email: arch@traguam.com

Project Schedule:

- NTP 7/6/20 & Receipt of Topographic Survey Information
- Concept Design: 7/6/20 – 8/11/20
  - *Design Committee Planning Meetings: 7/6/20 – 7/28/20 (16 total)*
  - *Consultant Coordination: 7/6/20 – 8/3/20*
  - *Environmental Survey*
  - *Geotechnical Investigation*
  - *Traffic Study*

  Concept Design Presentation and GDOE Review: 8/17/20 – 8/21/20
- 30% Schematic Design: 8/11/20 – 10/26/20
  - *Weekly GDOE Planning Meeting: 8/24/20 – 10/16/20 (8 total)*
  - *Bi-Weekly Consultant Coordination Meeting: 8/24/20 – 10/16/20 (4 total)*
  - *Government Agency Coordination: 8/11/20 – 10/23/20*
  - *Consultant Coordination*
  - *CM Coordination*
  - *Environmental Survey*
  - *Geotechnical Investigation*
  - *Traffic Study*
  - *Monthly Project Reports*

  Schematic Design Presentation and GDOE Review: 10/27/20 – 10/30/20
- 60% Design Development: 10/26/20 – 1/22/21
  - *Weekly GDOE Planning Meeting: 11/2/20 – 1/15/21 (10 total)*
  - *Bi-Weekly Consultant Coordination Meeting: 11/5/20 – 1/15/21 (5 total)*
  - *Government Agency Coordination: 10/26/20 – 11/25/20*
  - *Consultant Coordination*
  - *CM Coordination*
  - *Monthly Project Reports*

  Design Development Presentation and GDOE Review: 1/25/21 – 1/29/21
- 90% Bid Documents: 1/22/21 – 5/8/21
  - *Weekly GDOE Planning Meeting: 2/1/21 – 4/16/21 (11 total)*
  - *Bi-Weekly Consultant Coordination Meeting: 2/1/21 – 4/16/21 (5 total)*
  - *Consultant Coordination*
  - *CM Coordination*
  - *Monthly Project Reports*

  Bid Document Presentation and GDOE Review: 5/10/21 – 5/14/21
- 100% Construction Documents: 5/8/21 – 6/28/21
  - *Weekly GDOE Planning Meeting: 5/17/21 – 6/18/21 (5 total)*

- *Bi-Weekly Consultant Coordination Meeting: 5/18/21 – 6/18/21 (2 total)*
- *Consultant Coordination*
- *CM Coordination*
- *Monthly Project Reports*

Construction Document Presentation and GDOE Review: 6/29/21 – 7/2/21

- Bid: 5/8/21 – 12/4/21
  - *Weekly GDOE Bid Coordination Meeting: 5/10/21 – 12/4/21 (30 total)*
  - *Bid Document Issuance: 5/10/21*
  - *Pre-Bid Conference & Site Visit: 6/7/21 – 6/11/21*
  - *RFI Responses 5/10/21 – 6/28/21*
  - *Construction Document Issuance: 6/28/21*
  - *RFI Responses 6/28/21 – 9/17/21*
  - *Consultant Coordination*
  - *CM Coordination*
  - *Monthly Project Reports*
  - *Bid Opening 10/15/21*
  - *Bid Evaluation and Recommendation 10/15/21 – 11/5/21*
- Permitting: 6/28/21 – 12/4/21
  - *Weekly GDOE Planning Meeting: 6/28/21 – 12/4/21 (22 total)*
  - *Weekly Building Permit Processing and Agency Coordination*
  - *Consultant Coordination*
  - *CM Coordination*
  - *Monthly Project Reports*
- Construction Phase 1: 12/4/21 – 2/4/24
  - *Weekly Construction Coordination Meeting: 12/4/21 – 2/4/24 (113 total)*
  - *Consultant Coordination*
  - *CM Coordination*
  - *On-site Coordination meetings (4 per month)*
  - *Site Observation Reports (2 per month)*
  - *Payment Application Review & Certification*
  - *Structural Special Inspections*
  - *Substantial Completion Inspection Report and Certificate*
  - *Final Completion Inspection Report*
- Construction Phase 2: 11/11/23 – 1/4/25
  - *Weekly Construction Coordination Meeting: 2/11/24 – 1/4/25 (8 total)*
  - *Consultant Coordination*
  - *CM Coordination*
  - *Periodic Site Observation Reports*

- *Payment Application Review & Certification*
- *Structural Special Inspections*
- *Substantial Completion Inspection Report and Certificate*
- *Final Completion Inspection Report*

This schedule allows for issuance of Bid Documents by 5/8/21 (10 months from NTP approximately). The dates identified above are estimated and will shift accordingly with actual dates of the activities. It is important to note that TRMA is maintaining the Bid, Permit, and Construction Timeframes outlined in the RFP Response, which intends for the project bidding to commence with the 90% Submittal and end after the 100% Submittal.

GDOE Design Committee input is limited to the 7/6 – 7/28 planning meetings and at each submittal review. The 30% Submittal Review comments will establish the basis of design. Significant changes to the Design requested after the 30% Submittal Review comments will affect the schedule. Additionally, the current pandemic situation may require some modification of the schedule.

A/E Services & Fees:

TRMA's fee proposal includes basic and specialty A/E services based on the estimated scale and scope of the project requirements outlined in the RFP document. Refer to attachments included with this proposal for additional explanation of the scope of services and limits. TRMA's standard 1.15 multiplier is added to subconsultant fees. The services and associated fees are summarized below.

Basic A/E Design and Construction Services:

• Architecture	$1,351,000.00
• Civil Engineering	$ 275,963.20
• Structural Engineering	$ 859,130.50
• Mechanical & Fire Protection Engineering	$ 496,469.95
• Electrical Engineering (Power & Lighting)	$ 577,235.60
• Electrical Engineering (Telecom)	$ 447,732.95
• Landscape Architecture	$ 194,721.45

Specialty Services:

• Owner Agent Representation (Design, Bid, Permitting, Construction)	$ 120,000.00
• FF&E Coordination	$ 90,000.00
• Geotechnical Investigation	$ 107,985.00
• Archaeological Survey	$ 37,039.20
• Traffic Study	$ 11,500.00
• Environmental Assessment	$ 87,493.15
• Commissioning	$ 361,289.75
• Cost Estimating	$ 203,791.50
• Acoustical Design	$ 87,279.25
• Audio-Visual Design	$ 101,384.00
• Auditorium Stage Design	$ 76,245.00
• Sports Field Lighting	$ 50,209.00
• Auditorium Electrical Systems	$ 24,040.75
• PV system	$ 16,807.25
• Backup Power	$ 14,041.50
• A/C System Power Conditioner	$ 12,339.50
• Security System Design	$ 45,691.80
• Cable TV Systems	$ 22,845.90
• Structural Special Inspections (DELETED)	$ 00.00

Reimbursables

• Centralized Project Data Cloud Storage	$ 8,400.00
• Printing	$ 15,000.00
GRAND TOTAL	$5,695,636.20

Refer to the attached Billing Schedule for the fees that will be invoiced with each Submittal and on a monthly basis during Construction.

Note:

1. Building Department and Agency Fees are not included in this proposal.
2. Reimbursables such as printing, scanning, long distance calls, courier services, will charged to GDOE with TRMA's 1.15 markup.
3. Printing costs included in this fee proposal are limited to $15,000.
4. TRMA will refine the schedule based on the Final Agreement.

TRMA is excited to move forward with GDOE on this major endeavor. Please let us know if you need additional information on this matter.

Senseramente,

Cedric Cruz, AIA
for Michael W. Makio, AIA

Attachments:

Attachment 1 TRMA Owner Agent and Architecture Services and Deliverables Description; Man-Hour Breakdown; 3/12/20 Proposal Excerpt; Concept Plan
Attachment 2 DCA Civil Fee Proposal & Man-Hour Breakdown
Attachment 3 DCA Structural Fee Proposal & Man-Hour Breakdown
Attachment 4 WM Engineers Fee Proposal & Man-Hour Breakdown
Attachment 5 EMCE Fee Proposal & Man-Hour Breakdown
Attachment 6 InSynergy Telecommunications & Commissioning Fee Proposal & Man-Hour Breakdown
Attachment 7 Belt Collins Fee Proposal
Attachment 8 Geo Engineering & Testing Fee Proposal
Attachment 9 International Archaeology Fee Proposal & Man-Hour Breakdown
Attachment 10 DCA Traffic Study Fee Proposal & Man-Hour Breakdown
Attachment 11 DCA & IHP Environmental Assessment Fee Proposal & Man-Hour Breakdown
Attachment 12 J.Uno Fee Proposal
Attachment 13 DL Adams Fee Proposal & Man-Hour Breakdown
Attachment 14 6/15/20 TRMA Billing Schedule: SSHS 2020 – 2025

Owner-Agent Services:

A. Design
   1. Facilitate Daily Concept Design Meetings
   2. Facilitate Weekly Planning Meeting Attendance with GDOE / Minutes
   3. GDOE Design Committee Meeting Presentations / Attendance
   4. Education Board Meeting Presentation / Attendance
   5. Legislative Oversight Meeting Presentation / Attendance
   6. Coordination of Environmental Assessment, Archaeological Survey, and Geotechnical Investigation.
   7. Design QC Review
   8. CM Coordination
   9. Monthly Project Status Reports

B. Bid
   1. Weekly Planning Meeting Attendance with GDOE ~~/ Minutes~~
   2. Procurement Assistance
   3. Permit Processing prior Bid Award
   4. Pre-Bid Conference / Site Visit Presentation / Attendance / Notes
   5. Coordination of A/E Responses to Bidder questions / RFI
   6. Bid Evaluation & Award Recommendation
   7. CM Coordination
   8. Monthly Project Status Reports

C. Construction
   1. Weekly Construction Meeting Attendance
   2. Site Visit / Walk-through Presentation / Attendance
   3. CM & A/E Coordination
   4. Monthly Project Status Reports

Architecture Services:

A. Design
   1. Agency Coordination
   2. Cost Estimate Coordination
   3. Engineering Design Coordination

4. Building Code and Regulation Analysis
5. Architectural Drawings, Specifications, Project Manual and Basis of Design
6. FF&E Coordination

B. Bid / Permitting

1. Engineer Coordination of responses to Contractor RFI's ~~and Agency Review~~ Comments.
2. Final Construction Documents Coordination and Preparation
3. Bid Evaluation Assistance

C. Construction

1. RFI responses and Submittal reviews
2. Engineer Coordination
3. Periodic Observations (1-2) per month
4. Weekly Site conferences
5. Substantial Completion Inspection
6. Final Inspection

Deliverables:

TRMA will oversee the A/E effort to provide the following deliverables for each submittal.

Concept Design

- Preliminary Basis of Design that Summarizes the Design Requirements for the Project
- Preliminary Project Manual and Specifications
- Preliminary Code Review
- Preliminary Project Site Plans showing the general building location, required setbacks, vehicular access and circulation, pedestrian access and circulation, emergency vehicle access and circulation, parking
- Preliminary Building Plans showing the general building layout, room sizes, doors, windows, accessibility, and egress
- Preliminary Building Elevations showing the general building structure
- Preliminary Building Sections showing the general configuration and relationships of the building structure

- Preliminary Perspectives / Axonometric Images showing 3-dimensional views of the site development and building exterior
- Preliminary Landscaping
- Preliminary Construction Cost Estimate

30% Schematic Design

- Revisions per the Concept Design Review Comments
- Preliminary Basis of Design that Summarizes the Design Requirements for the Project
- Preliminary Project Manual and Specifications
- Preliminary Code Review
- Preliminary Project Site Plans showing the general building location, required setbacks, vehicular access and circulation, pedestrian access and circulation, emergency vehicle access and circulation, parking, storm water drainage system, site utilities, site lighting, landscaping, and site signage
- Preliminary Building Plans showing the general building layout, room sizes, doors, windows, plumbing fixtures, casework, accessibility, egress, fire protection, specialty equipment, OFCI work, mechanical equipment, electrical equipment, and landscaping
- Preliminary Building Elevations showing the general building structure, doors, windows, roof drainage, overhangs, finishes, signage, finishes, specialty equipment, OFCI work, fire protection, mechanical equipment, and electrical equipment
- Preliminary Building Sections showing the general configuration and relationships of the building structure, windows, partitions, thermal & moisture protection, finishes, specialty equipment, OFCI work, fire protection, mechanical equipment, and electrical equipment
- Preliminary Perspectives / Axonometric Images showing 3-dimensional views of the site development and building exterior and interior based on the Schematic Design
- Updated Construction Cost Estimate

60% Design Development

- Revisions per the 30% Design Review Comments
- Updated Basis of Design
- Updated Project Manual and Specifications
- Updated Code Review

- Engineering Calculations
- Updated Project Site Plans with additional details
- Updated Overall Building Plans
- Updated Building Elevations
- Updated Building Sections
- Enlarged Plans and Interior Elevations with additional details
- Enlarged Building Elevations and Sections with additional details
- Wall Sections
- Room Finish Schedule
- Door & Window Schedules
- Typical Construction Details
- Engineering Diagrams
- Foundation and Beam Schedules
- Equipment and Lighting Schedules
- Fire Protection Drawings
- Updated Perspectives / Axonometric Images
- Updated Landscaping Drawings and Specifications
- Updated Construction Cost Estimate

<u>90% Bid Documents</u>

- Revisions per the 60% Design Review Comments
- Basis of Design
- Updated Project Manual and Specifications
- General Notes and Requirements
- Updated Code Review
- Updated Engineering Calculations
- Project Site Plans and Sections
- Overall Building Plans
- Building Elevations
- Building Sections
- Enlarged Plans and Interior
- Enlarged Building Elevations and Sections
- Wall Sections
- Room Finish Schedule
- Door & Window Schedules
- Typical Construction Details

- Updated Landscaping Drawings and Specifications
- Drawing Scales and Dimensions
- Perspectives / Axonometric Images
- Construction Cost Estimate

100% Permit Documents

- Revisions per 90% Design Review Comments, Agency Review Comments, and Bid RFI Responses
- Final Basis of Design
- Certified Final Drawings, Project Manual, Specifications, and Calculations
- Construction Cost Estimate

Construction of New Simon Sanchez High School Project Meeting
Agenda; January 10, 2025; 10 am, TEAMS

I. **CALL TO ORDER**

II. **ROLL CALL | ATTENDANCE**

III. **UNFINISHED BUSINESS**

a. Update on TRMA on No-Cost Change Order (Contract Amendment for Technical/Performance Specifications for RFP) – GDOE
b. Training on "Cap I" financing- GEDA
c. Provide any feedback from Bond Council and Financial Advisor- GEDA
d. Status of RFP Technical Specifications and schedule- TRMA
e. Status of Final FF&E List from GCC –SSFM
f. Update on construction cost estimate to determine base bid- SSFM
g. O&M Discussion- SSFM
h. Project RFP Development Milestones Schedule- SSFM
    i. 1st DRAFT of RFP Working Template- End of December (Done)
    ii. 2nd DRAFT of RFP Working Template- Friday January 24th.
    iii. 3rd DRAFT of RFP w/ full TRMA Technical- February 12th.
    iv. DPW/ CM Page by Page Review of RFP- February 13th-18th
    v. 90% DRAFT RFP (Transmit for Legal Review) – February 24th.
    vi. RFP Target Issuance | Advertisement – Prior to March 31, 2025.

IV. **NEW BUSINESS**

a. RFP Technical Specs Outline- TRMA
b. GEDA Financing Flowchart- GEDA
c. 2nd DRAFT RFP to DPW Director- Friday, January 24th.
d. Upcoming Meetings
    i. RFP Weighting Criteria Meeting- Monday, 11am DPW
    ii. Weekly CM TRMA Meeting- Thursday, January 16th, 11am,
    iii. Weekly Progress Meeting- Friday, January 17th, 10am at DPW.

V. OPEN DISCUSSION

VI. ACTION ITEMS

VII. NEXT MEETING- January 17, 2025.

VIII. ADJOURNED

Construction of New Simon Sanchez High School Project Meeting
Agenda; January 10, 2025; 10 am, TEAMS

I. **CALL TO ORDER**

II. **ROLL CALL | ATTENDANCE**

III. **UNFINISHED BUSINESS**

a. Update on TRMA on No-Cost Change Order (Contract Amendment for Technical/Performance Specifications for RFP) – GDOE
b. Training on "Cap I" financing- GEDA
c. Provide any feedback from Bond Council and Financial Advisor- GEDA
d. Status of RFP Technical Specifications and schedule- TRMA
e. Status of Final FF&E List from GCC –SSFM
f. Update on construction cost estimate to determine base bid- SSFM
g. O&M Discussion- SSFM
h. Project RFP Development Milestones Schedule- SSFM
   i. 1st DRAFT of RFP Working Template- End of December (Done)
   ii. 2nd DRAFT of RFP Working Template- Friday January 24th.
   iii. 3rd DRAFT of RFP w/ full TRMA Technical- February 12th.
   iv. DPW/ CM Page by Page Review of RFP- February 13th-18th
   v. 90% DRAFT RFP (Transmit for Legal Review) – February 24th.
   vi. RFP Target Issuance | Advertisement – Prior to March 31, 2025.

IV. **NEW BUSINESS**

a. RFP Technical Specs Outline- TRMA
b. GEDA Financing Flowchart- GEDA
c. 2nd DRAFT RFP to DPW Director- Friday, January 24th.
d. Upcoming Meetings
   i. RFP Weighting Criteria Meeting- Monday, 11am DPW
   ii. Weekly CM TRMA Meeting- Thursday, January 16th, 11am,
   iii. Weekly Progress Meeting- Friday, January 17th, 10am at DPW

V. OPEN DISCUSSION

VI. ACTION ITEMS

VII. NEXT MEETING- January 17, 2025.

VIII. ADJOURNED – 10:38am

SSFM International
Innovate | Adapt | Sustain

The Construction of Simon Sanchez High School
Project No.: 730-5-1058-L-YIG
Project Meeting

Date: January 10, 2025
Time: 11:00am – 12:00nn (ChST)
Location: DPW FHWA Conference Room / MS TEAMS Virtual Conferencing

I. ATTENDEES (Refer to Attached Sign-In Sheet):

II. DISCUSSION TOPICS

1. OPENING REMARKS BY VA (DPW)
   a. Key Focus:
      i. The primary goal is to meet the drop-dead deadline for the RFP process.
      ii. Prioritize the financing portion of the RFP to ensure a smooth progression.
   b. Next Steps:
      i. Once financing is addressed, focus will shift to regular RFP development, selection, and construction phases.
      ii. Target release of the RFP by March 2025
   c. Project Timeline:
      i. Work backward from the goal of completing the project by early summer a few years ahead of a school year start.

2. UNFINISHED BUSINESS:
   i. TRMA "No Cost" Change Order (Contract Amendment to Provide Technical Performance Spec for RFP)
   ii. Per ES (GDOE), Confirmed that legal is set to sign off. Expected to finalize and deliver the document either later that day or first thing on Monday.

   b. Training on "Cap I" financing and Feedback from Bond Council and Financial Advisor
      i. GLG (SSFM) Highlighted upcoming deliverables, including a chart from GEDA and the finalized weighting system for evaluation. Discussed shifting the emphasis in evaluation from the current 70% finance / 30% construction ratio to a greater focus on construction.
      ii. VA (DPW) Stressed the critical nature of the evaluation process for the RFP. Requested input from the committee members regarding evaluation methods, criteria, and ratings. He also emphasized the importance of construction expertise, including experience, methods, and its impact on project costs and bond market strategy. Openly welcomed ideas, suggestions, and collaborative feedback.
      iii. Follow-Up Actions:
         - Feedback from committee members on evaluation methods and criteria.
         - Addressing training and feedback from Bond Council at a later session.

   c. Status for RFP Technical Specifications and Schedule
      i. GLG (SSFM) Addressed updates on the RFP's technical specifications and schedule. Requested confirmation on delivering a preliminary outline of the technical and programmatic portions within two weeks.

ii. CC (TRMA) Shared that the team has started developing the preliminary outline for their section of the RFP document. He also confirmed the draft submission is planned for mid-February, aligning with the SSFM schedule. Mentioned an upcoming meeting with engineering consultants to finalize the timeline for the final draft after receiving comments on the initial draft and confirmed the outline delivery timeline (two weeks) is achievable.

iii. Follow-Up Actions:

- TRMA to provide a preliminary outline update of the technical programmatic RFP sections within two weeks.
- Coordination with engineering consultants to reconfirm deadlines for final draft completion.

d. Status of Final FF&E List from GCC

i. GB (SSFM)Followed up with President Mary Okada regarding the email sent on December 31st about GCC's funding and confirmed that Mary Okada committed to addressing it and will follow up again today for updates.

ii. Specialized Equipment Procurement

- VA (DPW) highlighted concerns about delays in procuring specialized equipment, citing past issues with the Mai'Ana bio lab. He recommended issuing early NTPs for long-lead items like generators, air conditioning, and refrigeration to control costs and prevent project delays.

iii. Follow-up Actions:

- Follow up with GCC for updates on funding status.

e. Update on construction cost estimate to determine base bid

i. GLG (SSFM) Discussed the construction cost system for determining the base bid, noting the initial work done with Joe Uno and current spreadsheets. He also proposed updating the cost system collaboratively with TRMA, leveraging prior work.

ii. CC (TRMA) Confirmed readiness to work with the previous cost estimate but noted the revised scope excluded certain services, making the development of a new cost system outside current terms.

iii. GLG (SSFM) Clarified there was no intention to involve Joe Uno further but emphasized the need for an updated cost estimate based on collective expertise.

iv. Discussion on Cost Escalations

- Asked for clarification on Guam-specific industry escalation rates.
- Mentioned the original cost estimate of $460–$470 per square foot, anticipating necessary adjustments.
- VA (DPW): Emphasized the need to establish and maintain a realistic yet firm construction estimates to prevent procurement issues and advised against inflating or underestimating costs, suggesting the team "sharpen their pencils" for accuracy.

f. Operations and Maintenance (O&M)

i. GLG (SSFM) Provided an update on the revised maintenance agreement for JFK, which was adapted using elements from the Simon Sanchez agreement.

ii. GLG (SSFM) Highlighted that the original JFK maintenance agreement underwent revisions to address increased needs, and this updated version is being incorporated into the RFP.

iii. GLG (SSFM) Confirmed that the RFP will include three key components: finance, construction, and operations & maintenance (O&M).

iv. GLG (SSFM) Committed to delivering another draft of the RFP, including the O&M section, by the end of next week, allowing for feedback and further development.

v. Planning Maintenance:

- VA: Inquired if GDOE had any maintenance plans for the new school after its opening.
- ES (GDOE) clarified that maintenance will be the owner's responsibility, as with JFK. They stressed the 30-year contractual obligation to keep the facility in top condition, highlighting the need for a comprehensive, proactive maintenance plan rather than relying on occasional efforts like repainting.

vi. Existing Maintenance Operations at the Current School

- CM (SSHS) outlined the current school's robust maintenance system, with staff working in morning, afternoon, and evening shifts. Maintenance teams promptly address repair requests and handle issues efficiently on-site. Security is maintained by an evening staff member stationed at the gate.

vii. Expectations for Maintenance at the New School
- VA (DPW) & ES (GDOE) : Agreed that the maintenance model at the new school should mirror the effective structure currently in place.
- GLG (SSFM) & VA (DPW): Highlighted the need for scalability, considering the higher anticipated student volume (potentially 3,400 compared to the existing 1,700-2,000).

viii. Follow-up Actions:
- Follow up with GCC for updates on funding status.
- Consider scalability and long-term upkeep in maintenance planning for the new school.
- GLG will provide the revised RFP draft, including the updated O&M section, by the end of next week.

g. RFP Development Milestones and Discussion

i. GLG (SSFM) outlined the milestones:
- First Draft (End of December): A direct conversion of the JFK RFP to Simon Sanchez with no enhancements.
- Second Draft (End of January): Inclusion of TRMA, O&M, and financing components, with potential integration into a single comprehensive draft.
- Third Draft (February 12th): Incorporation of TRMA's full technical portion. Adjustments and refinements to follow based on feedback.
- Page-by-Page Review: Scheduled after February 12th, targeting completion around February 18th, with collective review to ensure clarity and minimize potential questions or risks.

ii. Legal Review Process
- VA (DPW) & TK (OAG): Emphasized the importance of frequent legal input during RFP drafting milestones to ensure compliance with Guam Procurement Law and minimize risk of protests.
- TK (OAG): Estimated a 7-10 day legal review period per iteration, with the goal of flagging any immediate issues and preventing legal challenges.

iii. Key Concerns
- VA (DPW) & TK (OAG): Emphasized the importance of frequent legal input during RFP drafting milestones to ensure compliance with Guam Procurement Law and minimize risk of protests.
- VA (DPW) emphasized the need for a thorough and comprehensive RFP, incorporating lessons learned from previous Simon Sanchez RFPs. They proposed a collaborative review session to finalize the document and address potential risks.
- JD (SSFM) Asked if the AG's review would include considerations of procurement protests, noting it as a major risk area.
- TK (OAG) Agreed that minimizing protests is critical, though some level of protest is expected. Highlighted the need to address procurement challenges swiftly to avoid appeals to the Office of Public Accountability (OPA).

iv. Procurement and Risk Management:
- VA (DPW) Acknowledged Guam Procurement Law as an ongoing challenge in the process and keeping the open communication with the AG's office to identify and resolve legal or technical issues early.

v. Follow-up Actions:
- Legal Coordination: Ensure early involvement from the AG's office to review and address compliance issues.

- Schedule Page-by-Page Review: Finalize dates for the February review session.
- Protest Mitigation: Develop strategies to minimize procurement protests and handle appeals efficiently.

3. NEW BUSINESS
   a. RFP Technical Specs Outline – TRMA to provide
   b. GEDA Financing Flowchart – Follow up with GEDA
   c. 2nd DRAFT RFP to DPW Director- Friday, January 24th.
   d. Friday Meeting
      i. VA (DPW) Emphasized the importance of holding a meeting to maintain progress. Suggested focusing on action items, deliverables, and maintaining communication to avoid delays.
         - Proposed giving the go-ahead to start ordering specialized equipment early, provided it's in the specifications.
         - Warned that the issue of warehouse space for storing items could be a concern but should not delay ordering.
      ii. Evaluation Team
         - GLG (SSFM): Suggested inviting Land Management to the next meeting as part of the evaluation team.
         - VA (DPW): Confirmed that Land Management is part of the evaluation team, but there were uncertainties about specific involvement. Mentioned that Dr. Swanson, VA, and Land Management will need to be involved, but the details would be confirmed in a side conversation.
         - GLG SSFM): Inquired whether Land Management should be included in all future meetings.
         - VA (DPW): Agreed to talk with Land Management representatives to confirm attendance and involvement, particularly regarding property-related concerns.
      iii. Property Issues:
         - VA (DPW): Asked if there were any property issues that needed to be addressed. It was confirmed that the land is government-owned and clear of any concerns.

III. OPEN DISCUSSION

1. Commissioning of the School:
   a. VA (DPW): Inquired about the timeline for commissioning the school, specifically regarding the testing and running of all mechanical systems.
   b. MM (TRMA): Clarified that commissioning refers to all mechanical and system-related aspects of the building.
   c. CC (TRMA): Estimated that commissioning would take about 3 to 4 months.
   d. GLG (SSFM): Confirmed that commissioning would be part of the overall project schedule.

2. Procurement Process and Communication Protocol
   a. GLG (SSFM): Emphasized that, due to the ongoing procurement process, any communication regarding the project should be kept confidential. Discussions about the status or details of the procurement are prohibited to avoid violating procurement laws.
   b. TK (OAG): Recommended that all communications related to the procurement be marked as private and confidential, to maintain compliance. He also advised that all inquiries be submitted in writing, as third-party communications can lose confidentiality.
   c. VA (DPW): Supported the idea that all communication should be directed to himself or the superintendent, with responses kept in line with procurement regulations. Suggested responding to inquiries with a boilerplate statement about the RFP's status and release timeframe.
   d. LI (DPW): Raised concern about responding to stakeholders' inquiries and emphasized staying off informal channels like texting.

IV. ACTION ITEMS

1. DPW:
   a. Contact Land Management and confirm participation in upcoming meetings and their role in evaluation process.

2. GEDA
   a. Provided feedback from committee members on evaluation methods and criteria.
   b. Financing Flow Chart

3. GDOE
   a. TRMA NTP document on Monday

4. TRMA
   a. Provide update on the preliminary outline of the technical programmatic RFP sections.

5. SSFM:
   a. Follow-up with GCC for updates on funding status.
   b. Provide the revised RFP draft, including the updated O&M section, by the end of next week.
   c. Schedule a workshop with all parties to review the RFP page by page.

6. Overall:
   a. Ensure that all communications regarding the project are marked private and confidential.
   b. Direct any inquiries from stakeholders or the public to formal email submissions and keep responses within legal guidelines.
   c. Maintain a boilerplate response regarding procurement status for inquiries, emphasizing the confidentiality of the process.

V. NEXT MEETING: January 17 2024, at 11:00am Guam Time

VI. MEETING ADJOURNED AT 11:37am Guam Time

SIGN- IN SHEET

Project: Construction of the New Simon Sanchez High School

Purpose: Weekly Project Meeting

Date: Friday, January 10, 2025 **Time:** 10:00AM

Location: DPW FHWA Conference Room ** Joined Virtual

Y/N	Organization	Name	Email Address	Initials
Y	DPW	Vicente Arriola	vince.arriola@dpw.guam.gov	✓
	DPW	Linda Ibanez	linda.ibanez@dpw.guam.gov	
	DPW	Ernie Candoleta	ernest.candoleta@dpw.guam.gov	
	DPW	Valarie San Nicolas	valarie.sannicolas@dpw.guam.gov	
	DPW	John Calanayan	john.calanayan@dpw.guam.gov	
	GDOE	Dr. Erik Swanson	keswanson@gdoe.net	
	GDOE	Barbara Adamos	bradamos@gdoe.net	
	GDOE-SSHS	Carla Masnayon	cdmasnayon@gdoe.net	
	GDOE-SSHS	~~Melvin Pinona~~ Jessica Fajeran	jpfajeran@gdoe.net	
	GDOE-SSHS	Ron Canos		
	GDOE-SSHS	Keith Quiambao	kdquiambao@gdoe.net	
	GEDA	Tina Garcia	cgarcia@investguam.com	
	GEDA	John San Nicolas	jsannicolas@investguam.com	
	OAG	Tom Keeler	tkeeler@oagguam.org	
	TRMA	Michael Makio	Mmakio@traguam.com	
	TRMA	Cedric Cruz	ccruz@traguam.com	
	TRMA	Elmer Prudente Jr.	EPrudente@trguam.com	
Y	SSFM	Ed Hipolito	ehipolito@ssfm.com	**
	SSFM	Glenn Leon Guerrero	gguerrero@ssfm.com	
	SSFM	Gerard Bautista	gbautista@ssfm.com	
	SSFM	Joseph Duenas	jduenas@ssfm.com	
	SSFM	Connie Garrido	cgarrido@ssfm.com	
Y	SSFM	Alvin Bejosa	abejosa@ssfm.com	**

SIGN- IN SHEET

Project: Construction of the New Simon Sanchez High School

Purpose: Weekly Project Meeting

Date: Friday, January 17, 2025 **Time:** 10:00AM

Location: DPW FHWA Conference Room

** Joined Virtually

Y/N	Organization	Name	Email Address	Initials
	DPW	Vicente Arriola	vince.arriola@dpw.guam.gov	
	DPW	Linda Ibanez	linda.ibanez@dpw.guam.gov	
	DPW	Ernie Candoleta	ernest.candoleta@dpw.guam.gov	
	DPW	Valarie San Nicolas	valarie.sannicolas@dpw.guam.gov	
	DPW	John Calanayan	john.calanayan@dpw.guam.gov	
	DPW	Benny San Nicolas	benny.sannicolas@dpw.guam.gov	
	GDOE	Dr. Erik Swanson	keswanson@gdoe.net	
	GDOE	Barbara Adamos	bradamos@gdoe.net	
	GDOE-SSHS	Carla Masnayon	cdmasnayon@gdoe.net	
	GDOE-SSHS	Melvin Finona		
	GDOE-SSHS	Ron Canos		
	GDOE-SSHS	Keith Quiambao	kdquiambao@gdoe.net	
	GDOE-SSHS	Jessica Fejeran	jpfejeran@gdoe.net	
	GEDA	Tina Garcia	cgarcia@investguam.com	
	GEDA	John San Nicolas	jsannicolas@investguam.com	
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	TRMA	Michael Makio	Mmakio@traguam.com	
Y	TRMA	Cedric Cruz	ccruz@traguam.com	**
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	SSFM	Connie Garrido	cgarrido@ssfm.com	
Y	SSFM	Alvin Bejosa	abejosa@ssfm.com	**
Y	DLM	Joseph Borja	joseph.borja@land.guam.gov	
Y	GEDA	Celia Anderson	celia.anderson@investguam.com	

Gmail

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

SSHS DRAFT Financing Schedule

24 JAN 2025

Tina Garcia <cgarcia@investguam.com> Wed, Jan 22, 2025 at 11:49 AM
To: Vincent Arriola <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, "Joseph W Duenas, ENV SP" <jduenas@ssfm.com>, Glenn Leon Guerrero <gguerrero@ssfm.com>, Lester Carlson <lester.carlson@bbmr.guam.gov>
Cc: Melanie Mendiola <mel.mendiola@investguam.com>, Carlos Bordallo <carlos.bordallo@investguam.com>, John San Nicolas <jsannicolas@investguam.com>, Celia Anderson <celia.anderson@investguam.com>, Angelene Rios <angelene.rios@investguam.com>

Hafa Adai All,

Attached please find a DRAFT Financing Schedule for SSHS as prepared by GEDA and our Financial Advisor. I am sending it to this team for review before we finalize for the big group.

Should you have any questions or concerns, please let me know.

Senseremente,

Tina Garcia
Public Finance Manager

590 S. Marine Corps. Drive, Suite 511
Tamuning, GUAM 96913
T 671 647 4332
F 671 649 4146
E **tina.garcia@investguam.com**
W investguam.com

Guam Simon Sanchez High School Financing Schedule_GEDA.docx
547K

LOURDES A. LEON GUERRERO
Governor of Guam
I Maga'Haga Guahan

JOSHUA F. TENORIO
Lt. Governor of Guam
I Segundo Na Maga'Lahen Guahan

GUAM ECONOMIC DEVELOPMENT AUTHORITY
America in Asia
Aturidåd Inadilånton Ikunumihan Guahan

MELANIE MENDIOLA
Chief Executive Officer/Administrator
Atkådi Eksekutibu Ofisiat/Atmenestradora

CARLOS P. BORDALLO
Deputy Administrator
Sigundon Atmenestradot

GUAM DEPARTMENT OF PUBLIC WORKS
SIMON SANCHEZ HIGH SCHOOL LEASE FINANCING

Transaction Schedule - January 2025

Date	Activity
Week 1	• Release RFP for Contractor who can provide three specific cost items: ○ Cost to construct SSHS based on A&E provided. Need to include name of all subcontractors ○ Ability to finance a project or directly fund project through tax-exempt obligations or other financial instruments, provided that such financing is available at an interest rate of no more than 8.5% ○ Estimated annual cost for Insurance and Maintenance of the SSHS. Request to lock in this annual cost for first 3 years.
Week 8	• Contractor RFPs due
Week 12	• Select contractor
Week 13	• Distribute first drafts of Project Documents (Ground Lease Agreement between GDOE and Contractor, Development Agreement detailing commitments between the GDOE and Contractor, Insurance & Maintenance Agreement) and Bond Documents (Resolution, Indenture, Preliminary Official Statement, Bond Purchase Agreement)
Week 15	• Comments due on first drafts of Project Documents and Bond Documents • Distribute first draft rating presentation
Week 16	• Distribute second drafts of Project Documents and Bond Documents • Comments due on first draft rating presentation
Week 17	• Comments due on second drafts of Project Documents and Bond Documents • Distribute second draft of rating presentation
Week 18	• Distribute third and near final drafts of Project Documents and Bond Documents • Send documents to rating agencies • Send documents for final review by GEDA, AG's office, BBMR, DOA and Office of the Governor • Comments due on second draft of rating presentation
Week 19	• Distribute third draft of rating presentation • Rating meetings with rating agencies

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Week 20	• Due diligence call prior to bond sale • Finalize financing numbers, including project fund and capitalized interest fund investments
Week 22	• Receive ratings • Post preliminary official statement
Week 23-25	• Lease revenue bond sale (requires at least one week between receiving ratings and sale)
Week 25 – 28	• Close bonds • GDOE/GovGuam issues NTP to Contractor to begin construction

*** END ***

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

SSHS DRAFT Financing Schedule

Lester Carlson <lester.carlson@bbmr.guam.gov> Wed, Jan 22, 2025 at 12:04 PM
To: Tina Garcia <cgarcia@investguam.com>, Lester Carlson <lester.carlson@bbmr.guam.gov>
Cc: Vincent Arriola <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, "Joseph W Duenas, ENV SP" <jduenas@ssfm.com>, Glenn Leon Guerrero <gguerrero@ssfm.com>, Melanie Mendiola <mel.mendiola@investguam.com>, Carlos Bordallo <carlos.bordallo@investguam.com>, John San Nicolas <jsannicolas@investguam.com>, Celia Anderson <celia.anderson@investguam.com>, Angelene Rios <angelene.rios@investguam.com>

I suggest the Contractor requirements be revised as they ALONE cannot get the financing, but there is a provision that allows them to do so if they could

- Contractor who can provide three specific cost items:
  - Cost to construct SSHS based on A&E provided. Need to include name of all subcontractors
  - Ability to **work with the Guam Economic Development Authority to** finance **the SSHS Construction Lease-Leaseback** project, or directly fund **the SSHS Construction Lease-Leaseback** project, through the **issuance of** tax-exempt obligations or other financial instruments, provided that such financing is available at an interest rate of no more than 8.5 **and at a cost not to exceed $166,000,000 (please insert authorized borrowing limit as its in public law and publicly available)**

Estimated annual cost for Insurance and Maintenance of the SSHS. Request to lock in this annual cost for first 3 years.

My two cents for the day 😎
[Quoted text hidden]

Construction of New Simon Sanchez High School Weekly Progress Meeting
Agenda; January 24, 2025; 10 am

I. **CALL TO ORDER**

II. **ROLL CALL | ATTENDANCE**

III. **UNFINISHED BUSINESS**
- a. Update on construction cost estimate to determine base bid- TRMA
- b. Financing Flow Chart- GEDA
- c. Status of Final FF&E List and funding from GCC- TRMA — $197,000
- d. Status of GDOE FF&E Funding
- e. Definition of "FF&E Services" for GEDA- SSFM
- f. RFP Development
  - i. Update on Financing Specifications for RFP- GEDA
  - ii. Update on Technical Outline Specifications for RFP - TRMA
  - iii. Updated on Insurance and O&M Specifications- SSFM
- g. Project RFP Development Milestones Schedule- SSFM
  - i. 1st DRAFT of RFP Working Template- End of December (Done)
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  - v. 90% DRAFT RFP (Transmit for Legal Review) – February 24th.
  - vi. RFP Target Issuance | Advertisement – Prior to March 28, 2025.

IV. **NEW BUSINESS**
- a. Upcoming Meetings
  - i. Weekly SSFM DPW Director Meeting- Wednesday, January 29th, 9am.
  - ii. Weekly SSFM TRMA Weekly Meeting- Thursday, January 30th, 11am.
  - iii. Weekly SSHS Weekly Progress meeting- Friday, January 31st, 11am.

V. OPEN DISCUSSION

VI. ACTION ITEMS → NDA

VII. NEXT MEETING- January 31st, 2025, 10 am, DPW

VIII. ADJOURNED

* Set up separate mtg for evaluation.

10:03am

Construction of New Simon Sanchez High School Weekly Progress Meeting
Agenda; January 24, 2025; 10 am

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V. OPEN DISCUSSION

VI. ACTION ITEMS

VII. NEXT MEETING- January 31st, 2025, 10 am, DPW

VIII. ADJOURNED

3% inflation on estimat
10% mil const (20x 7%
(134 million raised to 180 mill

calculated ✓ est. from 9a ($197,000.—)

SSFM will have financing flow chart by next wk

Pama wk w/gdoe for FF&E

(have a separate mtg for evaluation team)

continue... to evaluation criteria FF&E points

NDA's, town can cancel use general NDA only DPW Director Sup Swann to talk to media

1bid 2008 (previous bid under Felix Camacho

2nd 2017 (under Eddie Calvo)

JOBS wants to review these

Eval (w/ SSFM) 1wk (1-2hrs) to discuss evaluation criteria

DPW Director Almoda
Superintendent Swann
Principal Macnayon
Benny SN
Joseph Borja (Board Mgmt)
Geda

Construction of New Simon Sanchez High School Weekly Progress Meeting
Agenda; January 24, 2025; 10 am

I. **CALL TO ORDER**

II. **ROLL CALL | ATTENDANCE**

III. **UNFINISHED BUSINESS**
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- f. RFP Development
  - i. Update on Financing Specifications for RFP- GEDA
  - ii. Update on Technical Outline Specifications for RFP - TRMA
  - iii. Updated on Insurance and O&M Specifications- SSFM
- g. Project RFP Development Milestones Schedule- SSFM
  - i. 1st DRAFT of RFP Working Template- End of December (Done)
  - ii. 2nd DRAFT of RFP Working Template- Friday January 24th. (Done)
  - iii. 3rd DRAFT of RFP w/ full TRMA Technical- February 12th.
  - iv. DPW/ CM Page by Page Review of RFP- February 13th-18th
  - v. 90% DRAFT RFP (Transmit for Legal Review) – February 24th.
  - vi. RFP Target Issuance | Advertisement – Prior to March 28, 2025.

IV. **NEW BUSINESS**
- a. Upcoming Meetings
  - i. Weekly SSFM DPW Director Meeting- Wednesday, January 29th, 9am.
  - ii. Weekly SSFM TRMA Weekly Meeting- Thursday, January 30th, 11am.
  - iii. Weekly SSHS Weekly Progress meeting- Friday, January 31st, 11am.

V. OPEN DISCUSSION

VI. ACTION ITEMS

VII. NEXT MEETING- January 31st, 2025, 10 am, DPW

VIII. ADJOURNED

SIGN- IN SHEET

Project: Construction of the New Simon Sanchez High School

Purpose: Weekly Project Meeting No. 09

Date: Friday, January 24, 2025 **Time:** 10:00AM

Location: DPW FHWA Conference Room ** ONLINE

Y/N	Organization	Name	Email Address	Initials
	DPW	Vicente Arriola	vince.arriola@dpw.guam.gov	
Y	DPW	Linda Ibanez	linda.ibanez@dpw.guam.gov	**
	DPW	Ernie Candoleta	ernest.candoleta@dpw.guam.gov	
	DPW	Valarie San Nicolas	valarie.sannicolas@dpw.guam.gov	
	DPW	John Calanayan	john.calanayan@dpw.guam.gov	
	DPW	Benny San Nicolas	benny.sannicolas@dpw.guam.gov	
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	GDOE	Barbara Adamos	bradamos@gdoe.net	
	GDOE-SSHS	Carla Masnayon	cdmasnayon@gdoe.net	
	GDOE-SSHS	Melvin Finona		
	GDOE-SSHS	Ron Canos		
	GDOE-SSHS	Keith Quiambao	kdquiambao@gdoe.net	
	GDOE-SSHS	Jessica Fejeran	jpfejeran@gdoe.net	
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	GEDA	John San Nicolas	jsannicolas@investguam.com	
	GEDA	Celia Anderson	celia.anderson@investguam.com	
	OAG	Tom Keeler	tkeeler@oagguam.org	
	TRMA	Michael Makio	Mmakio@traguam.com	
	TRMA	Cedric Cruz	ccruz@traguam.com	
	TRMA	Elmer Prudente Jr.	EPrudente@trguam.com	
Y	SSFM	Ed Hipolito	ehipolito@ssfm.com	**
	SSFM	Glenn Leon Guerrero	gguerrero@ssfm.com	
	SSFM	Gerard Bautista	gbautista@ssfm.com	
	SSFM	Joseph Duenas	jduenas@ssfm.com	
	SSFM	Connie Garrido	cgarrido@ssfm.com	
Y	SSFM	Alvin Bejosa	abejosa@ssfm.com	**
	DLM	Joseph Borja	joseph.borja@land.guam.gov	
	BBMR	Lester Carlson	lester.carlson@bbmr.guam.gov	
	DLM	CELINE CRUZ	celine.cruz@land.guam.gov	

LOURDES A. LEON GUERRERO
Governor of Guam
I Maga'Haga Guahan

JOSHUA F. TENORIO
Lt. Governor of Guam
I Segundo Na Maga'Lahen Guahan

GUAM ECONOMIC DEVELOPMENT AUTHORITY
America in Asia
Aturidåd Inadilånton Ikunumihan Guahan

MELANIE MENDIOLA
Chief Executive Officer/Administrator
Atkådi Eksekutibu Ofisiat/Atmenestradora

CARLOS P. BORDALLO
Deputy Administrator
Sigundon Atmenestradot

GUAM DEPARTMENT OF PUBLIC WORKS
SIMON SANCHEZ HIGH SCHOOL LEASE FINANCING

Transaction Schedule - January 2025

Date	Activity
Week 1	• Release RFP for Contractor who can provide three specific cost items: ○ Cost to construct SSHS based on A&E provided. Need to include name of all subcontractors ○ Ability to finance a project or directly fund project through tax-exempt obligations or other financial instruments, provided that such financing is available at an interest rate of no more than 8.5% ○ Estimated annual cost for Insurance and Maintenance of the SSHS. Request to lock in this annual cost for first 3 years.
Week 8	• Contractor RFPs due
Week 12	• Select contractor
Week 13	• Distribute first drafts of Project Documents (Ground Lease Agreement between GDOE and Contractor, Development Agreement detailing commitments between the GDOE and Contractor, Insurance & Maintenance Agreement) and Bond Documents (Resolution, Indenture, Preliminary Official Statement, Bond Purchase Agreement)
Week 15	• Comments due on first drafts of Project Documents and Bond Documents • Distribute first draft rating presentation
Week 16	• Distribute second drafts of Project Documents and Bond Documents • Comments due on first draft rating presentation
Week 17	• Comments due on second drafts of Project Documents and Bond Documents • Distribute second draft of rating presentation
Week 18	• Distribute third and near final drafts of Project Documents and Bond Documents

590 S. Marine Corps, Dr. Suite 511 ITC Building
Tamuning, GUAM 96913
T 671.647.4332 F 671.649.4146
www.investguam.com

Date	Activity
	• Send documents to rating agencies • Send documents for final review by GEDA, AG's office, BBMR, DOA and Office of the Governor • Comments due on second draft of rating presentation
Week 19	• Distribute third draft of rating presentation • Rating meetings with rating agencies
Week 20	• Due diligence call prior to bond sale • Finalize financing numbers, including project fund and capitalized interest fund investments
Week 22	• Receive ratings • Post preliminary official statement
Week 23-25	• Lease revenue bond sale (requires at least one week between receiving ratings and sale)
Week 25 – 28	• Close bonds • GDOE/GovGuam issues NTP to Contractor to begin construction

*** END ***

Construction of New Simon Sanchez High School
Weekly Progress Meeting No. 10
Agenda; January 31, 2025; 10 am

I. **CALL TO ORDER**

II. **ROLL CALL | ATTENDANCE**

III. **UNFINISHED BUSINESS** - Cedric - stillbergs updated

a. Status of Final FF&E List, Cost and Funding from GCC- TRMA
b. Definition of "FF&E Services" for GEDA- Ensure Developer purchases and installs using government funds (GDOE). full FF & E to be installed by developer
c. RFP Development gdoe to transfer funds to DPW/SO DPW on behalf developer
   i. Update on Financing Specifications for RFP- GEDA
   ii. Update on Technical Outline Specifications for RFP - TRMA - 50-60% complete
   iii. Updated on Insurance and O&M Specifications- SSFM glenn has language for this
d. Project RFP Development Milestones Schedule- SSFM
   i. 1st DRAFT of RFP Working Template- End of December (Done)
   ii. 2nd DRAFT of RFP Working Template- Friday January 24th. (Done)
   iii. 3rd DRAFT of RFP w/ full GEDA and TRMA Technical- February 12th.
   iv. DPW/ CM Page by Page Review of RFP- February 13th-18th.
   v. 90% DRAFT RFP (Transmit for Legal Review) – February 24th.
   vi. RFP Target Issuance | Advertisement – Prior to March 31, 2025.
e. Revised Gantt Chart- SSFM
f. DRAFT DPW NDA- SSFM – sent to DPW for review. Cecilia will talk to John Calvo about this (Eval criteria)

IV. **NEW BUSINESS**

a. Upcoming Meetings (Update)
   i. Weekly SSFM DPW Director Meeting- Wednesday, February 5th, 9am.
   ii. Meeting DPW/ Evaluation committee- Wednesday, February 5th, 11am.
   iii. Weekly SSFM TRMA Weekly Meeting- Thursday, February 6th, 11am.
   iv. Weekly SSHS Weekly Progress meeting- Friday, February 7th, 10 am
b. CAHA Requirement - gcda (TRMA) sent docs

V. OPEN DISCUSSION - gcda asked DLM to ensure leaseback on SSHS property is a and no underlying stays on land

VI. ACTION ITEMS

VII. NEXT MEETING- February 7th, 2025; 10 am, DPW

VIII. ADJOURNED @ 10:20 am

SSFM International

Innovate | Adapt | Sustain

The Construction of Simon Sanchez High School
Project No.: 730-5-1058-L-YIG
Project Meeting #10

Date: January 31, 2025
Time: 11:00am – 12:00nn (ChST)
Location: DPW FHWA Conference Room / MS TEAMS Virtual Conferencing

I. ATTENDEES (Refer to Attached Sign-In Sheet):

II. DISCUSSION TOPICS (KEY ITEMS)

1. Status of Final FF&E List
   a. CC (TRMA): Still being updated in collaboration with the GDOE planning committee and GCC. Follow-up meetings will be scheduled to finalize the FF&E list.
2. Definition of "FF&E Services" for GEDA
   a. JD (SSFM) Clarified that GDOE will transfer FF&E funds to DPW. Contractor will be responsible of procuring and installing all FF&E.
   b. EH (SSFM) Emphasized the importance of clearly outlining that the Contractor is responsible for the FF&E to mitigate risks and streamline operations.
   c. ES (GDOE) Agreed that this approach would simplify the procurement process and eliminate unnecessary complications.
3. Update on Financing Specifications for RFP
   a. TG (GEDA): The financing draft was sent to Joe and Vince, including templates of recent school lease-backed financing from the U.S. Government.
4. Update on Technical Outline Specifications for RFP
   a. CC (TRMA): Provided an update that the program documents are 50% to 60% complete. They are currently receiving information from consultants and will have a clearer completion percentage soon. Confirmed that they remain on schedule for submission on the 14th.
5. Update on Insurance and Operations and Maintenance (O&M) Specifications for RFP
   a. JD (SSFM): Provided an update on Operations and Maintenance (O&M), stating that GLG has prepared the attachment or language to be inserted into the RFP. EH (SSFM) Confirmed that everything is on track.
6. RFP Development Milestones Schedule Update
   a. EH (SSFM): 1st and 2nd draft of RFP template completed, and currently working towards the February 12th (SSFM/GEDA)/14th(TRMA) deliverable, which will be the third iteration.
   b. After the draft, the focus will be on preparing for legal review while also scheduling a presentation of TRMA work on the documents to ensure clarity and address any last-minute changes.
   c. The target to get the documents to legal by the end of February and to issue the RFP by the end of March.
   d. Noted the work on the Gantt schedule, indicating a target date of the 28th of February for internal requirements from DPW related to issuing the RFP.
7. RFP Structure Discussion
   a. EH (SSFM): Confirmed that the RFP structure will remain unchanged, and will have attachments for both Finance and Design/Construction/O&M/Insurance.
   b. All agreed to send the RFP through GEDA bond counsel and the Attorney General's office for review to ensure legal compliance.
   c. EH (SSFM): Stated that the RFP should be ready for bond counsel review after the third iteration, expected after February 14th.
8. Gantt Chart and NDA Update
   a. EH (SSFM): The Gantt chart has been revised and provided to DPW. The delay in distribution is due to the pending review of the NDA.

b. EH (SSFM): Draft NDA was sent via email to DPW and are waiting for their review so it can be put on letterhead and distributed. Once the NDA is finalized, more documents will be shared at upcoming meetings.

9. Upcoming Meetings
   a. Evaluation committee meeting requested by DPW is scheduled for next Wednesday, February 5th. The meeting will focus on discussing the selection criteria and reviewing different formats to determine what should be included in the final RFP.
   b. Other weekly meetings (TRMA/SSFM on Thursday and SSHS Stakeholder Friday Meeting) are scheduled for regular times.
10. Guam Council on the Arts and Humanities Agency (CAHA) requirements
   a. TG (GEDA): Noted that 1% of construction costs must be allocated for local arts under CAHA requirements, suggesting the developer include this in their budget.
   b. EH (SSFM) Confirmed familiarity with the CAHA process, stating a selection panel is needed to choose artists, and emphasized strict adherence to the requirement. Meeting CAHA is specified in the current RFP Draft.
11. Open Discussion: Cost Adjustments
   a. TG (GEDA) Noted that 1% of construction costs must be allocated for local arts under CAHA requirements, suggesting the developer include this in their budget. TG (GEDA) Reported that the estimated cost for the basic building has increased from $134 million to approximately $158 million due to inflation and new analyses.
   b. JD (SSFM) Proposed that they can negotiate construction costs after awarding the RFP, with a focus on innovative design and other factors.
   c. TG (GEDA) Clarified that discussions with the BBMR are crucial to ensure funds are allocated in the budget for fiscal year 2026. JD (SSFM) confirmed he has been in contact with Lester regarding the funding and legislative plans.
   d. EH (SSFM): Construction costs can be adjusted during negotiations, and flexibility in Cedric's documentation will aid in meeting legal requirements while maximizing project benefits.
12. Open Discussion: Finance and Property Issues
   a. TG (GEDA): Raised concerns about ensuring that the property for Simon Sanchez does not have federal restrictions, like issues encountered with JFK, where federal regulations prevented leasing.
   b. JB (Land Dev) Clarified that the discussion revolves around Simon Sanchez and noted that historical transfer documents may impose limitations on property use. Mentioned that certain properties transferred to Guam have restrictions on their use, particularly regarding the intended purpose for housing or educational use. JB will be responsible for researching property restrictions.

III. ACTION ITEMS

1. TRMA: Finalize the FF&E list with the planning committee and GCC and provide updates in follow-up meetings for the program documents prior to submission on Feb 12th / 14th.
2. TRMA & SSFM: Ensure all FF&E procurement responsibilities are transferred to the contractor/developer and update programmatic documents accordingly.
3. SSFM: Refine the financing sections of the RFP and ensure attachments from TRMA and GEDA are included.
4. SSFM: Refine and ensure the necessary Operations and Maintenance (O&M) language in the RFP.
5. SSFM & TRMA: to schedule a presentation regarding the programmatic documents for the team.
6. DPW: Feedback on the Non-Disclosure Agreement (NDA) document sent by SSFM.
7. SSFM & GEDA: Include the CAHA requirement in the RFP, ensuring it covers both commissioning and installation costs of the artwork.
8. SSFM: Ensure the RFP undergoes thorough legal review by the Attorney General's office before finalization.
9. JB (Land Dev) to research potential issues regarding property titles linked to federal government restrictions.

IV. MEETING ADJOURNED AT 10:26 AM (ChST)

V. NEXT MEETING: February 14, 2024, at 11:00am Guam Time

SIGN- IN SHEET

Project: Construction of the New Simon Sanchez High School

Purpose: Weekly Project Meeting No. 10

Date: Friday, January 31, 2025 **Time:** 10:00AM

Location: DPW FHWA Conference Room

** - Joined Online

Y/N	Organization	Name	Email Address	Initials
	DPW	Vicente Arriola	vince.arriola@dpw.guam.gov	
Y	DPW	Linda Ibanez	linda.ibanez@dpw.guam.gov	**
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	DPW	Valarie San Nicolas	valarie.sannicolas@dpw.guam.gov	
	DPW	John Calanayan	john.calanayan@dpw.guam.gov	
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	GDOE	Barbara Adamos	bradamos@gdoe.net	
	GDOE-SSHS	Carla Masnayon	cdmasnayon@gdoe.net	
	GDOE-SSHS	Melvin Finona		
	GDOE-SSHS	Ron Canos		
	GDOE-SSHS	Keith Quiambao	kdquiambao@gdoe.net	
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	GEDA	John San Nicolas	jsannicolas@investguam.com	
	GEDA	Celia Anderson	celia.anderson@investguam.com	
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	TRMA	Cedric Cruz	ccruz@traguam.com	
	TRMA	Elmer Prudente Jr.	EPrudente@trguam.com	
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	SSFM	Glenn Leon Guerrero	gguerrero@ssfm.com	
	SSFM	Gerard Bautista	gbautista@ssfm.com	
	SSFM	Joseph Duenas	jduenas@ssfm.com	
	SSFM	Connie Garrido	cgarrido@ssfm.com	
Y	SSFM	Alvin Bejosa	abejosa@ssfm.com	**
	DLM	Joseph Borja	joseph.borja@land.guam.gov	
	DLM	Celine Cruz	celine.cruz@land.guam.gov	
	BBMR	Lester Carlson	lester.carlson@bbmr.guam.gov	
	GEDA	Angelene Rios	angelene.rios@investguam.com	

DRAFT

REQUEST FOR PROPOSALS

FOR

CONSTRUCTION OF NEW SIMON SANCHEZ HIGH SCHOOL FINANCE, DEMOLITION, DESIGN, BUILD, MAINTAIN, AND LEASEBACK (FDDBLM)

PROJECT NO. (INSERT HERE)

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO

DEPARTMENT OF PUBLIC WORKS
GOVERNMENT OF GUAM

MARCH 2025

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

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

public works
DIPATTAMENTON CHE'CHO PUPBLEKO
VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR.
Deputy Director

SPECIAL REMINDER TO PROSPECTIVE OFFERORS

Proposers are reminded to read the Request for Proposals and to comply with the mandatory requirements listed below. Proposals not in compliance with the mandatory requirements may be disqualified.

DPW Check-off

( ) **PROPOSAL PACKAGE**

- ☐ Package must be sealed, and the outside clearly marked with the Project Name, Project No. and the name of the Proposer
- ☐ One (1) original and six (6) copies of the Proposal enclosed
- ☐ One (1) electronic copy of the Proposal on USB portable storage device
- ☐ Copy of Guam Business License enclosed

( ) **COVER LETTER** (One single-sided page maximum)

- ☐ Name and phone number of the Proposer's contact person relative to the proposal
- ☐ Firm's principal place of business and the location of the office proposing/sponsoring the work relative to this proposal
- ☐ Unique Entity Identifier (UEI)
- ☐ Brief statement acknowledging the firm's understanding of the scope of work
- ☐ Positive commitment to perform the services described and provide the personnel specified in the submission
- ☐ Acknowledgement that all addenda were received (list addendum no. and date)

( ) **BODY OF THE PROPOSAL** (excluding the cover letter and forms)

- ☐ Does not exceed twelve (12) single-sided 8½" x 11" unfolded pages
- ☐ Single-spaced and pages are numbered consecutively on the bottom
- ☐ Subdivided into the sections identified in the Consultant Evaluation Criteria

( ) **PROPOSER'S AFFIRMATION AND DECLARATION (Attachment E; Exhibit A)**

- ☐ The affidavit must be completed, notarized and dated

( ) **PROPOSAL SIGNATURE FORM (Attachment E; Exhibit B)**

- ☐ The form must be completed and signed

( ) **AFFIDAVIT DISCLOSING OWNERSHIP, INFLUENCE, COMMISSIONS AND CONFLICTS OF INTEREST (Attachment E; Exhibit C)**

☐ The affidavit must be completed, notarized and dated

( ) **AFFIDAVIT re NON-COLLUSION (Attachment E; Exhibit D)**

☐ The affidavit must be completed, notarized and dated

( ) **AFFIDAVIT re NO GRATUITIES or KICKBACKS (Attachment E; Exhibit E)**

☐ The affidavit must be completed, notarized and dated

( ) **AFFIDAVIT re ETHICAL STANDARDS (Attachment E; Exhibit F)**

☐ The affidavit must be completed, notarized and dated

( ) **DECLARATION re COMPLIANCE WITH U.S DOL WAGE DETERMINATION (Attachment E; Exhibit G)**

☐ The declaration must be completed and signed

( ) **AFFIDAVIT re CONTINGENT FEES (Attachment E; Exhibit H)**

☐ The affidavit must be completed, notarized and dated

( ) **CERTIFICATION REGARDING LOBBYING (Attachment E; Exhibit I)**

☐ Must be completed and signed

CONSTRUCTION OF NEW SIMON SANCHEZ HIGH SCHOOL
FINANCE, DEMOLITION, DESIGN, BUILD, MAINTAIN AND LEASEBACK
(FDDBML)

TECHNICAL SPECIFICATION

PROJECT NO. XXX-X-XXX-X-XXXX

TABLE OF CONTENTS

		Page
1.	Body of Proposal	4
2.	Attachment "A" (Financial)	20
	• Exhibit A – Leaseback Agreement	
	• Exhibit B – Evaluation Form	
3.	Attachment "B" (Construction)	31
4.	Attachment "C" (Insurance & Operations & Maintenance)	76
5.	Attachment "D" (FF&E)	94
6.	Attachment "E" (Forms)	
	• Exhibit A – Proposer's Affirmation	96
	• Exhibit B – Proposer's Signature Form	97
	• Exhibit C – Affidavit Disclosing Ownership,	99
	• Exhibit D – Affidavit re Non-Collusion	103
	• Exhibit E – No Gratuities or Kickbacks	104
	• Exhibit F – Affidavit re Ethical Standards	105
	• Exhibit G – Declaration re Compliance with U.S. DOL Wage Determination	106
	• Exhibit H – Affidavit re Contingent Fees	108
	• Exhibit I – Certification Regarding Lobbying	109

REQUEST FOR PROPOSALS
CONSTRUCTION OF NEW SIMON SANCHEZ HIGH SCHOOL FINANCE, DEMOLITION, DESIGN, BUILD, MAINTAIN, LEASEBACK (FDDBLM)
Project No. (INSERT HERE)

I. INTRODUCTION

1. EXECUTING AGENCY

The Governor of Guam through the Department of Public Works (DPW) and with the assistance of the Guam Economic Development Authority (GEDA) hereby issues this Request for Proposal (RFP) for a Finance, Demolition, Design, Build, Maintain and Leaseback Project (FDDBML) for One (1) New High School in Yigo.

All proposals submitted under this RFP must comply with Government of Guam requirements incorporated specifically in the FDDBML invitation, or if silent in the RFP, as applicable under Guam Procurement Law, Rules, and Regulations.

This solicitation for FDDBML describes the scope of services required from the successful Proposer and provides instructions for the submission of proposals.

2. WHO MAY SUBMIT A PROPOSAL

Any "Developer, Contractor, Finance Company or Individual" may submit a proposal.

"Developer, Contractor, Finance Company or Individual" shall mean any COMPANY organized and operating under the laws of any state or territory of the United States and who may be subject to Guam Licensing laws. Specific information on licenses may be obtained from the Director of the Revenue and Taxation. A special purpose corporation proposal may also be a consideration.

3. PURPOSE

The successful Proposer will serve as the primary lessor of the schools for the Government of Guam.

II. INTENT

The Governor of Guam through the Department of Public Works intends to obtain high school facility through a municipal leaseback program as described in this Finance, Demolition, Design, Build, Maintain and Leaseback (FDDBML) the financing of which shall not exceed One Hundred Sixty-Six Million Three Hundred Sixty-Five Thousand Dollars ($166,365,000) and shall comply with all other provisions of Public Law 37-22.

III. TERM AND PERIOD OF PERFORMANCE

The term of this solicitation is comprised of two sections: A) Financing and Construction not to exceed seven hundred and twenty (720) days from the issuance of the Notice to Proceed and B) the negotiated Leaseback period.

IV. BACKGROUND

The GDOE is authorized to lease school property to the developer for the purpose of facilitating the financing, demolition, construction, FF&E services of the new Simon Sanchez High School. The GDOE is also authorized to leaseback from the developer the new Simon Sanchez High School for a period mutually agreed upon by the developer as may be reasonably necessary to amortized over the leaseback period the cost associated with the financing, demolition, construction and FF&E services for the new Simon Sanchez High School as provided in Public Law 37-22. In no event shall the end of such leaseback period be later than the date thirty (30) years from the completion of the new Simon Sanchez High School. The leaseback may be structured as an annually renewable lease with a provision for automatic renewable to the extent that pledged revenue under § Section 58D109 is available. The leaseback shall not be construed as "public indebtedness," as that term is defined in 48 USC § Section 1432a, §11 of the Organic Act of Guam, or Guam law.

V. SCOPE OF WORK

This RFP is comprised of three parts: 1) Financial, 2) Construction, 3) Insurance, Operations & Maintenance. Refer to Attachment A – Financial, Attachment B – Construction, Attachment C – Insurance, Operations & Maintenance.

VI. PROPOSERS QUALIFICATIONS

Refer to Attachment A – Financial, Attachment B – Construction, Attachment C – Insurance, Operations & Maintenance.

VII. PLEDGED GENERAL FUNDS RESERVED

Refer to Attachment A – Financial.

VIII. SPECIAL PROVISIONS

Refer to Attachment A – Financial and Attachment B – Construction.

IX. SELECTION SCHEDULE

The selection schedule is projected to be as follows (all dates and times are Guam Standard Time):

REQUEST FOR PROPOSAL RELEASE ..... Friday, March 28, 2025

PRE-PROPOSAL CONFERENCE / TELECONFERENCE **(MANDATORY)** ..... Friday, April 4, 2025, 11:00 A.M.,

DPW FHWA Conference Room, 2nd Floor,

DEADLINE FOR QUESTIONS/CLARIFICATIONS ..... Friday, April 18, 2025, 4:00 P.M.

RESPONSE / REPLIES FOR QUESTIONS /CLARIFICATIONS..... Wednesday, April 30, 2025, 4:00 P.M.

PROPOSAL SUBMISSION DEADLINE.....**Friday, May 23, 2025**

INTERVIEWS ..... Thursday, June 4-5, 2025

ANTICIPATED SELECTION NOTICE..... Tuesday, June 20, 2025

X. GENERAL REQUIREMENTS

1. MINIMUM PROPOSALS AND MANDATORY REQUIREMENTS

The Proposer must provide information to indicate that it has the experience and qualifications necessary to provide the products and services requested in the RFP.

Specifically, the Proposer must:

a) Have knowledge and experience in Leaseback development to include Finance, Demolition, Design, Build, Maintain and Operate.
b) Identify a team that can deliver the services required in this RFP.
c) Be financially stable as required by the RFP.
d) Be able to establish an office in Guam with thirty (30) days of Notice of Proceed.

2. PRE-PROPOSAL CONFERENCE

A **MANDATORY** pre-proposal conference / teleconference will be held as stated in Section IX. SELECTION SCHEDULE. All interested firms are required to participate in person or via telephone (671-645-4482, participation code: 517110).

3. QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS

To ensure fair consideration for all Proposers, DPW prohibits any Proposers to communicate with any DPW and its employees, members of the selection committee during the submission process regarding the RFP. Questions relative to the interpretation of the proposal process shall be sent in writing and by email prior to the date and time stated in Section IX. SELECTION SCHEDULE.

Send questions to:

Vincent P. Arriola, Director
Department of Public Works
542 N. Marine Drive, Upper Tumon
Tamuning, Guam 96931
(671) 646-3131
Email to: vince.arriola@dpw.guam.gov

Additionally, the DPW prohibits communications initiated by a Proposer with any DPW official or employee, evaluation committee member, evaluating or considering the proposals prior to the time a selection has been made, except as initiated by the appropriate DPW official or employee, in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposals. Communications initiated by a

Proposer may be grounds for disqualifying the offending Proposer from consideration of the proposal and/or any future proposal.

4. PROPOSAL DUE DATE

Sealed proposals with one (1) original and six (6) complete copies and one (1) electronic copy shall be submitted no later than the date and time stated in Section IX SELECTION SCHEDULE. Proposals will not be accepted after the date and time specified.

Deliver Proposals to:

Department of Public Works
Director's Office
542 North Marine Corps Drive
Tamuning, Guam 96913
(671) 649-3121

The outside of the package must be clearly marked **"CONSTRUCTION OF NEW SIMON SANCHEZ HIGH SCHOOL FINANCE, DEMOLITION, DESIGN, BUILD, MAINTAIN, LEASEBACK (FDDBML) Project No. (Insert number)"** and include the name of the Proposer. All proposals must be in writing and submitted in sealed packages. Unsealed proposals will be disqualified and rejected.

XI. CONTENT OF PROPOSAL

All proposals shall be in writing and include the information outlined below in the prescribed organizational format. The Consultant may designate those portions of the proposal that contain trade secrets or other proprietary data, which may remain confidential. Confidential information, if any, must be in a completely separate and distinct section of the proposal.

1. COVER LETTER

Each proposal shall include a one-page, single-sided, 8½" x 11" cover letter. It must be signed by a person within the firm who is authorized to make representations on behalf of the firm and to bind the firm. The cover letter shall include the following information:

a) The name and phone number of the firm's contact person relative to the proposal.

b) The firm's principal place of business and the location of the office proposing/sponsoring the work relative to this proposal.

c) A brief statement acknowledging the firm's understanding of the scope of work.

d) A positive commitment to perform the services described and provide the personnel specified in the submission.

e) An acknowledgement that all addenda were received (list each addendum number and date in the letter).

The cover letter must also address the following questions:

a) Has the firm or any proposed subconsultant failed to complete work for which a contract was issued? If yes, explain the circumstances.

b) Are there any civil or criminal actions pending against the firm or any proposed subconsultant? If yes, explain in detail.

c) Has the firm ever been disqualified or debarred from working from any public entity?

d) Proposals without this information will not be considered.

2. CONTENT OF PROPOSAL

2.1 Proposal should be prepared simply and economically, providing straightforward, concise description of the proposer's ability to fulfill requirements of the proposal in order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized in the following manner:

2.1.1 Title Page. Type the name of proposer's agency/firm, address, telephone number (s), name of contact person(s), date and title of the RFP. The Proposer shall use the exact legal name, as registered or to be registered with the Department of Revenue and Taxation, in the appropriate space(s), in the RFP Submission Packet.

2.1.2 Table of Contents. Include a clear identification of the written material by section and by page number

2.1.3 Response to Proposal. Specifically state the proposer's understanding of the work to be accomplished and make a positive commitment to perform the work to include each section addressed in the RFP.

2.1.3a Please provide a brief overview of your firm, including a description of capital, credit ratings and experience.

2.1.3b Please include your firm's proposed structure in detail, as well provisions for extension of maturity or roll-over, or any other hypothetical scenario.

2.1.3c Provide a preliminary term sheet or similar format outlining the terms and conditions of the proposed lease agreement including interest rates.

2.1.3d Discuss the estimated timeline for the issuance of this lease and describe your firm's ability to conduct this transaction in a timely matter. Please feel free to outline certain variables such a credit committee, and their effects, if any, on the terms and conditions of the financing.

2.1.3e Please include your firm's two (2) years latest audited financials.

2.1.3f Please describe any other terms and conditions required by your firm, in regard to this financing.

2.1.3g Organizational Chart. Indicate the principal personnel that would be available to GEDCA and the government, as well as describe their experience and responsibilities for this financing.

2.1.3h See attached Insertion.

2.1.4 References. Include a reference list of at least FIVE (5) clients to whom proposer has provided services similar to those being proposed to the INSERT JURISDICTION. This list will include the following information:

Name of Client:

Date of Services:

Address:

Contact Person:

Telephone Number(s):

2.1.5 General Statement of Experience. Include a written statement of experience in financing, providing and managing similar services. If the proposer does not possess an experience similar to the services required, proposer shall provide any pertinent information or experience Proposer feels may qualify for consideration of award.

2.1.6 Operational Plan. Include a narrative description and/or organizational chart outlining the methods of operation, operational structure, and services to be provided by the proposer. This description should fully and completely demonstrate the intended methods for servicing the requirements. This plan should specifically identify obligations of the Government of Guam (e.g.

financing, design, construction, maintenance, services and operational requirements)upon which the proposed plan is contingent. Proposers are encouraged to provide any other pertinent information which will assist the Government of Guam in evaluating the proposed method of operation.

2.1.7 TERMS OF PAYMENTS

2.1.7a The Government of Guam through the GDOE shall pay the Developer or Finance Company, on an annual basis, for all lease payments due in accordance with the terms of the contract.

2.1.7b All payments shall be made in accordance with, subject to, applicable provisions of §22505 of Chapter 22 of Title 5 of the Guam Code Annotated.

2.1.7c The Developer or Finance Company shall submit one (1) annual invoice, in original form, for lease payments due. The Government of Guam shall have thirty (30) calendar days after receipt of the invoice to make payment.

2.1.7d Non-Appropriation Clause : In event that sufficient funds (a) are not appropriated by the governing body of the Government Body prior to the beginning of any Renewal Term for the payment of the Base Rentals on the Base Rental Payment Dates and reasonably estimated Additional Rentals payable during such Renewal Term, or (b) are otherwise not legally available for such purpose, then an Event of appropriation shall be deemed to have occurred. If an Event of Non-appropriation shall occur, the Government Body shall not be obligated to make payment of the Base Rentals or Additional Rental's provided for herein beyond the last day of the Renewal Term during which such Event of non-appropriation occurs, except for the Government Body's obligation to pay Rentals which are payable prior to the termination of the Lease.

2.1.7e If the Government fails to perform as lessee under the lease or decides not to appropriate lease payments. Consequently, if the lessee takes possession of the building investors or the trustee will typically be permitted to operate the financed facility for a period of time specified in the ground lease. However, once the term of the ground lease expires, the Government Body is entitled to repossession of the site together with all improvements on the site free and clear of any interest of the investors or a trustee on their behalf.

2.1.8 Proposer's Affirmation and Declaration. Complete and have notarized the Proposer's Affirmation and Declaration form provided in the RFP Package. An authorized representative of the firm must sign this form as defined in 3.1.9 below.

In addition, the affidavit shall contain the name 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 the bid for the bidder and shall contain the amounts of any such commission, gratuity or compensation. the affidavit shall be open and available to the public for inspection and copying. Failure to submit the affidavit concerning commissions paid shall be deemed nonresponsive and cause for rejection upon receipt of the proposal.

2.1.9 Proposal Signature form. An authorized representative of the firm as defined below must sign this form:

When a proposer is a corporation, the president or vice president signing shall set out the corporate name in the full beneath which he/she shall sign his/her name and give the title of his/her office. The proposal shall also bear the seal of the corporation attested by its corporate secretary.

When the proposer is a partnership, the proposal shall be signed in the name of the partnership by a general partner or other person duly authorized to bind the partnership. The capacity and authority of the person signing shall also be given.

When the proposer is an individual or sole proprietorship, the proposal shall be sign by the individual owner stating name and style under which the proposer is doing business.

If the proposer is doing business under a fictitious name, the proposer must submit a copy of Certificate of Registration.

When the proposer is a joint venture, each joint venture must sign the proposal as herein above indicated.

2.2 Each proposal submitted will be graded and evaluated based on the combined total weighted score of Parts I and II. Part I has a weight of 70%. Part II has a weight of 30%. Each proposal submitted will be evaluated using Evaluation Form.

2.3 Only after the qualifying of the proposals will discussions begin.

2.4 The basis for the negotiations will be the leaseback program proposed by the highest rated proposer based on the evaluation.

3 LICENSES

a) Include copy of Guam Business License

b) Include any other information required in Attachments A, B, & C.

4 FORMS

a) Submit all completed forms provided in Section IX. ATTACHMENTS with this RFP, including:

- Exhibit A – Proposer's Affirmation
- Exhibit B – Proposer's Signature Form
- Exhibit C – Affidavit Disclosing Ownership, Influence, Commissions and Conflicts of Interest
- Exhibit D – Affidavit re Non-Collusion
- Exhibit E – No Gratuities or Kickbacks
- Exhibit F – Affidavit re Ethical Standards
- Exhibit G – Declaration re Compliance with U.S. DOL Wage Determination
- Exhibit H – Affidavit re Contingent Fees
- Exhibit I – Certification Regarding Lobbying

b) Include any other information required in Attachments A, B, & C.

XI. EVALUATION OF PROPOSALS AND AWARD OF CONTRACT

Proposals will not be opened publicly. They will be opened in the presence of two (2) or more procurement officials. Proposals will be evaluated and ranked by the criteria provided in this RFP (see Attachment A for point breakdown) by a committee established by Public Law 37-22. The Evaluation Board includes the GDOE Superintendent as the Chairperson; DPW Director or Deputy Director and the Building Permits Administrator; the Director of Land Management or Guam Chief Planner; the Administrator of Guam Economic Development Authority or Deputy Administrator; and the Principal of Simon Sanchez High School or designee.

The Evaluation Board may conduct discussions with the top three (3) qualified Proposers following submission and evaluation of proposals and will notify the Proposers with date and time for the discussion. The Proposer has the choice to appear in person and/or teleconference. Each Proposer will have a maximum of thirty (30) minutes to make a presentation and thirty (30) minutes to answer questions. A computer projector will be available for use by the Proposers. In addition, a phone will be made available should the proposer need to contact personnel not present in person. Discussions will be held at:

Department of Public Works
Division of Highways Building, 2nd Floor Conference Room 201
(671)645-4482, participation code: 517110

The evaluation process includes the following:

1. Each board member evaluates the proposal and ranks the firm based on the assigned points for each criterion. The firm with the greatest total aggregated points for a criterion will be ranked number one (1) for that criterion. This process is conducted for each criterion.

2. Each board member's evaluated ranking number will be combined and the aggregated total will determine the Evaluation Board's combined ranking order of preference. The firm with the least aggregated rank total shall be considered number one for the selection while the firm having the most rank aggregated total shall be considered last.

3. Tie Breaker Procedure: In the event that two (2) or more firms' rank aggregated total are determined to be equal, the Chairperson will evaluate the proposals to break the tie.

4. The Evaluation Board will prepare a report determining the best qualified firm with ranking order of preference and submit it to the DPW Director and recommend the number one ranked firm for the first opportunity to negotiate a contract.

5. The DPW Director will review the report from the Evaluation Board and will approve or disapprove the recommendation.

Failure to comply with any mandatory requirements may disqualify a proposal.

After the conclusion of the validation of proposals, evaluation, and discussions, the DPW shall select one (1) or more offerors deemed to be the best qualified to provide the required services and that is in the best interest of the Government.

XII. CONTRACT REQUIREMENTS

1. Contract Term:

2. Contract Termination:

3. Addition/Deletion:

4. Payment Method and Schedules:

5. Funding & Federal Reporting:

6. Certification of Cost:

7. Assignment:

XIII. EXTENT DEVELOPER, CONTRACTOR, FINANCE COMPANY, OR INDIVIDUAL LIABILITY

The Developer, Contractor, Finance Company, or Individual shall assume full responsibility and is liable for all damages (added costs) to the Government of Guam as a result of negligent performance as discussed below:

1. Liability for Document Errors. The Developer, Contractor, Finance Company, or Individual is liable for correcting any errors or omissions for the services than may have caused damages for the Government of Guam. Corrections are at no cost to the DPW.

2. Liability for Damages. When the DPW/GDOE and /or the Government of Guam incurs additional costs that result from deficiencies (errors or omissions), negligence, such as contract modifications, the extent of the Developer, Contractor, Finance Company, or Individual liability is determined by the professional judgment of the Director (with the advice of technical personnel and legal counsel).

3. Professional Liability Insurance: Proposer/Offeror to submit certified true copy of Professional Liability Insurance of all the professionals employed by the Consultant. This must contain a 30-day notice of cancellation, non-renewal or changes in coverage or limits to all named and additional insured. The successful responder must maintain such insurance in full force and effect throughout the term of this Contract.

XIV. LEGAL REQUIREMENTS

1. GOVERNMENT RIGHTS

The DPW reserves the rights to:

a) Require presentations or make investigations of the proposals of Proposers as it deems appropriate, including, but not limited to, a background investigation.

b) Request that proposals be modified to meet the needs of the DPW more fully or to furnish additional information as the DPW may reasonably require.

c) Accord fair and equal treatment with respect to any opportunity for discussions and revisions of proposals. Such revisions may be permitted after submission of proposals and prior to selection.

d) Reject any and all proposals, in whole and or part.

e) Process the selection of the successful Proposer without further discussion.

f) Waive any irregularity in any proposal, or reject any and all proposals, should it be deemed in its best interest to do so. The DPW shall be the sole judge of Proposer's proposals.

g) Cancel the solicitation as per 5 GCA §5225 and 2 GAR, Div 4 Section §3115.

2. FINANCIAL STATEMENTS

(Refer to Attachment "A")

3. HOLD HARMLESS

The successful Proposer shall agree to indemnify and hold the DPW, GDOE, the Government of Guam and its consultants from and against any and all liabilities, damages, charges of expenses (including attorney's fees, whether at trial or appeal) which the DPW, GDOE, the Government of Guam or its consultants may suffer, sustain, incur or in any way be subjected to by reason of or as a result of any negligent act or omission on the part of the successful Proposer, its agents or employees, in the execution or performance of the obligations assumed under or incidental to, the contract into which the successful Proposer and the GDOE may enter.

4. INCURRED EXPENSES

The DPW, GDOE, the Government of Guam and its consultants are not responsible for any expenses that Proposers may incur in the preparation and submittal of proposals requested by this RFP, including but not limited to, costs associated with travel, accommodations, interviews or presentations, or proposals.

5. PROHIBITION: SEX OFFENDERS PROHIBITED FROM EMPLOYMENT IN AGENCIES AND FACILITIES OF THE GOVERNMENT OF GUAM

All contracts for services to agencies listed herein shall include the following provisions:

a) Warranties that no person providing services on behalf of the Consultant 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

b) That if any person providing services on behalf of the Consultant 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 for the Consultant and that the DPW be informed of such within twenty-four (24) hours of such conviction.

6. CERTIFICATION REGARDING LOBBYING

The Consultant will be required to sign a "Certification Regarding Lobbying." The Certification is included as Attachment L.

XV. ATTACHMENTS

A – Finance

B – Construction

C – Insurance and O & M

D – FF&E

E – Forms

- Exhibit A – Proposer's Affirmation
- Exhibit B – Proposer's Signature Form
- Exhibit C – Affidavit Disclosing Ownership, Influence, Commissions and Conflicts of Interest
- Exhibit D – Affidavit re Non-Collusion
- Exhibit E – No Gratuities or Kickbacks
- Exhibit F – Affidavit re Ethical Standards
- Exhibit G – Declaration re Compliance with U.S. DOL Wage Determination
- Exhibit H – Affidavit re Contingent Fees
- Exhibit I – Certification Regarding Lobbying

F – Sample Lease Agreement

G – Insurance and Operations & Maintenance Agreement

H – TRMA 100% Design Drawings and Specifications as Reference Only

END OF REQUEST FOR PROPOSAL

VINCENT P. ARRIOLA
Director

ATTACHMENT A

FINANCE

FINANCIAL PORTION OF SSHS

I. FINANCIAL DESCRIPTION

LEASEBACK

Leaseback agreement. The Government of Guam, through the Guam Department of Education, as Lessor, shall enter into a leaseback agreement which the Government of Guam shall lease the Simon Sanchez High School property for a period of no more than thirty (30) years from the scheduled date of completion of the school at a cost of one dollar ($1) per year and Lessee shall lease back said property to the Government of Guam at the lease payment offered and accepted through this RFP for use as educational facility.

The financing has been authorized by Chapter 58D of Title 5, Guam Code Annotated, known as the "... *Kåhat* Act of 2013" specifically for the financing, construction, demolition of the existing facility, provision of FF&E services and insurance and maintenance.

Pursuant to 5 GCA §58D103(b), at the expiration of the lease-back period, the government of Guam property and the education facility that is renovated or constructed on the government of Guam property will revert to the government of Guam with no further obligations to the Contractor/Proposer.

Key Lease Terms. The Government of Guam through the Guam Department of Education shall pay the Lessor, on an annual basis for all lease payments due in accordance with the terms of the contract, which may include any payments to GEDA or the Proposer due under the contract, and in accordance with applicable laws. Such portions of lease payments or forms of payments owed to the Proposer under the contract may be assigned by the Lessor.

All payments shall be made in accordance with Chapter 58D of Title 5 of the Guam Code Annotated. The Lessor shall submit one (1) annual invoice in **original** form, for lease payments due as well as for base rentals to cover the cost of annual insurance and maintenance costs.

Non-Appropriation Clause: In event that sufficient funds (a) are not appropriated by the Government prior to the beginning of any Renewal Term for the payment of the Base Rentals on the Base Rental Payment Dates and reasonably estimated Additional Rental Payment Dates and reasonably estimated Additional Rentals payable during such Renewal Term, or (b) are otherwise not legally available for such purpose, then an Event of Non-Appropriation shall be deemed to have occurred.

If an Event of Non-Appropriation has occurred, the Government shall not be obligated to make payment of the Base Rentals or Additional Rentals provided for in the lease beyond the last day of the Renewal Term during which such Event of Non-Appropriation occurs.

If the Government fails to perform as Lessee under the lease or fails to appropriate lease payments, 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. However, once the term of the ground lease expires, the Government is entitled to repossession of the site together with all improvements on the site free and clear of any interest.

If the Government loses the use of the leased facility under certain circumstances, lease payments will be made only during the times GDOE has full use of the leased facility. This could result in partial lease payments for the entire contract period.

Proposer must be able to provide capital maintenance for the new Simon Sanchez High School and must also provide typhoon, fire, earthquake and vandalism insurance similar to the schedule as defined in the attached 2010 JFK Insurance and Maintenance Agreement.

Proposer must obtain all required property, liability and workmen's compensation insurance.

FINANCE

Pursuant to 5 GCA §58D108, 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 financing 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).

Supplemental Information

i. Pursuant to §58D108 of Title 5 of the Guam Code Annotated, I *Liheslaturan Guahan* authorized GDOE to lease the school property to a contractor, the financing of which shall not exceed One Hundred Sixty-Six Million Three Hundred Sixty-Five Thousand Dollars ($166,365,000), for one or more of the following purposes: (1) financing the design, renovation or construction, and maintenance and insurance of an education facility, (2) financing any capitalized interest relating to the bonds, (3) funding a reserve fund with respect to the bonds, and (4) paying expenses relating to the authorization, sale and issuance of the bonds, including without limitation, printing costs, costs of reproducing documents, credit enhancement fees, underwriting, legal, feasibility, financial advisory and accounting fees and charges, fees paid to banks or other financial institutions providing credit enhancement, costs of credit ratings and other costs, charges and fees in connection with the issuance, sale and delivery of the bonds, subject to the following additional conditions:

   i.) The terms and conditions of the bonds shall be as determined by *I Maga'hagan Guahan* by the execution of a certificate or indenture authorizing the issuance of the bonds; provided, however, that the bonds are expected to mature not later than thirty (30) years after their date of issuance, shall bear interest at such rates and be sold for such price or prices as shall result in a yield to the bondholders that does not exceed eight and one-half percent (8.50%) per annum;

   ii.) Any such pledge or reservation authorized under the indenture or similar instrument shall be valid and binding from the time the pledge or reservation is made; and

   iii.) The bonds will not be "public indebtedness" as that term is defined in 48 USC §1423(a), §11 of the Organic Act of Guam.

ii. Rental Payments from Lawfully Available Moneys

   i.) Rental payments under the lease and the lease-back, as well as funding required to support the activities set forth in Title 5 GCA Chapter 58D, may be reserved and payable from any lawfully available moneys of the government of Guam, and may be secured by a pledge or other reservation of such moneys on an annual basis.

   ii.) Any such pledge or reservation so authorized shall be valid and binding from the time the pledge or reservation is made, and shall be limited to the sum of Sixteen Million Three Hundred Seventy-Seven Thousand One Hundred Twenty-Five Dollars ($16,377,125) per year during the pre-development, construction, and lease-back period.

II. FINANCIAL EVALUATION PORTION

GDOE shall award this lease-back contract as a result of this RFP based upon a responsive offer submitted by prequalified responsible offeror (Proposer) whose offer results in the lowest annual aggregate leaseback payment, inclusive of finance and capital maintenance cost, to the government of Guam for a fixed thirty (30) year term. *See* 5 GCA §58D.

GDOE intends to award the project to the Proposer submitting the lowest, most responsive and responsibly priced Proposal. The price(s) for the proposed project shall be provided in a separate envelope that is clearly marked "**Proposed Terms**."

Only Proposers with **acceptable** unpriced technical offers will have their Priced Proposals evaluated.

The following outlines the requirements for priced Proposal submittals:

Proposers must organize their submittal into the sections delineated below, with tabs separating each section. Upon a determination that Proposer meets the requirements for inclusion on the Qualified Proposers List, only then shall all Proposers priced submittals be opened.

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that submittals be organized in the following manner:

a. General Information:
- Proposer shall work with Guam Economic Development Authority (GEDA) to finance the construction of the new Simon Sanchez High School.
- Proposer must be able to construct the new Simon Sanchez High School based on the design completed by TRMA and approved by GDOE within a period not to exceed seven-hundred thirty (730) days from date of notice to proceed.
- Proposer must be able to provide insurance, basic maintenance and capital maintenance for the school for the duration of the lease agreement, subject to funding by annual legislative appropriation.

b. Proposer shall submit the following:
- Examples of its experience in a municipal lease back project
- Narrative description of the approach for constructing the project, including a work plan to sequence construction work to avoid closure of the existing campus, double session, and utility service disruption. Plan must insure that GDOE is able to fulfill its instructional day mandate as set forth in Public Law 28-45.
- Narrative description of the work plan for operating and maintaining the facility throughout the duration of the leaseback agreement.
- Narrative description of the approach for financing the project, including construction and term financing to include the project's projected financial structure, expected source of debt and equity financing, and estimated capital cost.
- Narrative description outlining the method of operation, operational structure, and services to be provided by the Proposer to finance and operate the lease.
- Term Sheet to include all interest charges, fees, expenses and conditions.
- Description of estimated time line for the issuance of this lease and Proposer's ability to conduct transaction in a timely matter. Please feel free to outline certain variables that may have an impact on this financing

III. FINANCING SCOPE OF WORK

As the Guam Economic Development Authority ("GEDA") serves as the central financial manager and consultant for the Government of Guam ("Government") and those agencies or instrumentalities of the Government requiring financial guidance and assistance, GEDA is required to participate in any and all market related activities. The Proposer shall work with the Government and GEDA during the finance phase of this procurement to provide funds for the design (including architectural and engineering), renovation or construction of Simon Sanchez High School and to provide furniture and equipment. Any fees or expenses incurred by the Government or GEDA during this phase shall be covered by the financing.

The Proposer must also be able to provide capital maintenance and insurance for the school as a result of this RFP for the duration of the lease agreement. Funding shall be by annual legislative appropriation. The Proposer shall be evaluated on the following:

a. Responsiveness of Proposal;
b. Ability of Proposer to offer suggestions on various arrangements for service and maintenance contracts in support of the upkeep and service of the leased facility. Please provide detail on suggested payment arrangements;
c. Ability of Proposer to allow the purchase of the leased school facility by Lessee at any time during the lease period. Please provide detail on pre-payment arrangement scenario;
d. Non-Appropriation Clause (defined): In event that sufficient funds (a) are not appropriated by the governing body of the Government Body prior to the beginning of any Renewal Term for the payment of the Base Rentals on the Base Rental Payment Dates and reasonably estimated Additional Rentals payable during such Renewal Term, or (b) are otherwise not legally available for such purpose, then an Event of Non-appropriation shall be deemed to have occurred. If an Event of Non-appropriation shall occur, the Government Body shall not be obligated to make payment of the Base Rentals or Additional Rental's provided for herein beyond the last day of the Renewal Term during which such Event of non-appropriation occurs, except for the Government Body's obligation to pay Rentals which are payable prior to the termination of the Lease.

FINANCING PROPOSER QUALIFICATION

Proposer shall be a Developer, Contractor or Finance Company who may be subject to Guam Licensing Laws, however, must be licensed to do business within Guam prior to the submission of proposal.

a. Proposer must have and be willing to commit sufficient staff, resources, and capital to finance, develop, perform and deliver the services required by this RFP, in accordance with the terms and conditions specified herein.

b. Proposer must have knowledge in the municipal leaseback business. Examples should be provided or proposal to complete this financing.

c. Proposer must have knowledge in managing municipal leases for schools or related public and private buildings. Examples should be provided or a detailed proposal be provided to manage this project.

d. The following minimum criteria shall be met:
   1. Proposer shall be a Developer, Contractor or Finance Company who may be subject to Guam Licensing Laws, however, must be licensed to do business within Guam prior to the submission of proposal.
   2. Proposer must have and be willing to commit sufficient staff, resources, and capital to

finance, develop, perform and deliver the services required by this RFP, in accordance with the terms and conditions specified herein.

3. Proposer must have knowledge in the municipal leaseback business. Examples should be provided or proposal to complete this financing.

4. Proposer must have knowledge in managing municipal leases for schools or related public and private buildings. Examples should be provided or a detailed proposal be provided to manage this project.

PLEDGED GENERAL FUND REVENUES

Rental payments under the lease and the lease-back may be secured by pledge or other reservation of revenues payable from any lawfully available monies of the Government of Guam, and may be secured by a pledge or other reservation of such monies on an annual basis.

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EVALUATION FORM

Project Name:

Project No.:

Consultant Name:

Name of Evaluator "A":

Department: _____ Section:

Municipal Leasing and Financing Proposal, Part I				
Item No.	Evaluation Criteria	Percentage %	Grade Points	Remarks
a.	Term Sheet to include all interest charges, fee and expenses	10		
b.	Responsiveness of proposal.	5		
c.	Ability of Lessor to lease to Lessee the facilities described in the Technical Specification, Part II of the RFP.	15		

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Municipal Leasing and Financing Proposal, Part I				
Item No.	Evaluation Criteria	Percentage %	Grade Points	Remarks
d.	Ability of Lessor to structure municipal leases from $50,000,000.00 to over $300,000,000.00. Please provide examples of the leases financed.	10		
e.	Ability of Lessor to offer suggestions on various arrangements for services and maintenance contracts in support of the upkeep and service of the lease facility. Please provide detail on suggested payment arrangement scenario.	10		
f.	Ability of Lessor to allow the purchase of the leased school facility by Lessee at any time during the lease period. Please provide detail on pre-payment arrangement scenario.	2.5		
g	Ability of Lessor to allow Lessee to cancel the lease obligation, without penalty, at the end of the current fiscal year in which appropriations were last budgeted, or otherwise made legally available, in the event budgetary funds become unavailable in future years.(Event of non appropriation). Non-Appropriation Clause (defined): In the event that sufficient funds (a) are not appropriated by the governing body of the	5		

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Municipal Leasing and Financing Proposal, Part I				
Item No.	Evaluation Criteria	Percentage %	Grade Points	Remarks
	Government Body prior to the beginning of any Renewal Term for the payment of the Base Rentals on the Base Rental Payment Dates and reasonably estimated Additional Rentals payable during such Renewal Term, or (b) are otherwise not legally available for such purpose, then an Event of Non-appropriation shall be deemed to have occurred. If an Event of Non-appropriation shall occur, the Government Body shall not be obligated to make payment of the Base Rentals or Additional Rentals provided for herein beyond the last day of the Renewal Term during which such Event of non-appropriation occurs, except for the Government Body's obligation to pay Rentals which are payable prior to the termination of the Lease.			
h	Ability of Lessor to provide 100% financing for the facility, including design, construction, maintenance and other related costs to complete the projects as per required in the RFP. Please provide examples of experience involved in similar financing.	10		
i	Ability of Lessor to develop a payment schedule that can be structured on an annual basis. Please provide example of payment scenario.	2.5		
Total percentage/points for the Municipal Leasing and Financing, Part I				

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Technical Specifications, Part II				
Item No.	Evaluation Criteria	Percentage %	Grade Points	Remarks
j.	Company's Experience: Company history, organization and experience in municipal leasing, design, construction, maintenance as per required in the RFP.	15		
k.	Resources and Availability: Architectural-Engineering designers, consultant, construction managers, contractors, subcontracts, quantity of personnel,	15		

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	equipments that will be assigned to projects as per required in the RFP.			
Total percentage/points for the Technical Specifications, Part II				
Total percentage/points for the Municipal Leasing and Financing, Part I and Technical Specifications, Part II				

Note: If necessary, those firms placed on a "short list" after review of technical, management, financial background and references, shall be personally interviewed. At this time each proponent shall be expected to introduce each Project Manager and Technical Manager proposed for the project. The Project Manager shall verbally review their technical plans and strategy for completing the work proposed.

Evaluator "A" Signature Date

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REQUEST FOR PROPOSAL

Construction of New Simon Sanchez High School

Finance, Demolition, Build, Maintain, Leaseback (FDDBML)

Project No. _____

ATTACHMENT B

TECHNICAL SPECIFICATION CONSTRUCTION

Refer to USB for Technicanal Specifications Volumes 1 & 2

REQUEST FOR PROPOSAL

CONSTRUCTION OF NEW SIMON SANCHEZHIGH SCHOOL FINANCE, DEMOLITION, DESIGN, BUILD, MAINTAIN, AND LEASEBACK (FDDBML)

TECHNICAL SPECIFICATIONS
Project No. SSHS XXXX

LOURDES LEON GUERRERO
Governor of Guam

Prepared by:
Department of Public Works
Government of Guam

2025

GENERAL STATEMENT OF WORK

I. INTRODUCTION

This Statement of Work describes the Scope of Work required of the Proposer's demolition team in demolishing existing building, design team in providing the architectural and engineering services for the preparation of reports, plans, specifications, and estimates (PS&E) and other supporting data for the construction of new high school. This also provides the schedules for the different tasks, items to be submitted by the Consultant and other contractual obligations of the Government and the Proposer.

II. PROJECTS DESCRIPTIONS AND LOCATIONS

The project involves the preparation of an Environmental Assessments (including asbestos, radon and etc.). prior to demolition of the existing building. New Plans, Specifications & Estimates (PS&E); and other supporting documents for the construction of the new high school.

Tasks 1 and 2, (Assessments and Conceptual Plans) of the Project involves those investigative and study requirements, which must be undertaken to adequately assess the existing condition of the site and form the basis of subsequent design activities. It also involves the development of Conceptual Plans, at least two concepts for the new high school.

Tasks 3, 4, and 5 (Preliminary, Pre-Final, and Final PS&E) of the Project involves the development of Preliminary PS&E incorporating comments and decisions resulting under Tasks I and II. Tasks III and IV work will further refine the various elements of the PS&E and incorporate all review comments by the reviewing agencies. Task V is the final construction plans.

The location of the new school will be at Simon Sanchez compound in Yigo of Guam's public schools.

III. SCOPE OF WORK

The Demolition Team shall provide barricade around the building, disconnect and mark all electrical, waterline and utilities connection from existing building to remain for reconnection to new building. Remove all existing asbestos prior to demolition and dispose as per GEPA requirements. All salvageable materials shall be turned over to GPSS for proper disposal.

The Design Team shall provide the environmental, architectural and engineering services for the different tasks described below and furnish the required reports and PS&E's for the schools.

All entry permits in conjunction with the services shall be the responsibility of the design team/offeror. Right of entries to government lands will be provided by DPW.

The design team shall coordinate his work with the agencies, Local or Federal, having jurisdiction in permit review and approval. It shall be the responsibility of the design team to ensure that all requirements of the new schools conform to the requirement of Federal and Local laws.

Progress review meetings shall be held monthly to review progress and discuss any design issues or problems. The meetings shall be held at the firm's office or Public Works office on a mutually agreed schedule.

TASK 1. Site Evaluation

1A. Environmental Assessment:

Conduct an environmental assessment of the existing physical and biological conditions of the school sites and its vicinity. An environmental report shall be prepared separately for the new high school.

The design team shall evaluate physical factors such as environmental constraints of the proposed development. The Environmental Assessment shall be complete and subject to review and approval by the Guam Environmental Protection Agency and U.S. Environmental Protection Agency.

Possible Environmental Concerns at Simon Sanchez Site:

A. Northern groundwater lens. Storm runoff resulting within the school property must be contained within the site with the use of ponding basins or ground infiltration cells.
B. Radon gas arising from coral rock substrate. Design of buildings must incorporate protective measures from toxic radon gas.
C. Water Wells with chlorinators.

Proposer must plan for the management of solid wastes generated, including disposal of green waste from clearing of vegetation on sites and debris from demolition of buildings and construction. A demolition and disposal plan for sites requiring demolition shall be prepared and submitted for approval. The plan shall address the type of solid waste materials generated and their proper disposal. Recycling and reuse of waste generated is encouraged.

All school's design should follow facilities design that encourage recycling of solid waste and reuse efforts as part of school operations.

Environmental assessment reports shall be prepared separately for each class of school addressing the items listed above to include maps, data sheets, tables, (check) list, graphs, photographs, references, and other documentation to support the findings and environmental mitigation measures.

Ten copies of the environmental assessment reports shall be submitted.

1B. Archeological Assessment.

Historic Resources Division of the Department of Parks and Recreation confirmed that none of the properties slated for the new schools have recorded archeological and historical sites in their site inventory. The northern sites are in area of the island that is usually sparse in terms of archeological sites, with limited distribution of pottery scatters being the dominant site type.

For the **Northern Site** an Inventory level survey and report will be required.

This involves archeologists walking over the project property, on foot and recording the locations of any historic or prehistoric materials. Detailed descriptions are made of any sites, maps are drawn, and photographs taken if features or structures are encountered, GPS locations of features/sites are recorded, and shovel test are conducted as indicated by the surface findings. The final report should minimally contain sections on geographic location, environment, historic cultural context, previous findings in the area, field methods used, findings from survey, analyses done, significance of any sites found, recommendations, and references.

Archeological reports shall be prepared for the new high school. Ten copies of the reports shall be submitted.

1C. Planimetric and Topographic Survey.

Perform an as-built planimetric and topographic survey and prepare a topographic map with one-foot contour interval of the school property. Include sufficient area to address the school's development area and adjacent properties to properly analyze all engineering aspect of the development, such as drainage patterns, utilities onsite and offsite, access roads, modifications to existing roads, pedestrian walkways, trails, etc.

Conduct a thorough property research to include adjacent properties, rights of way and/or easements. Lot numbers and property ownership shall be shown on the map.

Survey work shall be under the direct supervision of a Guam Registered Land Surveyor. Ten copies of the Planimetric and Topographic map shall be submitted.

1D. Soil Investigation.

Perform the necessary soil investigation to properly design the school building foundations, ponding basins and infiltration cells, embankment and cut slopes, drainage channels, ground covers, underground utilities, etc. It shall include determination of any earthquake faults and its effect on the school's design.

A soil report shall be prepared for the new high school. Ten copies of the reports shall be submitted.

TASK 2. Conceptual Plans

The design team shall develop two alternative conceptual plans for this school site showing the civil and architectural layout of all school facilities and grounds development standards as identified in the technical specifications for each school. It shall include all offsite development, such as proposed access roads and any modifications to existing roadways or pedestrian facilities, utilities, landscaping, etc. It shall include concept buildings elevations (front, side, and rear elevations), and an architectural rendering depicting the type of structure, color schemes, and structures orientation relative to grounds improvements.

Ten copies of the conceptual plans shall be submitted.

The design team shall conduct a conceptual presentation to all reviewing agencies upon submittal of the conceptual plans. The presentation shall address all architectural and engineering aspects of the project. A walk-through field overview for each school site shall also be conducted by the design team with the reviewing agencies following the presentation(s) of the conceptual plans. Prior to the Walk-Through reviews the design team shall mark with survey flags the approximate buildings footprints, athletic fields, parking lots, access roads, and other prominent structure or facility of the school. Walk-paths shall be sufficiently cleared of vegetation to conduct the walk-through reviews.

TASK 3. Preliminary Plans, Specification, and Estimates

The preliminary PS&E's shall be develop to at least 50% complete and the following shall be prepared.

A. PLANS:

1. Title Sheet.
2. Civil Design:
   - Site Plan. Show property lines, access rights of way or easements, survey base line(s), proposed facilities footprints, access roads and parking areas, traffic (vehicular and pedestrian) circulation, access roads, etc.
   - Grading and drainage plans.
   - Utilities plans (Water, sewer, power, telephone, internet, and cable).
   - Road plans and profiles.

- Other civil engineering plans and details necessary to conduct a 50% preliminary plan review.

3. Architectural design:
   - Floor and ceiling plans
   - Building elevations and sectional views.
   - Equipment layouts.
   - Landscaping plans
   - Other architectural plans and details necessary to conduct a 50% preliminary plan review.
4. Structural design:
   - Foundation plans
   - Floor and roof slab plans
   - Structural columns, walls, and beams
   - Other structural plans and details necessary to conduct a 50% preliminary plan review.
5. Mechanical design:
   - Plumbing plans
   - Air conditioning and ventilation plans
   - Fire protection and alarm, and monitoring plans
   - Mechanical equipment plans
   - Other mechanical plans and details necessary to conduct a 50% preliminary plan review.
6. Electrical design:
   - Lighting plans
   - Off-site power supply plans
   - Power supply plans to all equipment
   - Other electrical plans and details necessary to conduct a 50% preliminary plan review.

B: SPECIFICATION:

A preliminary technical specification shall be prepared for each item of work describing the constructionmethods, material requirements, and test procedures required.

C: ESTIMATES:

Preliminary estimates shall be prepared commensurate with the preliminary plans and specifications.

D. MAINTENANCE AND CUSTODIAL PLAN

Post Construction Facilities Maintenance and Custodial Operations Plan - The design team shall prepare a complete operation manual for school for the required post construction monitoring, maintenance, and custodial operations of the school facility. The plan shall address the operational and/or maintenance of the buildings, equipment, landscaping, the drainage system, all outdoor facilities, and for any facility appurtenances for the proper operation ofthe school.

Ten (10) copies of the preliminary PS&E and design calculations, and the Maintenance and Custodial Plan shall be submitted. A "plans-in-hand" field reviews to be jointly conducted by the Government and Design Team shall be scheduled by the offeror after submittal of preliminary PS&E. Prior to the Plans-in-Hand reviews the design team shall mark with survey flags the approximate buildings footprints, athletic fields, parking lots, access roads, and other prominent structure or facility of the school. The school sites shall be sufficiently cleared of vegetation to conduct the plans-in-hand reviews.

The Design Team's key personnel shall participate in the Plans-in-Hand field reviews and resolution meetings to resolve all comments on the project. The Design Team shall be responsible for the preparation of the "Minutes of Meeting" for approval anddistribution by DPW.

TASK 4. Pre-Final Plans, Specifications, and Estimates

The Pre-Final PS&E shall be 100% complete incorporating all approved comments from the preliminary PS&E, and the Maintenance and Custodial Plan. Ten copies of the following shall be submitted:

1. Plans - Complete plans, including title sheet, summary of quantities and schedules, details cross sections, etc.;

2. Technical Specifications - Complete technical specifications to properly construct each item of work, including testprocedures required, and any special conditions to be required;

3. Estimates - Each item of work shall be supported with a detailed quantity take-off computation and corresponding cost analysis for each item of work. Any lump sum cost shall also be supported with detailed breakdown arriving to the lump sum cost;
4. Design Analysis and computation sheets;

5. CPM schedule to establish project construction activities within the specified construction time.
6. Maintenance and Custodial Plan.

The Firm's key personnel shall participate in the resolution meeting to resolve all comments on the submittal. Prepare a "Minutes of Meetings" for approval and distribution by DPW.

TASK 5. FINAL PS&E

After approval of the Pre-Final PS&E, and Maintenance and Custodial Plan submit five (5) copies for final review. Upon approval of the final PS&E, and Maintenance and Custodial Plan submit one original, five sets of PS&E and Maintenance and Custodial plan, and two copies of other items listed below:

1. Plans
2. Specifications
3. Estimates
4. Quantity take-off and computation sheets
5. Unit price analysis
6. Design analysis and computations
7. CPM Schedule
8. Maintenance and Custodial Plan

An electronic non-PDF workable file in AUTO CADD format, latest version, shall also be submitted in a separate disk for the plans, specifications, and estimates; and Maintenance and Custodial Plan for each school.

IV. PLANS AND DRAFTING

1. The PS&E be prepared in conformance with the standard format furnished by the Government.
2. Plan size shall be 24" x 36".
3. All plans and details shall be legible when reduced to one-half size plans (50% reduction). The minimum size of alphanumeric text on the reduced plans shall be 1/8:.
4. Design Phase completion time shall be within **thirty (30) calendar days.**

V. CONSTRUCTION SCHEDULE

Upon completion and approval by the Government of each PS&E's the government will hold a preconstruction conference and issue a Notice To Proceed. The construction time for new SIMON SANCHEZ high school in Yigo shall be **two hundred twenty (220) calendar days.**

A building permit must be secured for the new high school site prior to construction, and an occupancy permit must be secured prior to acceptance of the new high school.

VI. DESIGN CODES/GUIDES AND REFERENCES

All services shall be performed in accordance with the general criteria contained in the following references:

a. Building Law, Title XXXII, Government Code of Guam
b. International Building Code (2000 Edition)
c. Uniform Mechanical Code (Latest Edition)
d. International Plumbing Code (Latest Edition)
e. National Electrical Code(NEC- Latest Edition)
f. National Electrical Safety Code (NESC- Latest Edition)
g. Life Safety Code (Latest Edition)
h. Uniform Fire Code (Latest Edition)
i. Illuminating Engineering Society (IES)
j. American Disability Act
k. GEPA, USEPA, CFR29
l. A policy on Geometric Design of Highways and Streets
m. All other codes, regulations, technical publications and design manuals applicable in the performance of this RFP
n. Guam Energy Code

VII. GOVERNMENT REVIEWING AND APPROACING AGENCIES:

a. Department of Public Works
b. Guam Environmental Protection Agency
c. Department of Land Management
d. Guam Telephone Authority
f. Guam Power Authority
g. Guam Waterworks Authority
h. Guam Fire Department
i. Guam Historic Preservation

VIII. INSURANCE

(a) After the Lessee takes occupancy of the Project, the Lessor shall, in accordance with the Insurance and Maintenance Agreement, but solely from amounts available for such purpose in the Insurance and Maintenance Fund, at all times maintain or cause to be maintained with responsible insurers that are, at the time of obtaining each policy and on each policy renewal date, rated in an investment grade category (BBB- or equivalent and higher) by one or more nationally-recognized rating agencies, all such insurance on the Project (valued as defined below) which is required under the Trust Agreement or is customarily maintained with respect to properties of like character against accident to, loss of or damage to such properties. Notwithstanding the generality of the foregoing, the Lessor shall not be required to maintain or

cause to be maintained any insurance which is not available front reputable insurers in the open market or more insurance than is specifically referred to below. Any policies maintained by the Lessor pursuant to this Article VII shall name the Lessee as an additional insured. The Insurance and Maintenance Agreement shall provide that Maintenance Contractor, as agent of the Lessor, but at the Lessor's sole cost and expense, shall obtain and maintain such insurance, but the Lessee shall cooperate fully with Maintenance Contractor and provide such information and execute such documents as may be necessary or convenient in obtaining such insurance.

(b) Subject to the preceding paragraph (a), the Lessor shall:

(i) Keep or cause to be kept a policy or policies of insurance against loss or damage to the Project resulting from fire, lightning, vandalism, malicious mischief, riot and civil commotion and such perils ordinarily defined as "extended coverage" and other perils as the Lessee may agree should be insured against in forms and in amounts which the Lessor shall deem advisable or necessary to protect its interests. Such insurance may be carried in conjunction with any other fire and extended coverage insurance carried or required to be carried by the Lessor. Such insurance shall be maintained in an amount not less than the full insurable value of the Project, subject to deductible conditions acceptable to the Lessor. The term "full insurable value" as used in this subsection means an amount at least equal to the lesser of (i) the then-current replacement value of the Facility, or (ii) the aggregate principal amount represented by the then- outstanding Certificates plus one-half of the aggregate interest represented by the then-outstanding Certificates and payable during the next Fiscal Year. Said "full insurable value" shall be determined from time to time but not less frequently than once in every twelve (12) months.

(ii) Maintain or cause to be maintained public liability insurance against claims for bodily injury or death, or damage to property occurring upon, in or about the Facility for the Site, such insurance to afford protection to a limit of not less than $1,000,000 for a single occurrence. Such insurance shall be maintained in sound insurance companies that comply with statutory insurance requirements. Such insurance may be carried in conjunction with any other liability insurance coverage carried or required to be carried by the Lessee.

(iii) Maintain or cause to be maintained earthquake and windstorm insurance for the Project.

(iv) Maintain or cause to be maintained hood insurance for any portion of the Project located in a flood plain.

All Insurance herein provided for shall be affected under policies issued by insurers of recognized responsibility, licensed or permitted to do business in Guam, that arc, at the time of obtaining each policy and on each policy renewal date, rated in an investment grade category (BBB- or equivalent and higher) by one or more nationally-recognized rating agencies, except as otherwise hereinafter provided. As an alternative to the requirement of subsections (i), (ii), (iii) and (iv), the Lessee may insure such property to the same extent under a blanket insurance policy or policies which cover not only such property but other properties.

All policies or certificates issued by the respective insurers for insurance shall provide that such policies or certificates shall not be cancelled or materially changed without at least thirty (30) days prior written notice to the Lessor. All policies or certificates issued by the respective insurers for insurance shall also require the insurer to give the Lessor notice of the non-payment of the premium and shall give the Lessor a reasonable opportunity to cure such non-payment. Certificates of insurance listing such policies shall be deposited with the Trustee together with appropriate evidence of payment of the premiums therefor, and, at least thirty (30) days prior to expiration dates of expiring policies or contracts held by the Trustee, copies of renewal or new policies or contracts or certificates shall be deposited with the Lessor together with evidence of payment of premiums therefor.

All policies of insurance shall provide that the Lessee is an additional insured, provided, that all policies of insurance (except the policy of public liability specified in Section 7.01(b)(ii)) shall also provide that the proceeds thereof shall be payable to the Lessor. The Net Proceeds of fire and extended coverage insurance shall be deposited into the Insurance and Maintenance Fund under the Trust Agreement to be applied to rebuild and repair the Facility or into the Redemption Fund under the Trust Agreement to be applied to prepay outstanding Certificates as provided in Article X, as determined by the Lessee in consultation with the Lessor.

(c) The Lessor shall file, or cause to be filed, with the Trustee annually within one hundred twenty (120) days after the close of each calendar year a written statement of the Lessee containing a summary of all insurance policies then in effect with respect to the Project and stating that the insurance carried by the Lessor satisfies the requirements of Section 7.01 of the Lease Agreement.

IX. OPERATIONS AND MAINTENANCE

(a) The Lessor shall be responsible for the capital maintenance of the Project and all improvements thereon. The Lessor shall be responsible for routine maintenance of the Project and all improvements thereon and shall maintain the Project in good order, condition and repair, ordinary wear and tear excepted, including but not limited to the provision of security services, custodial services, waste collection, and landscaping services. The Lessee shall be responsible for the connection of light and heating, the selection of utility, telephone, cable and internet service providers where applicable, and the payment of all utilities, including without limitation, power, gas, water, sewer, light, heating, telephone and cable.

(b) To fulfill the Lessor's duties under Article VI, Article VII and Article VIII of the Lease Agreement and a portion of the Lessee's duties under said Articles, the parties shall enter into the Maintenance Agreement with the Maintenance Contractor and the Trustee on or before the Certificate Closing Date. The parties hereby agree that International Bridge Corporation shall be appointed as the initial Maintenance Contractor under the Maintenance Agreement. Any assignment or delegation of all or substantially all of the Maintenance Contractor's duties and obligations under the Maintenance Agreement shall be subject to the reasonable approval of the Lessee. The Lessor shall pay or cause to be paid all fees, costs and reimbursements payable to the Maintenance Contractor thereunder, but only from amounts available for such purpose in the Insurance and Maintenance Fund or the Capital Replacement Reserve, as applicable. Notwithstanding any other provision of this Lease, neither the Trustee nor any Owner of any Certificates shall have any obligation to incur any expense of any kind or character in connection with the management, operation, rehabilitation or maintenance of the Project during the term of this Lease.

(c) If the Lessee determines that Maintenance Contractor has failed to provide the services required under the Maintenance Agreement or otherwise has breached said agreement then the Lessee shall have the right to exercise the rights and remedies of the Lessor as provided in the Maintenance Agreement, including the right to replace the Maintenance Contractor, but shall not be excused from any obligations under this Lease or have any right to offset against any of the Lessee's obligations hereunder any claims under the Maintenance Agreement or have any other rights or claims hereunder based on any default by Maintenance Contractor under the Maintenance Agreement.

(d) The Lessee shall keep the Project and any and all improvements thereto free and clear of all liens, charges and encumbrances, except for the Permitted Encumbrances and those caused or consented to by the Lessor in accordance with the Trust Agreement.

(e) **Care of the Project.**

i. The Lessor shall be responsible for all routine interior maintenance and repair and exterior grounds keeping and landscaping and upkeep of the Project. The Lessor shall take good care of the Project, and suffer no waste or injury thereto, ordinary wear and tear excepted. The Lessee will pay for all damage to the Project due to any waste, misuse or neglect by the Lessee, its agents, servants, employees, independent contractors, licensees or invitees or any person other than the Lessor or Maintenance Contractor. In addition, the Lessee shall comply with all applicable federal and state statutes, rules and regulations relating to the operation of the Project.

ii. There shall be no allowance to the Lessee for a diminution in or abatement of Rentals and no liability on the part of the Lessor by reason of inconvenience, annoyance or injury to business arising or resulting from the Lessor, the Lessee, the Maintenance Contractor or others making repairs, alterations, additions or improvements in or to any portion of the Project, and no liability upon the Lessor or allowance for a diminution in or abatement of Rentals for failure of the Lessor or others to make any repairs, alterations, additions or improvements in or to any portion of the Project. The foregoing shall not be construed to mean that the Lessor has any such obligations.

iii. The Lessor shall not be liable for, and there shall be no diminution in or abatement of Rentals for, any loss or damage to the Project caused by vermin, rain, typhoons, earthquakes, liquids and semi-liquids, molds, or caused by any latent defect in the Facility or caused by vandalism or acts of any person other than the Lessor or Maintenance Contractor. There shall be no diminution in or abatement or Rentals for any damage or condemnation of or destruction of the Project.

iv. The approval by the Department of Public Works (as Construction Manager for the Lessee) of the Certificate of Occupancy of the Project or any portion thereof shall be conclusive evidence against the Lessee that the Project or such portion thereof was in good order and satisfactory condition when such Certificate was issued and that all work to be done on the Project pursuant to the terrors hereof, if any, has been completed to the Lessee's satisfaction; provided, however, the Lessee's taking possession as herein provided shall be without prejudice to any rights against third parties which exist at the date of taking such possession or which may subsequently come into being. No promise of the Lessor to alter, remove, improve or clean the Project and no representation respecting the condition of the Project have been made by the Lessor to the Lessee, unless the same is expressly stated herein or made a part hereof.

(f) **Loss and Damage.**

All of the Lessee's personal property of any kind that may be on or about the Project or placed in the custody of any of the Lessee's employees or agents shall be held at the sole risk of the Lessee, and the Lessor shall leave no liability to the Lessee for any theft or loss thereof or damage thereto from any cause whatsoever.

(g) **Public Liability.**

The Lessee has selected and has sole possession and control of the Project and, without waiving any immunity now or hereafter conferred by the law or the Organic Act of Guam, shall be solely liable for all damages to persons and property suffered by anyone using the Project; and to the extent permitted by law, the Lessee shall hold the Lessor harmless with respect thereto and indemnify and defend the Lessor against all claims, demands, causes of action, and actions and other liability made or established in connection therewith in accordance with Section 17.13 of the Lease Agreement.

SPECIAL PROVISIONS

1. General Intention. It is the declared intention and meaning to provide and secure the **Connstruction of New Simon Sanchez High School, Finance, Demolition, Design, Build, Maintain, Leaseback (FDDBML), Project No. SSHS XXXX.**

2 Bid. The Contractor and each and every subcontractor shall read the General Conditions immediately following these special provisions, and by the act submitting a bid, shall be deemed to have accepted all conditions contained therein.

3. Specification and Standards. The specifications and standards referenced in this specification (including addenda, amendments and errata listed) shall govern in all cases where the references thereto are made. In cases of difference between the referenced specifications or standards and this specification or its accompanying drawings, this specification and its accompanying drawings shall govern to the extent of such difference, otherwise the referenced specifications and standards shall apply. Extra care shall be exercised to refer in requests for quotation in orders and in subcontracts to the referenced specifications and to all modifications thereof.

4. Time for Completion. It is hereby understood and mutually agreed, by and between the Contractor and the Government of Guam, that the date of beginning, rate of progress and the time for completion of the work to be done hereunder are essential conditions of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on date to be specified in the Notices to Proceed for the design within forty five (45) calendar days and construction and shall be completed within two hundred twenty (220) calendar days.

GENERAL CONDITIONS

I. DEFINITIONS

1. Owner

The term "Owner" as used herein means the Government of Guam, Agana, Guam, and shall include the Governor of Guam, and/or his authorized representatives.

2. Contracting Officer

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

3. Contractor

The term "Contractor" as used herein means the financier, party or parties who or which shall have duly entered into a contract with the Government of Guam to perform the work herein contemplated or his or their authorized assignee.

4. Notice

The term "Notice" as used herein shall mean and include all written notice demands, instructions, claims, approvals and disapprovals required to obtain compliance with contract requirements. Any written notice by either party to the contract shall be sufficiently given if delivered to or at the last know business address of the person, firm, or corporation constituting the other party to the contract, or to his, their, or its duly authorized agent, representative, or officers, or when enclosed in a postage prepaid envelope addressed to such last known business address and deposited in a United States mail box. The Contractor must provide and maintain a post office address within the Territory of Guam and file the same with the Contracting Officer.

II. FDDBML CONTRACT

1. Contract Documents

(a) The contract documents consist of the Agreement, the Request for Proposal (Part I & II) including all addenda and alterations made in the documents prior to their execution.

(b) The contract documents shall be signed by the Owner and Contractor in as many original counterparts as may be mutually agreed.

(c) Anything called for by one of the contract documents and not called for by the others shall be of like effect as if required or called for by all. Any discrepancies between the contract documents shall be called to the attention of the Contracting Officer before proceeding with work affected thereby.

(d) It will be conclusively presumed that the Contractor has read, examined and agreed to each and every term, conditions, provisions, covenant or agreement proposals and contract, to the work to be carried on, said documents being on file in the Division of Capital Improvement Projects, Department of Public Works, Tumon, Guam.

III. OFFEROR RESPONSIBILITIES

1. Site Condition

(a) Offerors should visit the site and shall be responsible for having ascertained pertinent conditions such as location, accessibility, and general character of the site or building, the character and extent of existing work within or adjacent to the site, and any other work being performed thereon at the time of the submission of his proposal. No extra compensation will be made by reason of any misunderstanding or error as regards to the site, the conditions thereof, accessibility or the amount of kind of work to be performed.

2. Award of Contract

(a) The contract will be awarded as soon as possible to the best responsive and responsible offeror whose proposal meets the needs of the Government of Guam to the best degree, provided it is in the interest of the Owner to accept his bid.

(b) The Owner reserves the right to waive any informality in bids received when such waiver is in the interest of the Owner. The Owner also reserves the right to accept any item in the bid and to reject any item in the bid unless otherwise specified by the Owner.

3. Cancellation of Award

The Owner reserves the right to cancel the award of any contract at any time before the execution of same.

IV. DUTIES OF CONTRACTING OFFICER AND CONTRACTOR SAFETY MEASURES

1. Authority of Contracting Officer

The Contracting Officer shall give all orders and directions contemplated under this contract relative to the execution of the work. The Contracting Officer shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid or under this contract and shall decide all questions which may arise in relation to paid work and the construction thereof. The Contracting Officer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract the determination or decision of the Contracting Officer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

The Contracting Officer shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute.

Any difference or conflicts in regard to their work which may arise between the Contractor under this contract and other Contractors performing work for the Owner shall be adjusted and determined by the Contracting Officer.

2. Contractor's Obligations

The Contractor shall, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract within the time herein specified in accordance with the plans and drawings of the work covered by this contract and any and all supplemental plans and drawings, and in accordance with the directions of the Contracting Officer as given from time to time during the progress of the work. He alone shall be responsible for the safety, efficiency and adequacy of his plant, appliances and methods, and for any damage which may result from their failure or their improper construction, maintenance or operations. The Contractor shall observe, comply with and be subject to all terms, conditions, requirements, and limitations of the contract and specifications and shall do carry on and complete the entire work to the satisfaction of the Contracting Officer and the Owner.

3. Superintendence by Contractor

The Contractor shall give his personal superintendence to the work or have a competent foreman or superintendent, satisfactory to the Contracting Officer, on the work at all times during progress with authority to act for him.

4. Subcontracts

(a) Nothing contained in the contract shall be construed as creating any contractual relationship between any subcontractor and the Owner. The diffusion or sections of the contract are not intended to control the Contractor in dividing the work among subcontractors or to limit the work performed by any trade.

(b) The Contractor shall be as fully responsible to the Owner for the acts and omissions of subcontractors and of persons employed by them, as he is for the acts and omissions of persons directly employed by him.

(c) The Contractor shall be responsible for the coordination of the trades, subcontractors, and material men engaged in his work.

(d) The Contractor shall, without additional expense to the Owner, utilize the services of specialty subcontractors on those parts of the work which are generally performed by specialty subcontractors.

(e) The Owner will not undertake to settle any differences between the Contractor and his subcontractors or between subcontractors.

(f) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work including waiver of mechanics liens to bind subcontractors by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Owner any exercise over the Contractor under any provisions of the contract documents.

5. Subletting

Subletting part of the work is permitted. However, bidder must note that subletting in excess of the following is not allowed:

(a) Where the subletting is for both labor and material, total cost of sublet work shall not exceed 49% of the contract amount.

(b) Where subletting is for labor only, sublet work cost shall not exceed 20% of the total contract amount. Information concerning subcontracts must form a part of the bid documents and shall be submitted on standard "Subcontract" information form.

6. Assignments

The Contractor shall not assign the whole or any part of this contract or any monies due or to become due hereunder without the written consent of the Owner and of all the sureties executing any bonds on behalf of the Contractor in connection with said contract. In case the Contractor assigns the whole or any part of said contract or assigns all or any part of any monies due or to become due under said contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due the Contractor or otherwise shall be subject to all of the terms and conditions of said contract or supplemental thereto, the rights and remedies of the Owner thereunder or arising by operation of the law and to the liens of all persons, firms, and corporations for services rendered or materials supplied in connection with the performance of said contract.

7. Equal Opportunity

(a) The Contractor 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 Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, color, age, economic status, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the said labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

8. Hiring of Apprentices

The Contractor shall, except of good cause shown, hire for performance of work under this contract, to the extent possible, apprentices in each occupation to be employed in the performance of work under this contract in accordance with the Executive Order No. 30-7.

9. Minimum Wage Rate

All persons employed on this project shall be paid not less than minimum wage applicable to the corresponding skill or craft as determined by the Department of Labor, Government of Guam. Prevailing wage rates of Department of Labor, Government of Guam are attached herewith and shall be deemed a part of the contract documents.

10. Laws, Permits and Regulations

(a) Building permit for the project shall be secured by the Contractor. Building permit and plan checking fees shall be paid for by the Contractor.

(b) The Contractor shall pay all fees and charges for connection to outside service and use of property other than the site of the work for storage of materials or other purposes.

(c) The Contractor shall comply with all laws, ordinances, regulations and building code requirements applicable to work hereunder unless in conflict with contract requirements. If the Contractor ascertains at any time that any requirement of this contract is a variance with applicable laws, ordinances, regulations, or building code requirements, he shall promptly notify the Contracting Officer and any necessary adjustment of the contract shall be made as specified under Changes in Work.

11. Contractor's and Subcontractor's Insurance

(a) The Contractor shall not commence work under this contract until he has obtained all the insurance required hereunder and such insurance has been approved by the Owner. The Contractor shall not allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.

(b) Workman's Compensation and Employer's Liability Insurance-The Contractor shall take out and maintain during the life of this contract the statutory Workman's Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this contract and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workman's Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.

(c) Bodily Injury Liability and Property Damage Liability Insurance-The Contractor shall take out and maintain during the life of this contract such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him and any subcontractor performing work covered by this contract from claims for damages for personal injury including accidental death, as well as from operations under this contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than:

(1) Bodily Injury Liability Insurance in an amount not less than One Hundred Thousand Dollars ($100,000.00) per person for injuries including wrongful death and in an amount not less than Three Hundred Thousand Dollars ($300,000.00) for injuries including wrongful death resulting from one accident.

(2) Property Damage Insurance in an amount not less than Fifty Thousand Dollars ($50,000.00) for damages resulting from any one accident and in an amount not less than One Hundred Thousand Dollars ($100,000.00) for damages resulting from all accidents.

(d) Owner's Protective Liability Insurance - The Contractor shall take out and furnish to the Owner and maintain during the life of this contract complete Owner's protective liability insurance in amounts as specified in paragraph 11 (c), above for bodily injury liability insurance and for property damage liability insurance.

(e) Fire Insurance - The Contractor shall insure the building or other work included in this contract against loss or damage by fire and against loss or damage covered by the standard extended coverage insurance endorsement, in an insurance company or companies acceptable to the Owner, the amount of the insurance at all times to be at least equal to the amount paid on account of work and materials and plus the value of work or materials furnished or delivered but not yet paid for by the Owner. The policies shall be in the names of the Owner and the Contractor, and their interests may appear. Certificates of the insurance company as to the amount and type of coverage, terms of policies, etc., shall be delivered to the Owner before monthly partial payments are made.

12. Accident Prevention

(a) Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery equipment and all hazards shall be observed. Machinery equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the latest edition of the Manual of Accident Prevention in Construction published by the Associated General Contractors of America to the extent that such provisions are not in contravention of applicable laws.

(b) Should typhoon warnings be issued, the Contractor shall secure the site and take every practicable precaution to minimize damage and/or danger to persons, to the work, and to the adjacent property. These precautions shall include closing all openings, removing all loose materials, tools and/or equipment from exposed locations, and removing or securing scaffolding and all other temporary work.

13. Protection of Work and Property

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work and that of adjacent property (as provided by law and the contract documents) from damage. All passageways, guard fences, lights and other facilities required for protection by laws and regulations and local conditions must be provided and maintained.

14. Responsibility of Contractor to Act in Emergency

In case of an emergency which threatens loss of injury or property and/or safety of life, the Contractor shall act, without previous instructions from the Owner or Contracting Officer, as the situation may warrant. He shall notify the Contracting Officer thereof immediately thereafter of any compensation claimed by the Contractor. Substantiating documents regarding expenses shall be submitted to the Owner through the Contracting

Officer and the amount of compensation shall be determined by agreement or arbitration.

15. Mutual Responsibility of Contractors

If the Contractor or any of his subcontractors or employees cause loss or damage to any separate contractor on the work, the Contractor agrees to settle with such separate contractor by agreement, if he will so settle. If such separate contractor sues the Owner on account of any loss so sustained, the Owner shall notify the Contractor who shall indemnify and save harmless the Owner against any expenses or judgement arising therefrom.

16. Use of Premises and Removal of Debris

The Contractor expressly agrees to undertake at his own expense

(a) to take every precaution against injuries to persons or damages to property;

(b) to comply with the regulations governing the operation of premises which are occupied and to perform his contract in such a manner as not to interrupt or interfere with the operation of other facilities;

(c) to perform any work necessary to be performed after regular working hours or on Sundays or legal holidays without additional expense to the Owner;

(d) to store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors;

(e) to place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work;

(f) to frequently clean up all refuse, rubbish, scrap materials and debris caused by his operation so that at all times the site of the work shall present a neat, orderly and workmanlike appearance. No burning will be permitted;

(g) to effect all cutting, fitting, or patching of his work required to make the same conform to the plans and specifications, and except with the consent of the Contracting Officer, not to cut or otherwise alter the work of any contractor;

(h) before final payment to remove all surplus materials, false work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, to put the site in a neat, orderly condition and to thoroughly clean and leave reasonably dust free all furnished surfaces.

17. Obstructions

The Contractor shall at his own expense remove all obstructions, the removal of which shall be necessary for the proper reception, performance, construction, installation and completion of all work under this contract.

18. Site of Contractor's Operations

The Contractor shall confine all construction operations within the vicinity of the site and shall arrange his work so that all construction materials and equipment are placed in such manner and location that there may be a minimum of interference or inconvenience inflicted upon the public and employees of the Government.

19. Barricades

The Contractor shall erect, install and maintain all temporary public walks, warning signs, barricades or other protective means in and around the site as deemed necessary or as may be ordered by the Contracting Officer for the effective protection of the public from injury and shall be held strictly liable for their safety.

20. Electrical Energy

The Contractor shall make all necessary applications, pay all fees and charges, obtain necessary permits and provide and maintain his own electrical power and light as required and necessary in the progress of any branch of the work. He shall provide all temporary wiring necessary.

21. Water

The Contractor shall make all necessary applications, pay all fees and charges, obtain necessary permits for construction of temporary water required for use on this project. The nearest available source of water tap shall be verified by the Contractor. The Contractor shall be responsible for all expenses required for conveying water to the site from the available nearest source.

22. Signs

The Contractor shall erect a sign at the project site at his own expense. The location of sign shall be as directed by the Contracting Officer. Size of signs, lettering, and other pertinent data that should appear on the sign will be furnished by the Contracting Officer to the Contractor.

V. QUALITY OF WORK

1. Engineering and Layout

The Contractor shall provide competent engineering services to execute the work in accordance with the contract requirements.

2. Shop Drawings, Materials and Workmanship

Unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new. All workmanship shall be first class and by persons qualified in the respective trades.

Shop Drawings

(a) The Contractor shall submit, for the approval of the Contracting Officer, shop and setting drawings and schedules required by industry practice or that may be requested by the Contracting Officer and no work shall be fabricated by the Contractor, save at his own risk, until such approval has been given.

(b) Drawings and schedules shall be submitted in quadruplicate (unless otherwise specified) accompanied by letter of transmittal which shall give a list of the numbers and dates of the drawings submitted. Drawings shall be complete in every respect and bound insets.

(c) The Contractor shall submit all drawings and schedules sufficiently in advance of construction requirements to allow ample time for checking, correcting, resubmitting and rechecking.

(d) The drawings submitted shall be marked with the name of the project, numbered consecutively and bear the stamp of approval of the Contractor as evidence that the drawings have been checked by the Contractor. Any drawings submitted without this stamp of approval will not be considered and will be returned to the Contractor for resubmission. If the shop drawings show variations from the requirements of the contract because of standard shop practice or other reasons, the Contractor shall make specific mention of such variation in his letter of transmittal in order that if applicable, suitable action may be taken for proper adjustment. Otherwise, the Contractor will not be relieved of the responsibility for executing the work in accordance with the contract even though such shop drawings have been approved.

(e) The approval of shop and setting drawings will be general and, except as otherwise provided in paragraph 2 (e), shall not be construed (1) as permitting any departure from the contract requirements; (2) as relieving the Contractor of the responsibility for any error in details, dimensions or otherwise that may exist; (3) as approving departures from additional details or instructions previously furnished by the Contracting Officer.

3. Standards

(a) Any material specified by reference to the number, symbol or title of a specific standard, such as a commercial standard, a Federal specification, a trade association standard or other similar standard, shall comply with the requirements in the latest revision thereto in effect on the date of Request for Proposals, except as limited to type, class or grade or modified in such reference.

(b) The standard referred to, except as modified in the specifications, shall have full force and effect as though printed in the specifications. These standards are not furnished to proposers for the reason that the manufacturers and trades involved are assumed to be familiar with their requirements. The Contracting Officer will furnish, upon request, information as to how copies of such standards may be obtained.

(c) Reference in the specifications to any article, device, product, material, fixture, form, or type of construction by name, make or catalog number shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition; and the Contractor, in such cases, may at his option use any article, device, product, material, fixture, form of type of construction which in the judgment of the Contracting Officer expressed in writing is equal to that specified.

4. Samples

(a) The Contractor shall furnish for the approval of the Contracting Officer any samples required by the construction specifications or that may be required by the Contracting Officer of any and all materials or equipment he proposes to use and shall prepay all shipping charges on the samples.

(b) No materials or equipment of which samples are required to be submitted for approval shall be used on the work until such approval has been given by the Contracting Officer, save only at the Contractor's risk and expense.

(c) Each sample shall have a label indicating the material represented, its place of origin and the names of the producer, the Contractor and the building or work for which the material is intended. Samples of finished materials shall be so marked as to indicate where the materials represented are required by the drawings or specifications.

(d) A letter in duplicate submitting each shipment of samples shall be mailed under separate cover by the Contractor and contain a list of the samples, the name of the building or work for which the materials are intended, and the brands of the materials and names of the manufacturers.

(e) The approval of any sample shall be only for characteristics or for the named in such approval and no other. No approval of a sample shall be taken in itself to change or modify any contract requirement. When a material has been approved, no additional sample of that material will be considered and no change in brand or make will be

permitted. Approval of samples of hardware in good condition may be suitably marked for identification and used in the work.

(f) Failure of any material to pass the specified tests will be sufficient cause for refusal to consider under this contract any further samples of the same brand or make of that material.

(g) Test samples as the Contracting Officer may deem necessary will be procured from the various materials or equipment delivered by the Contractor for use in the work. If any of these test samples fail to meet the specifications requirement, any previous approvals will be withdrawn and such materials or equipment shall be subject to removal and replacement by the Contractor with materials or equipment meeting the specification requirements, or at the discretion of the Owner, the defective materials and equipment may be permitted to remain in place subject to a proper adjustment of the contract price. The cost of the tests will be borne by the Owner except where laboratory tests as hereinafter specified are required by the specifications.

5. Laboratory Tests

(a) Laboratory tests of materials and finished articles to be incorporated in the work shall be made by bureaus, laboratories or agencies approved by the Contracting Officer, and the reports of such tests shall be submitted to the Contracting Officer. The cost of the testing shall be paid for by the Contractor.

6. Methods

The Contractor shall use proper and efficient methods and appliances for the performance of all the operations connected with work embraced under these specifications, drawings and contract to secure a rate of progress which will secure completion of the work within the time specified. If, at any time before commencement of work, or during the progress thereof, such methods, equipment or appliances are inefficient or inappropriate for securing said quality of work or said rate of progress, the

Contracting Officer may order the Contractor to increase their efficiency or to improve their character, and the Contractor must conform to such order. The failure of the Contracting Officer to demand such increases of efficiency or improvement shall not relieve the Contractor or his sureties from the obligations to secure such quality of work and said rate of progress and the completion of the work as required herein.

7. Labor and Materials

The Contractor shall furnish all labor, materials and equipment for the execution of the work according to the drawings, specifications and contract, and where no specifications are contained therein for whatever may be necessary, shall do all that may be termed ordinary, customary or essential to a job to be well and reliably completed. This includes concealment of all pipes and other rough items of installation if not clearly so shown on the drawings in a manner acceptable to the Contracting Officer. Structural safety shall not be impaired by such concealment. Work not particularly detailed, marked or specified shall be of equal quality as similar parts that are detailed, marked or specified. All material finished for and used in the job shall be of kind and grade specified and where not specifically called for at least of customary standard grade. All work shall be executed in accordance with their trades. Full structural safety is essential and the Contractor guarantees to accomplish same for the entire work.

8. Guarantee of Work

(a) Except as otherwise specified all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment, or workmanship for one year from the date of final completion of the contract or from full occupancy of the building by the Owner, whichever is earlier.

(b) If within any guarantee period, repairs or changes are required in connection with guaranteed work which, in the opinion of the Contracting Officer, is rendered necessary as the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the contract, the Contractor

shall promptly upon receipt of notice from the Owner and without expense to the Owner:

(1) Place in satisfactory condition in every particular all of such guaranteed work and correct all defects therein; and

(2) Make good all damages to the building or site or equipment or contents thereof which, in the opinion of the Contracting Officer, is the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the contract.

(c) In any case wherein fulfilling the requirements of the contract or of any guarantee embraced in or required thereby the Contractor disturbs any work guaranteed under another contract, he shall restore such disturbed work to a condition satisfactory to the Contracting Officer and guarantee such restored work to the same extent as it was guaranteed under such other contract.

(d) If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the Owner may have the defects corrected and the Contractor and his surety shall be liable for all expense incurred.

(e) All special guarantees applicable to definite parts of the work shall be stipulated in the specifications or other papers forming a part of the contract and shall be subject to the terms of this paragraph during the first year of the life of such special guarantee.

9. Defective Work

No work or material which may be defective in construction or quality or deficient in any of the requirements of the drawings and specifications will be considered accepted as a consequence of the failure of the Contracting Officer or the inspectors to discover or to point out said defects or deficiencies during the construction; nor will the presence of

inspectors on the work relieve the Contractor from the responsibility of securing the quality and progress of work as required by these specifications.

Any defective work that may be discovered before the completion of the work or within such time as required by the bond shall be replaced by work and materials that shall conform to the spirit and intent of the drawings, specifications and contract. The fact that the Contracting Officer or his representatives may have overlooked defective work shall not constitute the acceptance of work. NO PAYMENT WHETHER PARTIAL OR FINAL SHALL BE CONSTRUED TO BE AN ACCEPTANCE OF DEFECTIVE WORK OR IMPROPER MATERIALS.

The Contracting Officer may at any time by order given in writing stop any work not being done according to drawings and specifications and any order so given shall not in any way relieve the Contractor from completing his contract and shall not in any way terminate, cancel or abrogate the contract or any part thereof, and the Government of Guam shall not in any way be responsible for the delay due to stopping the work as aforesaid.

VI. INSPECTION OF WORK

1. Access to the Work

The Contracting Officer and his representatives shall have access at all times to the work for inspection whatever it is in preparation or progress and the Contractor shall provide proper facilities for such access and inspection.

2. Inspectors

Inspectors may be placed by the Contracting Officer to supervise each and every subdivision of the work or any parts or process thereof. The Contracting Officer and the inspectors shall have free access to all parts of the work at all times and shall be given

every facility, information and means of thoroughly inspecting the work done and the materials used or to be used.

The inspectors shall at all times be free to perform their duties and any intimidation of any inspector by the Contractor or the employees thereof shall be sufficient reason, if the Owner shall so decide, to annul the contract.

3. As-Built Drawings

An approved set of drawings and specifications shall be maintained at the site with all changes or deviations from the original drawings neatly marked thereon in brightly contrasting color. This shall be a separate set of drawings not used for construction purposes which shall be kept up to date as the job progresses and shall be made available for inspection by the Contracting Officer at all times. Upon completion of the contract this set of drawings shall be delivered to the Contracting Officer. An electronic CAD file (non-PDF) of the shop drawings shall also be submitted for review and approval prior to final acceptance of the project.

4. Inspection

(a) All materials and workmanship (if not otherwise designated by the specifications) shall be subject to inspection, examination and testing by the Contracting Officer at any and all times during manufacture and/or construction and at any and all places where such manufacture and/or construction are carried on. The Contracting Officer shall have the right to reject defective material and workmanship or require its correction. Rejected workmanship shall be satisfactorily corrected, and rejected materials shall be satisfactorily replaced with proper materials and the Contractor shall promptly segregate and remove the rejected materials from the premises. If the Contractor fails to proceed at once with the replacement of rejected materials and/or the correction of defective workmanship, the Owner may, by contract or otherwise, replace such materials and/or correct such workmanship and charge the cost to the Contractor, or may terminate the right of the Contractor to proceed as provided in paragraph 5 of Section VII, Time for Performance, the Contractor and surety being liable for any damage to the same extent as provided in said paragraph 16 for termination thereunder.

(b) The Contractor shall furnish promptly, without additional charge, all reasonable facilities, labor and materials necessary for the safe and convenient inspection and tests that may be required by the Contracting Officer. All inspections and tests shall be performed in such manner as not to unnecessarily delay the work. Special, full-size and performance tests shall be as described in the specifications. The Contractor shall be charged with any cost of inspection when material and workmanship are not ready at the time inspection is requested by the Contractor.

(c) Should it be considered necessary or advisable by the Contracting Officer at any time before final acceptance of the entire work to make an examination of work already completed by removing or tearing out same, the Contractor shall on request promptly furnish all necessary facilities, labor and materials. If such work is found to be defective in any material respect due to the fault of the Contractor or his subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements involved in the examination and replacement, the cost of conducting the test plus 15 percent shall be allowed the Contractor and he shall in addition, if completion of the work has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

5. Final Inspection

When the work is substantially completed the Contractor shall notify the Owner, in writing, that the work will be ready for final inspection and test on a definite date which shall be stated in such notice. The notice shall be given at least ten (10) calendar days in advance of said date and shall be forwarded through the Contracting Officer who will attach his endorsement as to whether or not he concurs in the Contractor's statement that the work will be ready for final inspection or tests on the date given but such endorsement shall not relieve the Contractor of this responsibility in the matter.

VII. TIME FOR PERFORMANCE

1. Prosecution of the Work

The Contractor agrees that said work shall be prosecuted regularly, diligently and without interruption at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed by and between the Contractor and the Owner that the time for completion of the same takes into consideration the average climatic range and usual industrial conditions prevailing in the locality.

2. Suspension of Work

The Owner will furnish all land and rights-of-way necessary for the carrying out of this contract and the completion of the work herein contemplated. Should the Owner be prevented or enjoined from proceeding with the work or from authorizing its prosecution, either before or after the commencement by reason of any litigation, the Contractor shall not be entitled to make or assert any claim for damage by reason of said delay, or to withdraw from the contract except by consent of the Owner, but time for completion of the work will be extended to such time as the Owner determines will compensate for the time lost by such delay determination to be set forth in writing.

3. Climatic Conditions

(a) When so ordered by the Contracting Officer, the Contractor shall suspend any work that may be subject to damage by climatic conditions.

(b) Contract Completion Time. The allowable work days for this contract were calculated after allowing for the following number of lost days in each month. Time extension on account of inclement weather will be allowed only if the daily report of the Contracting Officer's inspector indicates lost days beyond the limits shown below. Time extension on account of inclement weather on Saturday and Sunday shall be granted only if the Contractor confirms in writing at least seven (7) days in advance his intention to work on weekends.

Month	Non-Working Days	Month	Non-Working Days
January	06	July	10
February	04	August	11
March	04	September	11
April	03	October	09
May	04	November	07
June	06	December	07

4. Progress Report

The Contractor shall submit monthly progress report in triplicate to the Contracting Officer briefly setting forth work accomplished.

5. Owner's Right to Stop Work or Terminate Contract, Delays, Damages

(a) If:

(1) The Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors;

(2) A receiver or liquidator shall be appointed for the Contractor or for any of his property and shall not be dismissed within 20 calendar days after such appointment, or the proceedings in connection therewith shall not be stayed on appeal within the said 20 calendar days;

(3) The Contractor shall refuse or fail, after Notice of Warning from the Contracting Officer, to supply enough properly skilled workmen or proper materials; or

(4) The Contractor shall refuse to prosecute the work or any part thereof with such diligence as will insure its completion within the period herein specified (or any duly authorized extension thereof) or shall fail to complete the work within said period, or;

5) The Contractor shall fail to make payments as specified to persons supplying labor or materials for the work, or;

(6) The Contractor shall fail or refuse to regard laws, ordinances or the instructions of the Contracting Officer or otherwise be guilty of a substantial violation of any provisions of this contract, then, and in any such event, the Owner, upon the certificate of the Contracting Officer that sufficient cause exists to justify such action, and without prejudice to any other rights or remedy he may have may, with 10 calendar days' notice to the Contractor, terminate the employment of the Contractor and his right to proceed, either as to the entire work or (at the option of the Owner) as to any portion thereof as to which delay shall have occurred, and may take possession of the work and complete the work by contract or otherwise as the Owner may deem expedient. In such case the Contractor shall not be entitled to receive any further payment on that work until the work is finished. If the unpaid balance of the compensation to be paid the Contractor hereunder shall exceed the expense of so completing the work (including compensation for additional managerial, administrative, and inspection services and any liquidated damages for delay), such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor and his sureties shall be liable to the Owner for such excess. If the right of the Contractor to proceed with the work is so terminated, the Owner may take possession of and utilize in completing the work such materials, supplies, plant, and equipment as may be on the site of the work and necessary therefor. The expenses incurred through the Contractor's default shall be certified by the Contracting Officer.

(b) If the Owner does not terminate the right of the Contractor to proceed, the Contractor shall continue the work, in which event the Contractor shall pay to the Owner as fixed, agreed, and liquidated damages for each calendar day of the delay until work is completed or accepted the amount as set forth in the section of the specifications and the Contractor and his sureties shall be liable for the amount thereof.

(c) Provided that the right of the Contractor to proceed shall not be terminated, or the Contractor charged with liquidated damages because of any delays in the completion of the work due to unforeseeable cause beyond the control and without the fault or negligence of the Contractor including, but not restricted to, acts of God or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, or delays of subcontractors due to such cases, if the Contractor shall, within ten days from the beginning of any such delay (unless the Owner shall grant a further period of time prior to the date of final settlement of the contract) notify the Owner in writing through the Contracting Officer of the causes of delay, who shall ascertain the facts and the extent of the delay and extend the time for completing the work when in his judgment the findings of facts justify such an extension, and his findings of fact thereon shall be final and conclusive on the parties hereto subject only to arbitration as specified herein.

VIII. CLAIMS, PAYMENTS

1. Contractor's Title to Materials

No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies for which he accepts partial payments.

2. Claims

The Contractor agrees whenever required to do so by the Owner to furnish satisfactory evidence that all persons, firms or corporations who have done work or supplied materials under these specifications have been paid or have been duly notified of the completion of the work and have been secured to their satisfaction before the said Contractor shall be entitled to final payment.

In case such evidence is not furnished or in case any claim is filed with the Owner or any suit or action is instituted against the Owner as defendant or garnishes or against the Contractor in connection with the work performed or to be performed under the drawings, specifications or contract, the Owner may retain from the money due or to become due to the Contractor such sum or sums as in the judgment of the Contracting Officer will fully protect the Owner from loss, charge or expense by reason of such claim, suit or action. The Owner without prejudice to any other and further rights, may make any and all deductions for any loss, charge or expense sustained by it to which it would be entitled under the contract specifications or bond, or otherwise before paying over the balance of the sum or sums retained as aforesaid, if any, to the Contractor, his creditor, or any successful claimant against the Contractor.

No payment made or retained under this contract shall be held to relieve the Contractor and/or his sureties from his and/or their obligations under this bond to hold harmless and indemnify the Owner or its agents from any and all loss, charge or expense by reason of any unpaid claim whatsoever.

3. Waiver of Mechanics Liens

Contractor waives any right that he now has or in the future may have to claim a mechanic's lien against the real property or improvements thereon which are the subject of this contract, to secure payment for labor and materials furnished or to be furnished by him under this contract.

4. Schedule of Values

Within three days after receipt of notice to proceed, the Contractor shall submit for approval a schedule of the estimated values of the main branches of the work totaling the amount of the contract. The format to be used will be furnished by the Contracting Officer.

5. Taxes

The Contractor shall, without additional expense to the Owner, pay all applicable taxes. The successful bidder will be required to comply with the applicable sections of Titles 11 and 21 of the Guam Code Annotated, as regards to licenses and taxes. In addition to the general contractor's liability, subcontractors are also subject to these provisions. Subcontractors are also required to possess Guam Service Licenses. The Contractor will be required to submit a list of his subcontractors and the monetary amount of each subcontract.

6. Materials, Services and Facilities

It is understood that except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature whatsoever necessary to execute, complete and deliver the work within the specified time.

7. Patents

The Contractor shall hold and save the Owner and his officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses, for or on account of any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the contract documents.

8. Payment by Contractor

The Contractor shall pay -

(a) for all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered;

(b) for all materials, tools, and other expendable equipment to the extent of 90 percent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools and equipment are incorporated or used;

(c) to each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors, to the extent of such subcontractor's interest therein.

9. Extras

Except as otherwise herein provided, no charge for any extra work or materials will be allowed unless the same has been ordered in writing by the Owner and either the price is stated in such order or a definite acknowledgment is made that a change in price is involved subject to later determination.

IX. MISCELLANEOUS

1. Prohibited Interests

(a) No member of or Delegate to Congress or Resident Commissioner or Governor's Office or Lieutenant Governor's Office or Employees of the Government of Guam and their relatives or immediate family members, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

(b) No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer, or inspector of or for the Government of Guam authorized to exercise any legislative, executive supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

2. Disputes

(a) Except as otherwise provided in this contract, any disputes arising under this contract shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive. The provision shall not be pleaded in any suit involving a question of facts arising under this contract as limiting judicial review of any such decision to cases where fraud by such official or his representative is alleged. Provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence.

(b) This "Disputes" clause does not preclude consideration of questions of law in connection with decisions provided for in paragraph (2) above. Nothing in this contract,

however, shall be construed as making final the decision of any administrative official representative or board on a question of law.

ATTACHMENT C

INSURANCE and OPERATIONS and MAINTENANCE (O&M)

INSURANCE AND MAINTENANCE AGREEMENT

dated as of 2025,

by and among

Lessor,

DEPARTMENT OF EDUCATION, GOVERNMENT OF GUAM,
Lessee,
Maintenance
Contractor,

and

Trustee

TABLE OF CONTENTS

		Page
ARTICLE I	DEFINITIONS; TERM	1
1.1	Definitions	1
1.2	Term of Agreement.	1
ARTICLE II	DELEGATION OF INSURANCE AND MAINTENANCE RESPONSIBILITIES	2
2.1	Delegation	2
2.2	Powers of Maintenance Contractor	2
2.3	Obligations of Maintenance Contractor	3
2.4	Governmental Successor	3
ARTICLE III	MAINTENANCE CONTRACTOR's COMPENSATION, BUDGETING AND REIMBURSEMENT	3
3.1	Maintenance Contractor's Compensation	3
3.2	Preparation of Budget	3
3.3	Approval of Budget	4
3.4	Reduction of Services	4
3.5	Operation within Budget	4
3.6	Budget Overruns; Program Changes	5
3.7	Books	5
3.8	Right to Stop Performing Functions	5
3.9	Payment	5
ARTICLE IV	INSURANCE	6
4.1	General	6
4.2	Deductibles and Co-Payments	6
4.3	Damage and Reconstruction	6
ARTICLE V	MISCELLANEOUS	7
5.1	Breach	7
5.2	Enforcement Fees	7
5.3	Limited Liability	7
5.4	Amendment	7
5.5	Partial Invalidity	7
5.6	Entire Agreement	7
5.7	Applicable Law	7
5.8	Successors and Assigns	7

THIS INSURANCE AND MAINTENANCE AGREEMENT (this "Agreement") is entered into as of this first day of August, 2025, by and among _____("Lessor"), the DEPARTMENT OF EDUCATION, GOVERNMENT OF GUAM ("Lessee"), _____, as ("Maintenance Contractor"), and _____ as trustee pursuant to the Trust Agreement (as defined herein) (the "Trustee").

WITNESSETH:

WHEREAS, Lessor and Lessee have entered into a Lease Agreement, dated as of _____, 2025 (the "Lease Agreement");

WHEREAS, pursuant to the Lease, Lessor will construct a high school (the "Facility") and lease the Facility to Lessee;

WHEREAS, under the Lease Agreement, Lessor has undertaken certain obligations with respect to the insurance and capital maintenance of the Facility, and Lessor and Lessee wish to contract with Maintenance Contractor to fully perform such obligations;

WHEREAS, Maintenance Contractor, in consideration of the compensation herein provided, is prepared to perform the required services and fully and timely perform and discharge such obligations;

WHEREAS, this Agreement, together with the Project Development Agreement, dated as of _____, 2025, by and between Lessor and _____, as developer, constitutes the "Contract" as that term is defined in Chapter 58A of Title 5 of the Guam Code Annotated; and

WHEREAS, Lessee has agreed to make annual rental payments to Lessor, and Lessor has assigned these payments to the Trustee, as Trustee under the Trust Agreement, dated as of _____, 2025 (the "Trust Agreement"), by and between Lessor and Trustee, pursuant to which the Trustee has executed and delivered the _____ (Lessor). _____(the "Certificates"" in order to finance the Facility;

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS; TERM

1.1 Definitions. All capitalized terms used and not defined herein shall have the meaning ascribed thereto in the Lease Agreement.

1.2 Term of Agreement. The rights and duties of Maintenance Contractor under this Agreement shall commence upon the issuance by the Department of Public Work of the certificate of occupancy with respect to the Facility, and shall end upon the expiration or termination of the Lease Agreement. The obligations of Lessor to make the payments and reimbursements set forth herein begin when the rights and duties of Maintenance Contractor begin, but will survive the termination of the Lease Agreement, provided that no additional charges will accrue hereunder (other than interest and, if applicable, default and collection fees) after the termination of the Lease Agreement.

ARTICLE II

DELEGATION OF INSURANCE AND CAPITAL MAINTENANCE RESPONSIBILITIES

2.1 Delegation. Lessor hereby delegates to Maintenance Contractor, its duties to provide for the capital maintenance and insurance of the Site and the Facility and the payment of taxes with respect thereto, pursuant to Articles VI, VII and VIII of the Lease Agreement to the extent herein provided. Lessee hereby consents to such delegation. In consideration of the payments and reimbursements herein provided, Maintenance Contractor hereby accepts such delegation.

2.2 Powers of Maintenance Contractor. Maintenance Contractor shall have all the powers necessary to carry out its duties and responsibilities under this Agreement, including but not limited to the following:

(a) To engage the services of contractors or other employees or agents and to pay to said persons a reasonable compensation therefor.

(b) "To insure, repair, perform capital maintenance on, and otherwise deal in and with, real and personal property of every kind and character that was constructed or installed by Lessor, located on the Site or used in connection with the Facility in accordance with the Scope of Work in Exhibit A.

(c) To deal in and with the Facility including but not limited to buildings and other structures; classrooms; gymnasiums; tennis, volleyball and basketball courts; soccer, softball, baseball and football fields; playgrounds and other athletic facilities; cafeterias; offices; language laboratories; scientific laboratories, equipment and safety devices; conference rooms; roads, walkways, streets, and pedestrian paths; parks, open spaces, gardens, common areas and public areas; amphitheaters and other public entertainment areas; utility lines and systems; outdoor lighting systems; landscaping, including without limitation plants, trees, shrubs, and grass; and such improvements and equipment as may be appropriate for use in connection with Maintenance Contractor's duties under this Agreement.

(d) Subject to applicable law, to delegate by written agreement to one or more contractors any or all of Maintenance Contractor's powers, duties and responsibilities referred to in this Agreement, provided, that no such delegation shall relieve Maintenance Contractor of its duties and responsibilities hereunder.

(e) To pay all costs imposed by, associated with, or incurred as a result of Federal or Guam laws, rules, or regulations, including without limitation taxes (if any), costs of studies, consultants' fees and costs, and performance costs.

(f) To do everything necessary, suitable, convenient, or desirable for the accomplishment of any of the purposes, the attainment of any of the objects, or the furtherance of any of the powers set forth in this Agreement, either alone or in connection with other corporations, firms, or individuals, and either as principal or agent, and to do every act or thing incidental or appurtenant to, or growing out of, or connected with any of the aforesaid objects, purposes, or powers.

2.3 Obligations of Maintenance Contractor. To fulfill the duties accepted by it pursuant to Section 2.1, Maintenance Contractor shall:

(a) from and after the issuance of an occupancy permit for the Facility, provide for the capital maintenance, repair, and replacement of the Facility as set forth in the Scope of Work attached hereto as Exhibit A;

(b) from and after the issuance of an occupancy permit for the Facility,

obtain insurance for the Facility of the type and in the coverage amounts set forth in Section 7.01(b) of the Lease Agreement and Article IV;

(c) rebuild and repair the Facility following damage or destruction thereof or a permanent taking by the power of, or a power in the nature of, eminent domain or by an action or deed in lieu of condemnation, as set forth in Article IV; and

(d) prepare, adopt, amend and disseminate Budgets from time to time as set forth in Article III.

Maintenance Contractor shall not be obligated to provide routine maintenance, security services, custodial services, waste collection, or landscaping services to the Site.

2.4 Governmental Successor. Maintenance Contractor may, in its discretion, turn over any of its powers and duties hereunder to a governmental entity that is willing to accept and assume the same under the terms and conditions of this Agreement; provided that Maintenance Contractor shall provide Trustee with written notice of such successor.

ARTICLE III

MAINTENANCE CONTRACTOR'S COMPENSATION, BUDGETING AND REIMBURSEMENT

3.1 Maintenance Contractor's Compensation. Maintenance Contractor shall be entitled to reimbursement for all expenditures made hereunder and compensation for its services as set forth in the annual budget as defined in 3.2. Notwithstanding any other provision of this Agreement, such compensation shall include, and Lessor shall be obligated to pay Maintenance Contactor, reimbursement to Maintenance Contractor of all insurance premiums payable pursuant to Section 2.3(b) and all expenses incurred pursuant to Section 2.3(c). Notwithstanding any other provision of this Agreement, Maintenance Contractor shall have no obligation to perform any obligation hereunder if it has not been paid compensation as provided for herein. Without limiting the generality of the foregoing, Maintenance Contractor shall have no obligation to make any payment described in Sections 2.3(b) or 2.3(c) if it is not assured of reimbursement therefor. In any given lease year, Lessor will not be required to reimburse Maintenance Contractor for costs, including emergency expenditures as described in Section 3.5, if sufficient funds for such reimbursement are not available in either the Insurance and Maintenance Fund, or the Capital Replacement Reserve, as the case may be. Lessor shall take actions as described in this Article III, to include any valid and unreimbursed costs of the Maintenance Contractor in the subsequent year's budget.

3.2 Preparation of Budget. For each Term, commencing with the Term beginning on December 2, 2012, Maintenance Contractor shall, not later than sixty (60) days prior to the beginning of the Fiscal Year in which such Term commences, prepare a Budget for such Term (including a reasonable allowance for contingencies) (the "Budget"). The Budget shall set forth a detailed estimate of all costs to be incurred with respect to this Agreement and a schedule of cash advances to be made by Maintenance Contractor. The Budget shall also provide for up to $xxx,xxx in each year to be deposited to the Capital Replacement Reserve (the balance of which is not to exceed $x,xxx,xxx). In addition, the Budget shall provide for a $xx,000 allotment in each year for unscheduled repair's, including, for example, repairs needed as a result of' vandalism. The Budget for the Initial Term has been approved by Maintenance Contractor, Lessor and Lessee and is attached hereto as Exhibit C.

3.3 Approval of Budget. Maintenance Contractor shall submit the proposed Budget to Lessor and Lessee for approval. Lessor and Lessee shall each be deemed to have approved the Budget unless, within 30 days after the date the proposed Budget is submitted, Lessor or Lessee provides to Maintenance Contractor with a written list of specific items in the proposed Budget to which such party objects together with its reasons for objecting. If either such party objects for any reason, including inability to pay any required Additional Rental in the amount budgeted for the Fiscal Year, Maintenance Contractor shall prepare and submit to Lessor and Lessee a revised Budget within 15 days of receipt of the objection. If Lessor, Lessee and Maintenance Contractor are unable to agree on the Budget for any year, the dispute shall be resolved as set forth on Exhibit B. Lessee's approval of a Budget shall constitute agreement to pay Additional Rental from Available Funds in such additional amount as shall be sufficient, together with the originally scheduled Additional Rental and available amounts on deposit in the Insurance and Maintenance Fund (or the Capital Replacement Reserve, as applicable) under the Trust Agreement to pay the amounts provided in such Budget; provided, however, that expenditures from the Capital Replacement Reserve shall be subject to Lessee approval (by written approval of the Superintendent of the Department of Education or another person designated in writing by the Superintendent). In the absence of an Event of Default under the Lease, Lessor's approval of Budgets shall be based solely on the sufficiency of amounts available under the Trust Agreement to pay the amounts provided in such Budget. When each annual Budget has been approved or deemed approved pursuant hereto, the Maintenance Contractor shall promptly submit a copy of the Budget to the Trustee.

3.4 Reduction of Services. If Lessor or Lessee objects to the proposed Budget because of an inability to pay for all budgeted services, Maintenance Contractor shall prepare a revised Budget in which total costs for the Fiscal Year do not exceed the $1,568,000 originally scheduled Additional Rental and available amounts on deposit in the Insurance and Maintenance Fund (or the Capital Replacement Reserve, as applicable) or such larger amount as shall be approved by the Lessor and Lessee. Maintenance Contractor shall consult with Lessee concerning which services, if any, to reduce or eliminate in the revised Budget. If this Section 3.4 is applicable due to an objection by Lessor or Lessee, Maintenance Contractor may provide in the revised Budget for the reduction or elimination of any of the services otherwise required to be provided by Maintenance Contractor under this Agreement. Maintenance Contractor shall submit a revised Budget to Lessor and Lessee within 10 days of the date Lessor or Lessee submits its objections to the proposed Budget. Unless Lessor or Lessee notifies Maintenance Contractor in writing that such party objects to the revised Budget within 10 days of the date the revised Budget is submitted, Lessor and Lessee each shall be deemed to have approved the revised Budget. If Lessor or Lessee objects to the revised Budget, then either Lessor or Lessee may terminate this Agreement with 30 days' written notice to the Maintenance Contractor and the Trustee. Any revised Budget approved or deemed approved pursuant hereto shall be submitted promptly in writing to the Trustee.

3.5 Operation within Budget. Operations shall be conducted, expenses shall be incurred and assets shall be acquired only pursuant to approved Budgets, provided, however, that in case of emergency, Maintenance Contractor may take any reasonable action it deems necessary to protect life, limb or property, to protect the Project or to comply with law or government regulation the noncompliance with which would have a material adverse effect on the Project or the parties hereto. Maintenance Contractor shall promptly notify Lessor and Lessee in writing of any such emergency expenditure, and Maintenance Contractor shall be reimbursed for such emergency expenditure, but only from amounts available for such purpose in the Insurance and Maintenance Fund or the Capital Replacement Reserve, as applicable. If the moneys in the Insurance and Maintenance Fund or the Capital Replacement Reserve, as applicable, shall be insufficient to cover such emergency expenditure,

Lessor shall request in writing that such amounts be paid to Lessor by Lessee from Available Funds as Additional Rentals pursuant to Section 4.01(c) of the Lease Agreement, and a copy of such request shall be provided to the Trustee. Notwithstanding any other provision of this Agreement, Maintenance Contractor shall have no obligation to perform any service that is not set forth in the approved Budget.

3.6 Budget Overruns; Program Changes. Upon the occurrence of unexpected events, Maintenance Contractor may, but shall not be required to unless It is assured of reimbursement, make such reasonable expenditures in excess of the adopted Budget as are necessary to carry out its duties hereunder. Maintenance Contractor shall submit any proposed material departure from an adopted Budget to Lessor and Lessee for approval. Lessor and Lessee shall each be deemed to have approved such departure from the adopted Budget unless within 10 days either Lessor or Lessee objects to the proposed change in writing to Maintenance Contractor. Maintenance Contractor shall not exceed an adopted Budget by more than 10%, unless directly caused by an emergency expenditure or unless authorized by Lessor and Lessee. Budget overruns of 10% or less shall be paid, but only from amounts available for such purpose in the Insurance and Maintenance Fund, or the Capital Replacement Reserve, as applicable. Any departure from the adopted Budget approved or deemed approved pursuant hereto shall be submitted promptly in writing to the Trustee.

3.7 Books. Maintenance Contractor shall keep and maintain separate records and accounts of all expenditures. Lessor, Lessee and Trustee may examine such records during normal business hours on reasonable notice. The Trustee shall have no duty to examine such records.

3.8 Right to Stop Performing Functions. Maintenance Contractor has the right to stop performing any of its obligations hereunder if Lessor fails to reimburse or pay Maintenance Contractor, or to cause Maintenance Contractor to be reimbursed or paid, in a timely fashion as provided in the approved Budget from resources made available under the Lease Agreement and the Trust Agreement. Maintenance Contractor may also cease, either temporarily or permanently, to perform its duties if Lessor or Lessee materially impairs Maintenance Contractor's ability to perform, or if such performance is impaired by government action, labor dispute, typhoon, earthquake, flood, or other natural disaster or other event of force majeure. Upon any such cessation of performance by Maintenance Contractor, Maintenance Contractor shall provide written notice to the Trustee, Lessor and Lessee.

3.9 Payment. At any time and from time to time, if amounts in the Insurance and Maintenance Fund, or the Capital Replacement Reserve, as applicable, are insufficient to satisfy the obligations of Lessor to fully pay amounts owed to Maintenance Contractor hereunder, Lessor shall request that such amounts be paid to Lessor by Lessee as Additional Rentals pursuant to Section 4.01(c) of the Lease Agreement. Notwithstanding any other provision of this Agreement, the parties hereby acknowledge and agree that no obligation assumed by or imposed upon the Maintenance Contractor hereunder shall require the performance of any act by the Maintenance Contractor except to the extent, if any, that the cost and expense of such performance can be paid from the accounts held for such purpose under the Trust Agreement.

ARTICLE IV

INSURANCE

4.1 General. During the term of this Agreement Maintenance Contractor shall, at Lessor's sole cost and expense, arrange for, obtain and maintain in full force and effect policies of insurance set forth in and as required by Section 7.01(b) of the Lease Agreement. All premiums for such insurance shall be paid by Lessor to the respective insurance companies

upon invoices submitted to the Lessor by the Maintenance Contractor, but only from amounts available for such purpose in the Insurance and Maintenance Fund at least 30 days in advance of the date they are due to the respective insurers. Maintenance Contractor shall give Lessor, Lessee and Trustee 30 days' written notice of any increase in any premium prior to the date Lessor must pay such premium. Lessee and Trustee (at the expense of Lessee) shall cooperate fully with Maintenance Contractor and provide such information and execute such documents as may be necessary or convenient in obtaining such insurance.

4.2 Deductibles and Co-Payments. In the event of the occurrence of any loss with respect to the Facility, the Sites or otherwise hereunder that is not fully insured, Lessor shall promptly, upon written demand by Maintenance Contractor to Lessor and Lessee with a copy to Trustee, pay or cause to be paid to Maintenance Contractor or any other proper payee any deductible or co-payment that is a prerequisite to the insurer's payment of the proceeds of the applicable insurance policy, but only from amounts available for such purpose in the Insurance and Maintenance Fund.

4.3 Damage and Reconstruction. In the event any Facility insured hereunder is damaged by fire or other casualty, the proceeds payable under the insurance policies shall be payable as provided in the Lease and the Trust Agreement. The Net Proceeds of fire and extended coverage insurance shall be deposited as provided in Article X of the Lease. After consultation with the Maintenance Contractor and the Lessee, Lessor shall instruct Maintenance Contractor as to the nature of the repair, reconstruction or replacement, if any, of damaged property, and Maintenance Contractor shall provide a proposed Budget for the requested repair, reconstruction or replacement using the procedure described in Section 3.4, with a copy to the Trustee.

ARTICLE V

MISCELLANEOUS

5.1 Breach. In the event of breach or threatened breach of this Agreement, any party may invoke the dispute settlement procedures set forth in Exhibit B. Except as otherwise provided herein, no party shall be relieved from its responsibilities hereunder unless the dispute resolution procedures are followed to their conclusion.

5.2 Enforcement Fees. If court proceedings are instituted in connection with the rights of enforcement and remedies provided in this Agreement, the prevailing party shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorneys' fees.

5.3 Limited Liability. Maintenance Contractor shall not be liable to any person for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice. Lessor shall indemnify, defend, release and hold harmless Maintenance Contractor from any loss, liability, claim or expense in such connection, but only from amounts available for such purpose in the Insurance and Maintenance Fund.

5.4 Amendment. This Agreement may only be amended, changed, modified, altered or terminated by an agreement in writing, signed by each of the Lessor, the Lessee, the Maintenance Contractor and the Trustee. The Trustee shall execute such agreement in writing only if there has been delivered to the Trustee an Opinion of Counsel addressed to the Trustee to the effect that such amendment, change, modification, alteration or termination (1) will not, in

and of itself, materially adversely affect the interests of the Holders, and (2) is authorized or permitted by this Trust Agreement and the Lease.

5.5 Partial Invalidity. The invalidity or unenforceability of any term or provision of this Agreement by the application of such term or provision to any person or circumstance shall not impair or affect the remainder of this Agreement, and its application to other persons and circumstances and the remaining terms and provisions hereof shall not be invalidated but shall remain in full force and effect.

5.6 Entire Agreement. This Agreement supersedes any and all prior agreements or understandings between the parties with respect to the subject matter of this Agreement.

5.7 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the Territory of Guam.

5.8 Successors and Assigns. This Agreement shall inure to the benefit of and be binding on the successors and permitted assigns of the parties hereto. Under the terms of the Lease, Lessor may assign this Agreement to Trustee on the Certificate Closing Date pursuant to that certain Assignment and Security Agreement, dated as of August 1, 2010, by and between Lessor and Trustee. Following such assignment, Lessor may not assign this Agreement without the prior written consent of Maintenance Contractor, which consent shall not be unreasonably withheld. Maintenance Contractor may not assign this Agreement except to an affiliate or with the prior written consent of Lessor and Lessee, which consent shall not be unreasonably withheld. Trustee may assign this Agreement to its successor or assign pursuant to the terms of the Trust Agreement. Lessor, Trustee and Maintenance Contractor shall provide the other parties hereto with written notice of any such assignment.

5.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Lessor, by its duly authorized representative, has executed this Insurance and Maintenance Agreement as of the date first above written.

LESSOR:

By: _____

IN WITNESS WHEREOF, the Lessee, by its duly authorized representative, has executed this Insurance and Maintenance Agreement as of the date first above written.

LESSEE:

DEPARTMENT OF EDUCATION,
GOVERNMENT OF GUAM

By: _____

APPROVED AS TO FORM

DRAFT

EXHIBIT A

Insurance and Maintenance Agreement

Dated as of _____, 2025

By and among

_____, Lessor

Department of Education, Government of Guam, Lessee,

Work Scope

30 Year Maintenance Program			Type			
	Typical School Facility Components for Maintenance	Frequency	Janitorial	Preventive	Unscheduled	Capital
1	**Paving**					
1.1	Asphalt - repair/seal of cracks	As required			x	
1.2	Concrete Slabs on Grade and Elevated Slabs - repair cracks	As required			x	
2	**Structural**					
2.1	Structural Damage Assessments	As required			x	
2.2	Foundation Repairs	As required			x	
2.3	Repair of Structural Elements (incl. Crack Repairs)	As required			x	
2.4	Replacement of Structural Elements	As required			x	
2.5	Upgrading of Structural Elements	As required			x	
3	**Wall Systems**					
3.1	Doors including hardware	As required				x
3.2	Window Assemblies (including Aluminum Sash)	As required			x	x
3.3	Indoor Gym Bleachers that pull out from wall	As required		x		
3.4	Restroom Partitions (attached to wall)	As required			x	
4	**Floor Covering**					
4.1	Carpeting	Daily	x		x	x
4.2	Resilient Tile Flooring	Daily / Weekly	x		x	x
4.3	Sports Flooring	Daily / weekly	x		x	x
5	**Painting**					
5.1	Interior of classrooms, library, Offices, hallways, cafeteria, Restrooms, Gymnasium and Athletic Manager's Office, Covered Walkways, Laboratories and other Indoor and Outdoor Spaces.	As required / 5-years			x	x
5.2	Touch-up painting of walls	Monthly	x			
5.3	Exterior masonry, metal surfaces and trim	As required / 5-years			x	x
6	**Roofing**					
6.1	Large Sections or Whole Buildings of Roofing Systems including Water and Thermal Proofing	As required / 5-years			x	x
6.2	Flashings, Gutters, and Downspouts	As required		x	x	
6.3	Ceiling Tiles	As required			x	
7	**Electrical**					
7.1	Main Electrical Riser, Connections and Conduits within the Boundaries	As required		x	x	
7.2	Panels and Boards	As required		x	x	
7.3	Signal Systems, including Fire Alarm System and Public Address	Per Mfr		x		
7.4	Main Power Distribution System	As required			x	
7.5	Interior and Exterior Power Distribution Systems	As required			x	
7.6	Interior and Exterior Ligthing Systems including Interior and Exterior Incandescent and Flourecent Lighting and Fixtures	Monthly	x	x		
7.7	Equipment Connections	As required			x	
7.8	Condits, Consductors and Cables	As required			x	
7.9	Preventive Maintenance and Repair of Stand By Generator and Transfer Switch	Per Mfr		x		

30 Year Maintenance Program			Type			
	Typical School Facility Components for Maintenance	Frequency	Janitorial	Preventive	Unschedule	Capital
8	**Plumbing**					
8.1	Main Water Supply Pipe Connections and Piping Within Boundaries	As required			x	
8.2	UndergroundWater Distribution Systems	As required			x	
8.3	Sewer piping, manholes within boundaries	As required			x	
8.4	Interior Water Supply	As required			x	
8.5	Interior and Exterior Plumbing, Connections, Piping and Fixtures, including	As required / Per Mfr		x	x	x
9	**Air Conditioning/Ventilation/Heating**					
9.1	Air Conditioning Systems					
9.1.1	1.a Central Syatems	wk, mo, qrtr, 5-yr	x	x		x
9.1.2	1.b Individual Units	wk, mo, qrtr, 5-yr	x	x		x
9.2	2. Ventilation Systems					
9.2.1	2.a Toilet and Bath Fan Exhaust Systems	wk, mo, qrtr, 5-yr	x	x		x
9.2.2	2.b Cafeteria and Kitchen Fan Exhaust Systems	wk, mo, qrtr, 5-yr	x	x		x
9.1.3	2.c Construction and Automotive Workshops Fume Exhaust Systems	wk, mo, qrtr, 5-yr	x	x		x
10	**Fire Protection System**					
10.1	Testing and Certifying of Fire Protection System	Annualy		x		
10.2	Maintenance of Fire Protection Riser and System	As required			x	
10.3	Maintenance of Fire Alarm System	see Section 7				
10.4	Testing and Certifying of Kitchen Fire Protection System				x	
10.5	Certification and Replacement of Fire Extiguishers	Annualy/As Required		x	x	x
11	**Kitchen Equipment**					
11.1	Kitchen Equipment Maintenance	Weekly/As Required			x	x
12	**Telecom and Internet**					
12.1	Telecommunication Conduits / wiring	As Required			x	
12.2	Public Address	Per Mfr		x		
13	**Landscaping and Lawns**					
13.1	Grass cutting and maintain all grounds including football field	Bi-weekly	x			
13.2	Walkway edging	Bi-weekly	x			
13.3	Tree Trimming / Hedging	Monthly	x			
13.4	Provide and maintain Necessary Lawn Care Equipment (1- Riding Mower, 4-Bush cutters, 2-push Mowers)	As Required		x		x
14	**Custodial and Waste Collection**					
14.1	Garbage collection from classrooms, offices, restrooms and other building areas	Daily	x			
14.2	Site cleanup (hallways, walkways, parking lots, etc.)	Daily	x			
14.3	Waste removal by commercial hauler	5 x weekly	x			
14.4	Classroom Floor polishing / waxing / sealing	Bi-Quarterly	x			
14.5	Restroom cleaning (Sweeping, mopping, wipedown of surfaces, Supply and replenishment of Paper Products, Soap)	Daily	x			
14.6	Restroom flushing and rinsing	Daily	x			
14.7	Classroom cleaning (Sweeping, mopping, wipedown of Student Desks, Cleaning of White boards	Daily	x			
14.8	Cleaning of Windows and doors interior and exterior	Daily	x			
14.9	Flushing exterior walkways / pressure washing	Bi-weekly / Quarterly	x			
15	**Pest Control**					
15.1	Spraying for control of pests(Ants, Cockroaches and Rats)	As Required	x			
15.2	Control of Termites	As Required	x			x
16	**Elevator Maintenance**					
16.1	Certificaiton	annualy		x		x
17	**Campus Security**					
17.1	On Site Secrity (See Appendix "A")	As Required	x			

EXHIBIT B

Procedures for Settling Disputes

TO THE EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CHAPTER 6 OF TILE 5 OF THE GUAM CODE ANNOTATED, IN ANY CASE IN WHICH THERE IS A DISPUTE BETWEEN THE PARTIES HERETO WITH RESPECT TO MATTERS UNDER THIS AGREEMENT, THE PROCEDURE FOR RESOLUTION OF THAT DISPUTE SHALL BE AS FOLLOWS:

THE AGGRIEVED PARTY OR PARTIES SHALL NOTIFY THE OTHER PARTY OR PARTIES OF THE GRIEVANCE IN WRITING. WHEN SUCH A NOTICE IS RECEIVED BY A PARTY, SUCH PARTY SHALL PROMPTLY INVESTIGATE, INSPECT, MEET, DISCUSS OR TAKE SUCH OTHER ACTION AS IS REASONABLY APPROPRIATE UNDER THE CIRCUMSTANCES TO ATTEMPT TO RESOLVE THE DISPUTE IN GOOD FAITH. APPROPRIATE ACTION SHALL INCLUDE, WITHOUT LIMITATION, PROMPT COMMUNICATION WITH AGGRIEVED PARTY OR PARTIES, AND A PROPOSED COURSE OF ACTION TO RESOLVE THE PROBLEM. IF THE PARTIES ARE UNABLE TO RESOLVE THE PROBLEM WITHIN A REASONABLE PERIOD (NOT TO EXCEED THIRTY (30) DAYS AFTER THE NOTICE OF DISPUTE), THE MATTER SHALL BE SUBMITTED TO BINDING ARBITRATION.

ANY DISPUTE SUBMITTED TO ARBITRATION SHALL BE SETTLED BY ARBITRATION AT A MUTUALLY CONVENIENT LOCATION IN THE CITY OF HAGATNA, GUAM, DESIGNATED BY THE ARBITRATOR, BEFORE A SINGLE ARBITRATOR IN ACCORDANCE WITH THE ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGEMENT UPON THE AWARD RENDERED IN SUCH ARBITRATION MAYBE ENTERED IN ANY COURT HAVING JURISDICTION. WHEN RESOLVING A DISPUTE, THE ARBITRATOR SHALL APPLY PERTINENT PROVISIONS OF THE AGREEMENT AND THE LAWS OF GUAM AND SHALL GIVE EFFECT TO STATUTES OF LIMITATIONS IN DETERMINING ANY CLAIM.

ANY ARBITRATOR DESIGNATED SHALL HAVE NOT LESS THAN TEN (10) YEARS EXPERIENCE IN LEGAL MATTERS PERTAINING TO THE INTERPRETATION AND IMPLEMENTATION OF THE LAWS OF GUAM RELATING TO COMMERCIAL REAL ESTATE TRANSACTIONS. DISCOVERY REQUESTS SHALL BE DETERMINED BY THE ARBITRATOR IN LIGHT OF THE PARTIES' DESIRE TO PROCEED INFORMALLY, AT MINIMAL EXPENSE.

ANY AND ALL FEES AND EXPENSES INCURRED BY THE PREVAILING PARTY IN THE ARBITRATION AS DETERMINED BY THE ARBITRATOR, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND COSTS, SHALL BE PAID BY THE NON-PREVAILING PARTY. THE PREVAILING PARTY SHALL BE DETERMINED BY THE ARBITRATOR, BASED UPON AN ASSESSMENT OF WHICH PARTY'S MAJOR ARGUMENTS MADE OR POSITIONS TAKEN IN THE PROCEEDINGS COULD FAIRLY BE SAID TO HAVE PREVAILED OVER THE OTHER PARTY'S MAJOR ARGUMENTS OR POSITIONS ON MAJOR DISPUTED ISSUES IN THE ARBITRATOR'S DECISION. IF THE PARTY, WHICH SHALL HAVE COMMENCED OR INSTITUTED THE ACTION, SUIT, OR PROCEEDING SHALL DISMISS OR DISCONTINUE IT WITHOUT

THE CONCURRENCE OF THE OTHER PARTY, SUCH OTHER PARTY SHALL BE DEEMED THE PREVAILING PARTY. AS USED IN THIS AGREEMENT, THE TERM "ATTORNEY'S FEED" INCLUDES, WITHOUT LIMITATION, ALL ATTORNEY'S AND PARALEGALS' FEES AND EXPENSES INCURRED IN CONNECTION WITH THE DISPUTE WHICH IS THE SUBJECT OF THE ARBITRATION PROCEEDING, INCLUDING, ATTEMPTING TO RESOLVE THE DISPUTE WITHOUT ARBITRATION, PREPARING FOR THE ARBITRATION, CONDUCTING THE ARBITRATION AND DEFENDING ANY REVIEW OF THE ARBITRATOR'S DECISION.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT ANY PARTY TO THIS AGREEMENT MAY INITIATE AND MAINTAIN AN ACTION FOR JUDICIAL RELIEF FOR THE PURPOSE OF SEEKING A PROVISIONAL OR ANCILLARY REMEDY OR CLEARING TITLE TO ANY PARCEL OF ANY NOTICE OF LIS PENDENS OR O"FHER ENCUMBRANCE UPON TITLE.

NOTICE: BY EXECUTING THIS AGREEMENT, EACH PARTY HERETO IS AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THIS ARBITRATION OF DISPUTES PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY GUAM LAW AND IS GIVING UP ANY RIGHTS SUCH PARTY MAY POSSESS TO HAVE THE DISPUTE LITIGATED IN COURT AND BY JURY TRIAL, AND ANY OTHER RIGHTS TO DISCOVERY AND APPEAL. IF AN PARTY REFUSES TO SUBMIT TO ARDITRATION, SUCH PARTY MAY, TO THE EXTENT PERMITTED BY LAW, BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF APPLICABLE GUAM

End of Exhibit

DRAFT

30 Year Maintenance Program			Type			
	Typical School Facility Components for Maintenance	Frequency	Janitorial	Preventive	Unscheduled	Capital
1	**Paving**					
1.1	Asphalt - repair/seal of cracks	As required			x	
1.2	Concrete Slabs on Grade and Elevated Slabs - repair cracks	As required			x	
2	**Structural**					
2.1	Structural Damage Assessments	Seismic events			x	
2.2	Foundation Repairs	As required			x	
2.3	Repair of Structural Elements (incl. Crack Repairs)	As required			x	
2.4	Replacement of Structural Elements	As required			x	
2.5	Upgrading of Structural Elements	As required			x	
3	**Wall Systems**					
3.1	Doors including hardware	As required				x
3.2	Window Assemblies (including Aluminum Sash)	As required			x	x
3.3	Indoor Gym Bleachers that pull out from wall	As required		x		
3.4	Restroom Partitions (attached to wall)	As required			x	
4	**Floor Covering**					
4.1	Carpeting	Daily	x		x	x
4.2	Resilient Tile Flooring	Daily / Weekly	x		x	x
4.3	Sports Flooring	Daily / weekly	x		x	x
5	**Painting**					
5.1	Interior of classrooms, library, Offices, hallways, cafeteria, Restrooms, Gymnasium and Athletic Manager's Office, Covered Walkways, Laboratories and other Indoor and Outdoor Spaces.	As required / 5-years			x	x
5.2	Touch-up painting of walls	Monthly	x			
5.3	Exterior masonry, metal surfaces and trim	As required / 5-years			x	x
6	**Roofing**					
6.1	Large Sections or Whole Buildings of Roofing Systems including Water and Thermal Proofing	As required / 5-years			x	x
6.2	Flashings, Gutters, and Downspouts	As required		x	x	
6.3	Ceiling Tiles	As required			x	
7	**Electrical**					
7.1	Main Electrical Riser, Connections and Conduits within the Boundaries	As required		x	x	
7.2	Panels and Boards	As required		x	x	
7.3	Signal Systems, including Fire Alarm System and Public Address	Per Mfr		x		
7.4	Main Power Distribution System	As required			x	
7.5	Interior and Exterior Power Distribution Systems	As required			x	
7.6	Interior and Exterior Ligthing Systems including Interior and Exterior Incandescent and Flourecent Lighting and Fixtures	Monthly	x	x		
7.7	Equipment Connections	As required			x	
7.8	Condits, Consductors and Cables	As required			x	
7.9	Preventive Maintenance and Repair of Stand By Generator and Transfer Switch	Per Mfr		x		
8	**Plumbing**					
8.1	Main Water Supply Pipe Connections and Piping Within Boundaries	As required			x	
8.2	UndergroundWater Distribution Systems	As required			x	
8.3	Sewer piping, manholes within boundaries	As required			x	
8.4	Interior Water Supply	As required			x	
8.5	Interior and Exterior Plumbing, Connections, Piping and Fixtures, including heaters	As required / Per Mfr		x	x	x
9	**Air Conditioning/Ventilation/Heating**					
9.1	Air Conditioning Systems					
9.1.1	1.a Central Syatems	wk, mo, qrtr, 5-yr	x	x		x
9.1.2	1.b Individual Units	wk, mo, qrtr, 5-yr	x	x		x
9.2	2. Ventilation Systems					
9.2.1	2.a Toilet and Bath Fan Exhaust Systems	wk, mo, qrtr, 5-yr	x	x		x
9.2.2	2.b Cafeteria and Kitchen Fan Exhaust Systems	wk, mo, qrtr, 5-yr	x	x		x
9.1.3	2.c Construction and Automotive Workshops Fume Exhaust Systems	wk, mo, qrtr, 5-yr	x	x		x
10	**Fire Protection System**					
10.1	Testing and Certifying of Fire Protection System	Annualy		x		
10.2	Maintenance of Fire Protection Riser and System	As required			x	
10.3	Maintenance of Fire Alarm System	see Section 7				
10.4	Testing and Certifying of Kitchen Fire Protection System				x	
10.5	Certification and Replacement of Fire Extiguishers	Annualy/As Required		x	x	x
11	**Kitchen Equipment**					
11.1	Kitchen Equipment Maintenance	Weekly/As Required			x	x

30 Year Maintenance Program			Type			
	Typical School Facility Components for Maintenance	Frequency	Janitorial	Preventive	Unscheduled	Capital
12	**Telecom and Internet**					
12.1	Telecommunication Conduits / wiring	As Required			x	
12.2	Public Address	Per Mfr		x		
13	**Landscaping and Lawns**					
13.1	Grass cutting and maintain all grounds including football field	Bi-weekly	x			
13.2	Walkway edging	Bi-weekly	x			
13.3	Tree Trimming / Hedging	Monthly	x			
13.4	Provide and maintain Necessary Lawn Care Equipment (1- Riding Mower, 4-Bush cutters, 2-push Mowers)	As Required		x		x
14	**Custodial and Waste Collection**					
14.1	Garbage collection from classrooms, offices, restrooms and other building areas	Daily	x			
14.2	Site cleanup (hallways, walkways, parking lots, etc.)	Daily	x			
14.3	Waste removal by commercial hauler	5 x weekly	x			
14.4	Classroom Floor polishing / waxing / sealing	Bi-Quarterly	x			
14.5	Restroom cleaning (Sweeping, mopping, wipedown of surfaces, Supply and replenishment of Paper Products, Soap)	Daily	x			
14.6	Restroom flushing and rinsing	Daily	x			
14.7	Classroom cleaning (Sweeping, mopping, wipedown of Student Desks, Cleaning of White boards	Daily	x			
14.8	Cleaning of Windows and doors interior and exterior	Daily	x			
14.9	Flushing exterior walkways / pressure washing	Bi-weekly / Quarterly	x			
15	**Pest Control**					
15.1	Spraying for control of pests(Ants, Cockroaches and Rats)	As Required	x			
15.2	Control of Termites	As Required	x			x

ATTACHMENT D

FIXTURES, FURNITURES and EQUIPMENT

Pending SSHS and GCC

ATTACHMENT "E"

FORMS

EXHIBIT A

PROPOSER'S AFFIRMATION AND DECLARATION

Before me, the undersigned authority who is duly authorized by law to administer oaths and take acknowledgements, personally appeared

AFFIANTS NAME: _____

Who, after being duly cautioned and sworn (or who is unsworn if that be the case) and being fully aware of the penalties of perjury, does hereby state and declare, on his own behalf or on behalf of a partnership or corporation, whoever or whichever is the Proposer in the matter at hand, as follows:

1. That the Proposer, if an individual, is of lawful age.
2. That if the Proposer is a partnership or a corporation, it has been formed legally and it is duly authorized and registered to do business in Guam, and is in good standing under the laws of Guam (Department of Revenue & Taxation, Department of Labor (Wage & Hour), etc.).
3. That if the Proposer is using a fictitious name, he/she/it has complied with the Fictitious Name statutes of Guam. That the Proposer is not in arrears to the Government of Guam upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the Government of Guam.
4. That no officer or employee of the Government of Guam, either individual or through any firm, corporation or business of which he/she is a stockholder or holds office, shall receive any substantial benefit or profit out of the contract or obligation entered into between the Government of Guam and this Proposer or awarded to this Proposer; nor shall any Government of Guam officer or employee have any financial interest in assisting the Proposer to obtain, or in any other way effecting, the award of the contract or obligation of this Proposer/Bidder.
5. That by submitting this proposal, the Proposer certifies that he/she has fully read and understands the solicitation bid method and has full knowledge of the scope, nature, and quality of work to be performed and or the services to be rendered.
6. That Proposer acknowledges, affirms, and ratifies that he/she/it has received all addenda and amendments to the solicitation.
7. Every solicitation for a supply, service, or construction item shall conspicuously set forth the following provision to be completed and submitted with every prospective contractor's bid or proposal:

   PROSPECTIVE CONSULTANT'S REPRESENTATION REGARDING CONTINGENT FEES

   The prospective Consultant/Proposer represents as a part of such consultant's its bid or proposal that such Consultant **HAS / HAS NOT has / *has not (please circle applicable word or words)*** retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

Further, affiant sayeth naught.

Date: _____ _____

Signature of individual if the Proposer is a sole proprietorship;
Partner, if the proposer is a partnership;
Officer, if the proposer is a corporation.

Subscribed end sworn to before me this _____day _____ of 20_____.

By: _____

Notary Public

In and for _____

My commission expires _____

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

EXHIBIT B

PROPOSAL SIGNATURE FORM

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to provide services and products in accordance with the attached signed proposal, or as mutually agreed upon by subsequent negotiation. This completed Proposal Signature form shall be submitted with the Offeror's written proposal and will become a part of any Contract that may be awarded. The Proposal Signature Form must be signed by an authorized representative.

Please type or print:

Name of Firm: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Type of Organization: [ ] Individual [ ] Small Business [ ] Non-Profit
[ ] Partnership [ ] Corporation [ ] Joint Venture

ATTACH COPIES OF ALL SUCH LICENSES, PERMITS OR CERTIFICATES ISSUED TO THE BUSINESS ENTITY

Business is licensed, (unless exempt by applicable law) permitted or certified to do business on Guam:

[ ] Yes [ ] No License# _____

Guam Corporation ID#: _____

Guam Fictitious Name Reg. #: _____

Federal I.D.#: _____

Authorized Signature:

Minority Business Status: [ ] Black [ ] Asian/Pacific Islander [ ] Woman

Is your business certified as a minority business with any government agency?

[ ] Yes [ ] No

If yes, please list below:

Agency Name	Certification Number	Expiration Date

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

EXHIBIT C

AFFIDAVIT DISCLOSING OWNERSHIP, INFLUENCE, COMMISSIONS AND CONFLICTS OF INTEREST

(Required by 5 GCA § 5233 as amended by P.L. 36-13 (4/9/2021))

CITY OF _____)
) ss.
ISLAND OF GUAM)

Preface. As a condition of submitting a Bid/Offer/Proposal or responding to any method of source selection under Guam's Procurement Law for the purpose of entering into a contract with the government of Guam, this Affidavit requires all Bidders/Proposers/Prospective Contractors to make disclosures of ownership, influence, commissions, gratuities, kickbacks, and conflicts of interest occurring **during the 365 calendar days preceding the publication of this solicitation and until award of a contract**. This includes the duty to disclose **any changes** to the facts disclosed herein throughout the solicitation process; and if the entity submitting this Affidavit is awarded a contract, the duty to disclose **any changes** to the facts disclosed herein **continues throughout the life of the contract, including any extensions or renewals**.

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the Bidder/Proposer/Prospective Contractor and that (please check and fill out all that apply):

[ ] The Bidder/Proposer/Prospective Contractor is an individual with a business license, and all decisions are by, and all profit is for, that same individual, with principal place of business street address being:_____
_____

[ ] The Bidder/Proposer/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is a sole proprietorship owned entirely (100%) by_____, with principal place of business street address being:_____
_____

[ ] The Bidder/Proposer/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is owned by the following multiple individuals. Note: owners of more than 10% are statutorily required to be listed below, but other owners of smaller percentage are encouraged to be listed as well.

Name of Owner	Principal Place of Business Street Address	% of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

[ ] One or more of the more-than-10% owners listed above is a business or artificial person. Any more-than-25% owners of such a business or artificial person are listed below per 5 GCA § 5233. Note: any less-than-25% owners of such a business or artificial person is encouraged to also be listed below.

Name of >10% Owner Business or Artificial Person:

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	Owner's Principal Place of Business Street Address	% of Interest

Name of other >10% Owner Business or Artificial Person:

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	Owner's Principal Place of Business Street Address	% of Interest

B. If any Second Tier Owner identified above is an artificial person, the natural or artificial owners of such Second Tier Owner who have held more than 49% of the shares or interest in the Bidder/Proposer/Prospective Contractor (Third Tier Owners) are as follows [if none, please so state]:

Second Tier Owner Name_____

Name of Third Tier Owner	Principal Place of Business Street Address	% of Interest

C. If the name of no natural person has been identified as an owner, or a Second or Third Tier Owner of the Bidder/Proposer/Prospective Contractor, please identify the name, position, address, and contact information of the natural person having the authority and responsibility for the Bid/Offer/Proposal/Prospective Contract, and the name of any natural person who has the authority and power to remove and replace the designated responsible person:

Name of Natural Person	**Position**	**Street Address of Principal Place of Business**	**Phone Number, Email Address, and other Contact Information**

D. Further, I say that the persons who have received or are entitled to receive a commission, gratuity, contingent fee or other compensation to solicit, secure, or assist in obtaining business related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted are as follows (if none, please so state):

Name	Principal Place of Business Street Address	Amount of Compensation

E. Further, I say that the persons who have directly or indirectly participated in this solicitation and who are also employees of the government of Guam or the government of the United States, if federal funds are to be used in the payment of the contract related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted, are as follows (if none, please so state):

Name	Principal Place of Business Street Address

F. Regardless of any ownership interest, the following individuals have the power to control the performance of the contract or to control the Bidder/Proposer/Prospective Contractor, directly or indirectly:

Name	Principal Place of Business Street Address

///

///

G. Until award of the contract, and throughout the term of any contract awarded to the Bidder/Proposer/Prospective Contractor represented herein, I agree to promptly make any disclosures not made previously and update changes in ownership, identities of owners and other required information, interests, compensation or conflicts of the persons required to be disclosed. I understand that failure to comply with this requirement shall constitute a material breach of contract.

H. I hereby declare under penalty of perjury under the laws of Guam that the foregoing is true and correct.

Executed on: _____
(date)

_____
Signature of one of the following:
Bidder/Proposer/Prospective Contractor, if a licensed individual
Owner of sole proprietorship Bidder/Proposer/Prospective Contractor
Partner, if the Bidder/Proposer/Prospective Contractor is a partnership
Officer, if the Bidder/Proposer/Prospective Contractor is a corporation

Subscribed and sworn to before me

This _____ day of _____, 20 _____.

_____
NOTARY PUBLIC

My commission expires: _____

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

EXHIBIT D

AFFIDAVIT RE NON-COLLUSION

CITY OF _____)
) ss.
ISLAND OF GUAM)

_____ [*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 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 proposer'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 _____, 20___.

_____
NOTARY PUBLIC
My commission expires _____, _____.

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

EXHIBIT E

AFFIDAVIT RE GRATUITIES OR KICKBACKS

CITY OF _____)
) ss.
ISLAND OF GUAM)

_____ [*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, an 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 officers, representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback, gratuity or offer of employment in connection with the offeror's proposal.

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's 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 _____, 20_____.

_____
NOTARY PUBLIC
My commission expires _____, _____.

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

EXHIBIT F

AFFIDAVIT RE ETHICAL STANDARDS

CITY OF _____)
) ss.
ISLAND OF GUAM)

_____ [*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 _____, 20_____.

_____
NOTARY PUBLIC
My commission expires _____, _____.

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

EXHIBIT G

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

Procurement No. : _____

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

EXHIBIT H

AFFIDAVIT RE CONTINGENT FEES

CITY OF _____)
) ss.
ISLAND OF GUAM)

_____ [*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 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 _____, 20_____.

_____
NOTARY PUBLIC
My commission expires _____, _____.

EXHIBIT I

CERTIFICATION REGARDING LOBBYING

49 CFR Part 20 - Appendix A

Certification For Contracts, Grants, Loans, And Cooperative Contracts

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Contract.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Contract, the undersigned shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Contracts) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature/Authorized Certifying Official	Typed Name and Title
Applicant/Organization	Date Signed

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

Gmail

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

18 FEB 2025

SSHS RFP: Request for GEDA and Bond Counsel Review

Joseph W Duenas <jduenas@ssfm.com> Tue, Feb 11, 2025 at 11:36 AM
To: Tina Garcia <cgarcia@investguam.com>
Cc: Vince Arriola <vince.arriola@dpw.guam.gov>, Lester Carlson <lester.carlson@bbmr.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, "John F. Calanayan" <john.calanayan@dpw.guam.gov>, Tom Keeler <tkeeler@oagguam.org>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>

Hi Tina,

As discussed in Friday's Simon Sanchez High School Weekly Progress Meeting, attached you will find the latest iteration of the SSHS Leaseback RFP.

Please note:

1. The latest version of the GEDA Financing Scope of Work has been incorporated, but distributed into the body of the RFP and Attachment A. It will need to be checked to ensure that everything was captured.
2. Language from the municipal lease RFP samples that GEDA sent over, was incorporated into this latest version.
3. Feedback from both SSHS meetings last week has been incorporated into the RFP.
4. We are still waiting on TRMA for the "Design/ Construction and Insurance/ Capital Maintenance section of the RFP- Attachment B," this is anticipated next week and will be inserted in.

Here are some requests/ suggestions/ considerations for GEDA and Bond Counsel review:

1. Ensure that the RFP flows consistent with a Leaseback/ P3 RFP from start to finish. Because this is not a typical construction RFP, it needs to be reviewed through the lens of a Developer/ Financier/ Contractor who will finance, design, build, maintain, and leaseback the facility.
2. Review the RFP language and references to Guam laws to ensure that all appropriate laws are referenced and there are no conflicts, redundancies, ambiguities, etc.
3. There may need to be clarification of Non appropriation risk (I.e., developer cannot claim ownership of the school in case of nonpayment).
4. Consider requiring a 100% performance bond and allow termination for nonperformance.
5. Due to the time sensitivity of construction completion, consider meaningful/ incentivizing liquidated damages language for not completing the project within the government's timeframe.
6. If possible, we are hoping to receive the GEDA and Bond Counsel review/ revisions before the "DPW RFP Page by Page Review Meeting" requested by the DPW Director on February 18th. This will allow the team to review the RFP thoroughly and make final revisions, before submitting it to Assistant AG Keeler for final review.

Please let me know if you have any questions or concerns.

Thank you!

Joe

Joseph W. Duenas, ENV SP | Pacific Area Manager

SSFM International

Innovate | Adapt | Sustain

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"Do not go where the path may lead, go instead where there is no path and leave a trail." – Ralph Waldo Emerson

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REQUEST FOR PROPOSALS

FOR

CONSTRUCTION OF A NEW SIMON SANCHEZ HIGH SCHOOL: FINANCE, DEMOLITION, DESIGN, BUILD, LEASE/ LEASEBACK & INSURE/ CAPITAL MAINTENANCE (FDDBLM)

AS AUTHORIZED BY THE "MA KAHAT ACT OF 2013" AND ALL SUBSEQUENT/ RELATIVE PUBLIC LAWS AS APPROPRIATE

PROJECT No. 730-5-1059-L-YIG

LOURDES A. LEON GUERRERO
Governor of Guam

And

JOSHUA F. TENORIO
Lt. Governor of Guam

PREPARED BY:

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO

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

DRAFT

REQUEST FOR PROPOSALS

CONSTRUCTION OF A NEW SIMON SANCHEZ HIGH SCHOOL: FINANCE, DEMOLTION, DESIGN, BUILD, LEASE/ LEASEBACK AND INSURE/ CAPITAL MAINTENANCE (FDDBLM)

PROJECT NO. 730-5-1059-L-YIG

LOURDES A. LEON GUERRERO
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PREPARED BY:

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

2025

RECOMMEND APPROVAL:

JOHN F. CALANAYAN
Engineer Supervisor
Department of Public Works

Date: _____

APPROVED BY:

VINCENT P. ARRIOLA
Director
Department of Public Works

Date: _____

The Honorable
LOURDES A. LEON GUERRERO
Maga' Hâga . 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

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 (DPW),** invite sealed proposals for the **Construction of a New Simon Sanchez High School – Finance, Demolition, Design, Build, Lease/Leaseback, and Insure/Capital Maintenance (FDDBLM), Project No. 730-5-1059-L-YIG.**

RFP documents will be available for purchase starting **Friday, March 28, 2025**, at the **Contract Administration Technical Services Office, Ground Floor, TMC Building, DPW** for a **non-refundable fee of $25.00**. Payment must be made at the **Permit Center, Building "A"**, and a receipt must be presented to obtain the documents.

A **mandatory pre-proposal conference** will be held on **Friday, April 4, 2025, at 11:00 a.m.** in the **DPW FHWA Conference Room (2nd Floor).** An optional **site visit** will follow immediately after the conference to allow Proposers to familiarize themselves with the project site. Participation in the site visit is optional.

Sealed proposals must be submitted to the **Contracts Administration and Technical Services Section, Division of Capital Improvement Projects, Ground Floor, TMC Building, DPW** by **4:00 p.m., Friday, May 23, 2025**. Proposals will not be accepted without proof of payment. Upon obtaining the RFP, Offerors must complete and return the **Acknowledgment of Receipt Form (Attachment 7)** to DPW. Failure to submit this form may result in the Proposer not receiving addenda or other notices related to the RFP, potential point deductions during the evaluation process, or disqualification as non-responsive.

DPW affirms that all minority business enterprises will have full opportunity to submit proposals and will not be discriminated against based on race, color, or national origin in consideration for an award. The Government of Guam reserves the right to reject any or all proposals and waive any irregularities in the best interest of the government.

VINCENT P. ARRIOLA
Director

CONSTRUCTION OF A NEW SIMON SANCHEZ HIGH SCHOOL (FDDBLM)

RFP TIMELINES
Project No. 730-5-1059-L-YIG

Friday, March 28, 2025	**AVAILABILITY OF RFP DOCUMENTS**
Friday, April 4, 2025, 11 AM	**MANDATORY PRE-PROPOSAL CONFERENCE NON-MANDATORY SITE VISIT TO FOLLOW**
Friday, April 18, 2025, 4 PM	**LAST DAY TO SUBMIT WRITTEN QUESTIONS AND/OR CLARIFICATIONS**
Wednesday, April 30, 2025, 4 PM	**ANTICIPATED RESPONSE/ REPLIES TO QUESTIONS/ CLARIFICATIONS**
Friday, May 23, 2025, 4PM	**RFP SUBMITTAL DUE DATE (Submit to DPW, TMC Building, CIP Contract Section)**
Wed-Thursday, June 4-5, 2025	**ANTICPATED INTERVIEW DATE**
Friday, June 20, 2025	**ANTICIPATED SELECTION NOTICE**

CONSTRUCTION OF A NEW SIMON SANCHEZ HIGH SCHOOL: FDDBLM

TABLE OF CONTENTS

Project No. 730-5-1059-L-YIG

Contents	Page
Project Overview, Term and Time of Performance, Scope of Services	8
Communication Regarding this RFP, Proposal Package Requirements, Proposal Submittal, Instructions for Submitting a Proposal	9
Terms of Payment	13
Availability, Amendments, Pre-Proposal Conference, Pre-Proposal Questions, Explanation to Offerors	14
DPW's Answers, Withdrawal of Proposals, Alternative or Multiple Proposals Note Accepted, No Late Proposals, Prohibition Against Employment of Sex Offenders	15
Equal Opportunity, Receipt/ Opening of Proposals, Classification of Proposals as Responsive or Non Responsive, Determination of Responsibility	16
Completeness of Proposals, Failure to Comply with Instructions, DPW Rights Reserved, Non-Disclosure of Data	17
Rejection of Proposal Offer, Cancellation of RFP Solicitation, Debarment, Indemnification, RFP Attachments & Legal Requirements	18
Opening of Proposals, Evaluation of Proposals and Award of Contract	20
Evaluation Criteria, Evaluation Rating and Selection Table	21
Individual Evaluation Form, Summary Evaluation Form, Term Sheet and Price Proposal Submittal, Negotiation and Award of Contract	22
Successful Negotiation of Contract with Qualified Proposer, Failure to Negotiated Contract with Best Qualified Proposer, Notice of Award, Awarding of Contract, Commencement of Work	23
RFP Attachments	24

DRAFT

I. PROJECT OVERVIEW

The Governor of Guam, through the Department of Public Works (DPW) and with the assistance of the Guam Economic Development Authority (GEDA), issues this Request for Proposal (RFP) for the financing, demolition, design, construction, leasing, insurance, and capital maintenance ("FDDBLM") of a new Simon Sanchez High School in Yigo.

The Government of Guam (the "Lessee"), acting through DPW, seeks to procure the new facility through a municipal lease/leaseback arrangement in compliance with the ***MA KAHAT ACT OF 2013*** and all applicable public laws, including but not limited to Public Law 20-27, Chapter 8, Title 1 of the Guam Code Annotated, relating to Arts in Public Buildings and Facilities.

Under this RFP, the Government of Guam is authorized to lease school property to the successful Proposer to facilitate project financing, demolition, design, and construction. Upon completion, the Government of Guam will lease back the facility for a mutually agreed term necessary to amortize the associated costs. The leaseback period shall not exceed 30 years from the scheduled completion date. It may be structured as an annually renewable lease, with automatic renewal provisions contingent on available pledged revenue under §58D109. The leaseback shall not be considered "public indebtedness" under 48 U.S.C. § 1432a, §11 of the Organic Act of Guam, or Guam law. Any lease term extensions will be subject to and not exceed the statutory limit under Guam law.

Proposals must comply with all Government of Guam requirements outlined in this RFP and, where silent, Guam Procurement Law, Rules, and Regulations. The RFP details the required scope of services and proposal submission instructions.

Eligible Proposers include developers, contractors, and finance companies legally operating under U.S. state or territorial laws and subject to Guam licensing regulations. Information on licensing is available from the Director of Revenue and Taxation. Special-purpose corporate proposals may also be considered.

The successful Proposer will serve as the primary lessor of the new Simon Sanchez High School and must submit all required proposal documents in accordance with the timelines specified in this RFP.

I. TERM AND TIME OF PERFORMANCE

The term of this solicitation is comprised of two sections: 1) Financing and Construction not to exceed seven-hundred and thirty (730) days from the issuance of Notice to Proceed, and 2) The negotiated Lease/Leaseback Capital Maintenance period.

II. SCOPE OF SERVICES

The Proposer shall be responsible the scope of work, services and responsibilities in this RFP and the requirements outlined in the Financing Scope of Work (Attachment A) and the Design| Construction and Insurance| Capital Maintenance Scope of Work (Attachment B)

III. COMMUNICATION REGARDING THE RFP

Any correspondence or communication by a potential Proposer must be made in writing via email addressed to the DPW Director Vincent Arriola via 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: **CONSTRUCTION OF A NEW SIMON SANCHEZ HIGH SCHOOL: FDDBLM Project No. 730-5-1059-L-YIG** in the subject or reference line.

IV. PROPOSAL PACKAGE REQUIREMENTS

Each Proposal Package will consist of the Proposer's Proposal Submittal with all required forms/ addenda, complete with original signatures and notarizations where necessary. The Proposal Package will also consist of a **separate and sealed envelope** marked **"Term Sheet and Price Proposal"** for negotiations.

V. PROPOSAL SUBMITTAL

The Proposal shall be submitted in a sealed envelope or box that is clearly marked **""CONSTRUCTION OF A NEW SIMON SANCHEZ HIGH SCHOOL (FDDBLM) Project No. 730-5-1059-L-YIG"** and must include one (1) original with all the required forms listed on Section XXX- RFP ATTACHMENTS complete with original signatures and notarizations where necessary, six (6) copies, and two (2) electronic copies (CD or USB flash drive) containing the complete technical submittal and one (1) separate and sealed Term Sheet and Price Proposal.

VI. INSTRUCTIONS FOR SUBMITTING A PROPOSAL

1. Format

Submission must be in 8.5 X 11 inch format with font no less than 10-point font size. Each submittal shall not contain more than forty (40) pages, excluding front and back covers, tabs, certificates of insurance, detailed schedule charts, and required forms. Attachments that are not part of the forty (40) pages should be clearly tabbed and labeled accordingly.

Each RFP Packet shall include a description of the type, technical experience, backgrounds, qualifications and expertise of the Proposer. The description shall show that the firm possess the demonstrated skills and professional experience to perform the general functions of the Project and fulfill the government's goals and vision for the Project. Submittals shall describe in detail the Proposer's approach to the Project. Creative methodology, and/or technology that the Proposer uses or unique resources that the Proposer can offer to the Project is encouraged.

2. Contents

Respondents shall comply with the following requirements for its RFP Packet:

Section 1: Executive Summary (max. 1 page)-
This should be an overview of the entire RFP Packet with a description of the general approach and/ or methodology they will use to meet the goals and fulfill the general functions set forth in the RFP

Section 2: Table of Contents. Include a clear identification of the written material by section and by page number

Section 3: Cover Letter (max. 1 page)
Each proposal shall include a cover letter signed by a person within the firm who is authorized to make representations on behalf of the firm and to bind the firm. The cover letter shall include the following information:

a) The name, phone number and email address of the Proposer's contact person relative to the proposal.

b) The Proposer's principal place of business and the location of the office proposing/sponsoring the work relative to this proposal.

c) Must also indicate whether operating as an individual proprietorship, partnership, corporation, or a joint venture.

d) A brief statement acknowledging the firm's understanding of the scope of work.

e) A positive commitment to perform the services described, with the personnel specified in the submission, **within the budgetary parameters of the "*THE MA KAHAT ACT OF 2013" and any subsequent/ relevant public laws*.**

f) An acknowledgement that all addenda were received (list each addendum number and date in the letter).

Section 4- Personnel Experience and Qualifications

a) A brief history of the Proposer. Please include any former names of the Proposer and the number of years the Proposer has participated in development or similar construction projects as a developer and/or general contractor under each name. List any reasons for change of name or corporate structure.

b) Identify the overall project coordinator or manager who will serve as the single point of contact and liaison between DPW's Construction Manager and the Proposer for all work under the contract. Explain why this person has been selected as the overall project coordinator/manager. The manager candidate may be subject to the approval of DPW.

c) Organizational chart for Proposer. This shall include the names of all key personnel, joint venture partners, and sub-consultants with their titles and specific task assignment for the Project.

d) Resumes of personnel to be involved with the Project shall be included including their school construction experience. The evaluation will consider the entire team. Therefore, no changes in the Proposer's composition will be allowed without written approval by DPW.

e) Description of Proposer's technical competence and Proposer's ability to draw upon multi-disciplinary staff to address the services required under the RFP.

Section 5- Capacity of Proposer

Detailed description of the Proposer's plan and methods for carrying out the Project, including:

Construction

a) Provide a statement regarding the Proposer's availability and resources.

b) Location of nearest office and main office, if different.

c) Provide a list of projects and the volume of construction in dollars for each of the past three (3) years.

d) The technical and managerial approach to the Proposer's partnership with the Government of Guam (DPW, GEDA, GDOE).

e) How the Proposer plans to ensure the project remains within the budgetary limits set by Guam law for Simon Sanchez High School, including strategies for cost control and efficient resource allocation.

f) How the Proposer plans to perform the required services with its resources and current workload; and how the Proposer plans to incorporate skilled and trained workforce into the Project.

g) How the Proposer plans to rapidly mobilize and execute an accelerated financing, demolition, design, and construction schedule to meet the project's expedited financing, demolition, design and construction timeline. Describe any concurrent strategies for financing, demolition, and that will streamline mobilization, expedite demolition and accelerate project completion.

h) How the Proposer plans to incorporate design and construction innovations that enhance the expedited construction schedule and cost efficiency, ensuring the Government of Guam achieves the highest economic value throughout the design, construction, and insurance/capital maintenance period. Describe any innovative design approaches or technologies that will help reduce operational costs for

GDOE and the Government of Guam during the insurance and capital maintenance phase.

i) How the Proposer will incorporate **Attachment B** and the government's design references into the design and construction process **to ensure key stakeholder feedback is effectively integrated into the final build.**

j) How the Proposer plans to incorporate local subcontracting teams into the Project.

k) How the Proposer plans to incorporate construction means and methods into the Project.

l) Detailed discussion on costs related to fees, general conditions, insurance, supervision, and management of the construction portion of the scope of work.

m) Provide a statement of financial resources, bonding capacity and insurance coverage.

n) Certificates of Insurance identifying the firm's current insurance coverages.

o) Provide all required attachments listed in this RFP in an appendix not counted toward the forty (40) pages.

Financing

The Proposer shall work with the Guam Economic Development Authority (GEDA) to finance the construction of the new Simon Sanchez High School. Include the following information related to financing:

p) Proposer's proposed structure in detail, as well provisions for extension of maturity or roll-over, or any other hypothetical scenario.

q) Provide a sealed Term Sheet or similar format outlining the terms and conditions of the proposed lease/leaseback agreement.

r) Discuss the estimated timeline for the issuance of this lease/leaseback and describe your firm's ability to conduct this transaction in a timely matter. Please feel free to outline certain variables such as a credit committee, and their effects, if any, on the terms and conditions of the financing.

s) Please include your firm's three (3) years latest audited financials.

t) Please describe any other terms and conditions required by your firm, regarding this financing.

u) Indicate the principal personnel that would be available to GEDA and the government and describe their experience and responsibilities for this financing.

v) Ability of Proposer to offer suggestions on various arrangements for service and maintenance contracts in support of the upkeep and service of the leased facility. Please provide detail on suggested payment arrangements;

w) Ability of Proposer to allow the purchase of the leased school facility by Lessee at any time during the lease period. Please provide detail on pre-payment arrangement scenario;

Section 6- Experience on Similar Projects

Description of the Proposer's experience with respect to the area of building public schools or similar construction in size, price, and scope. Specially, please provide a list of completed or ongoing projects the Proposer has been involved with where the total project contracts are similar in size, price and scope. Within that list:

a) Identify the method (e.g., leaseback, bid-build, etc.) by which each project was constructed. For leaseback projects, include the total cost of each project and the breakdown of the total cost by preconstruction services and construction services. Provide any examples of its experience in a municipal lease back project.

b) Include a discussion of the Proposer's experience with projects performed adjacent to an occupied building and/or campus.

c) Identify whether the project is completed or ongoing.

d) Identify if any of the projects had phased completion.

e) For the projects listed above, be sure to include the following information:

i. Project name and Description.

ii. Firm's role.

iii. Award and completion dates.

iv. Project initial contract price and final contract price.

v. Construction cost.

vi. Staffing, including Proposer's team members, subcontractors and consultants.

vii. Relationships with Owner/ Client during the project

viii. References- Provide a contact name, telephone number and email address for the Owner.

ix. Discussion of claims, demands, and or litigation arising from the project and involving the Proposer, and the resolution of the same.

x. List projects that the Proposer has successfully completed that had some or all of the following obstacles, including the creative solutions from the Proposer on how these obstacles were overcome: 1. A very aggressive schedule, 2. Significant budgetary Restrictions, 3. Be prepared to expand on what you did to accommodate the complexity of the project; the needs of the clients; minimizing inconvenience; and maximizing safety.

Section 7- Performance Issues

Provide a claims statement for all resolved or ongoing claims. Submit a statement indicating any and all suits or claims in which the Proposer or its personnel instigated a claim and/or litigation regarding construction projects within the past five (5) years and indicating any and all claims in which claims and/or litigation have been pursued against the Proposer or its personnel. For each listed claim and/ or litigation state the issues in the claim and/or litigation, the status of the claim/ litigation, the names of the parties involved, and the outcome, if any.

Proposer's claims statements MUST include resolved and ongoing claims. Proposer's claims statement MUST include claims history of Proposer and its personnel, as well as Associated Firms. "Associated Firms" are businesses, corporations, companies, partnerships, or other entities associated with the Proposer and/or its personnel (e.g., firm name changes, association as prior owner, general partner, limited partner, or other officer).

Include a copy of your Contractor license and statement on whether license has been revoked or suspended in the last five (5) years. Proposer must hold a Contractors License, which is current, valid and in good standing with the Guam Contractor's Licensing Board.

If any of the following have occurred, please describe in detail the circumstance of each occurrence.

a) Failure to enter into contract or professional services agreement once selected.

b) Withdrawal of a proposal or bid because of an error.

c) Termination or failure to complete a contract.

d) Debarment by any municipal, county, territory, state, federal or local agency.

e) Involvement in litigation, arbitration, or mediation, whether concluded or ongoing.

f) Conviction of the Proposer or its principals in violating any territory, state, or federal antitrust laws by bid or proposal rigging, collusion, or restrictive

competition between bidders or proposers, or conviction of any local, state or federal law related to bidding or performance of services.

g) Knowing concealment of a deficiency in the performance of a prior contract.

h) Falsification of information or submission of deceptive or fraudulent statement in connection with a contract.

i) Willful disregard for applicable rules, laws, or regulations.

j) Failure to disclose information regarding any of the above may be deemed to indicate an unsatisfactory record of performance. Information regarding any of the above may be considered in determining the suitability of Proposer to perform the needed services. Accordingly, Proposer may describe mitigating factors as a part of description of any of the above.

VII. TERMS OF PAYMENT

a) The Government of Guam shall pay the Developer, Contractor or Finance Company, on an annual basis, for all lease payments due in accordance with the terms of the contract, consistent with the "MA KAHAT ACT OF 2013" AND ANY SUBSEQUENT/RELAVENT PUBLIC LAWS.

b) All payments shall be made in accordance with, subject to, applicable provisions of §22505 of Chapter 22 of Title 5 of the Guam Code Annotated.

c) The Developer, Contractor or Finance Company shall submit one (1) annual invoice, in original form, for lease payments due. The Government of Guam shall have thirty (30) calendar days after receipt of the invoice to make payment.

d) Non-Appropriation Clause : In event that sufficient funds (a) are not appropriated by the *I Liheslaturan Guahan* prior to the beginning of any Renewal Term for the payment of the Base Rentals on the Base Rental Payment Dates and reasonably estimated Additional Rentals payable during such Renewal Term, or (b) are otherwise not legally available for such purpose, then an Event of Non-appropriation shall be deemed to have occurred. If an Event of Non-appropriation occurs, *I Liheslaturan Guahan* shall not be obligated to make payments of the Base Rentals and Additional Rental's provided for herein beyond the last day of the Renewal Term during which such Event of non-appropriation occurs, except for the Government of Guam's obligation to pay Rentals which are payable prior to the termination of the Lease.

e) If the Government fails to perform as lessee under the leaseback period or decides not to appropriate leaseback payments GDOE shall vacate the facility and the lessor may take possession of the Simon Sanchez High School, investors and/or the trustee will typically be permitted to operate the financed facility for a period of time specified in the ground lease. However, once the term of the ground lease expires, the Government of Guam is entitled to

repossession of the site together with all improvements on the site free and clear of any interest the investors or a trustee on their behalf.

f) To expedite the construction schedule, the Government of Guam may issue 1) A separate Notice to Proceed for the Demolition and Clearing, covered by local funds along with 2) the Notice of Award. The contractor must submit a separate invoice for the Demolition and Clearing, which will be paid 30 days after receipt of invoice.

VIII. AVAILABILITY

This Request for Proposals ("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., beginning March 28 2025. Upon obtaining this RFP, prospective Proposers must sign in in the Offerors Register in order to receive any addenda or other notices related to this RFP. Failure by prospective Proposers to sign and register may result in the prospective Proposer not receiving notices or addenda's from DPW regarding this RFP.

IX. 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 Proposers who have signed in the Offerors 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 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. A Proposer who does not attend will be disqualified.

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 via John Calanayan as stated in the Communication section of this RFP 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 before the deadline. Proposers 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 Proposers Register Form. **All addenda shall form a part of the RFP documents and must be acknowledged upon receipt. Failure by any to acknowledge receipt of each addendum may be grounds for disqualifications.**

XIV. WITHDRAWAL OF PROPOSALS

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

XV. ALTERNATE OR MULTIPLE PROPOSALS NOT ACCEPTED

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

XVI. NO LATE PROPOSALS

Proposals must be received at the receptionist's desk of DPW by the Proposal Due Date set forth in the RFP Timelines. 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 Proposer at the expense of the Proposer or destroyed, if requested.

XVII. 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.

XVIII. 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.

XIX. RECEIPT/OPENING OF PROPOSALS

Proposals and modifications will 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 will be prepared. The Register of Proposals will be opened to public inspection only after award. Proposals and modifications will be shown only to government personnel having a legitimate interest in them.

XX. 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.

XXI. DETERMINATION OF RESPONSIBILITY

The procurement officer will determine whether a Proposer 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 a Proposer is found non-responsible, the determination must be in writing, made a part of the procurement file and mailed to the affected Proposer.

XXII. 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 Proposers outside the formal response or subsequent discussion/negotiation will not be considered, will have no bearing on any award, and may result in the Proposer being disqualified from further consideration.

XXIII. FAILURE TO COMPLY WITH INSTRUCTIONS

Proposers 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.

XXIV. 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:

a) Cancel or terminate this RFP as provided in the Guam Procurement Regulations;

b) 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;

c) Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal;

d) Waive any minor informalities in proposals received, or have them corrected by the Proposer in accordance with applicable regulations;

e) Not award if it is in the best interest of DPW or the government of Guam not to proceed with contract execution; or

f) If awarded, terminate any contract if DPW determines adequate funds are not available.

XXV. 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 Proposer 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 Proposer in writing what portion of the proposal will be disclosed and that, unless the Proposer withdraws the proposal or protests under 5 G.C.A. Chapter 5 Article 9 the proposal will be so disclosed.

XXVI. 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).

XXVII. CANCELLATION OF RFP SOLICITATION

Prior to the date deadline set for proposals, this solicitation may be 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).

XXVIII. DEBARMENT

The Proposer 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 a Proposer cannot certify this statement, attach a written explanation for review by the DPW.

XXIX. INDEMNIFICATION

Indemnify the government of Guam, DPW, GDOE, GEDA and their Consultants from any liability arising from the implementation of the Proposer's proposal.

XXX. RFP ATTACHMENTS & LEGAL REQUIREMENTS

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

1. **Financing Scope of Work** (*reference RFP ATTACHMENT A*).

2. **Design| Construction & Insurance| Capital Maintenance Scope of Work** *(reference RFP ATTACHMENT B).*

3. **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 Proposer 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.*

4. **Affidavit of Non-Collusion** per 2 GAR Division 4 § 3126(b) *(reference RFP ATTACHMENT 2).* By submitting an offer, the Proposer certifies that the price submitted was independently arrived at without collusion. *See RFP Legal Form: Affidavit re Non-Collusion; AG Procurement Form 003.*

5. **Affidavit Re No Gratuities or Kickbacks** per 2 GAR Division 4 § 11107(e) *(reference RFP 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.*

6. **Affidavit Re Contingent Fees** per 2 GAR § 11108 *(reference: RFP 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.*

7. **Affidavit Re Ethical Standards** per 2 GAR § 11103 *(reference: RFP 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.*

8. **DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION** *(reference: RFP ATTACHMENT 6).*

9. **ACKNOWLEDGEMENT OF RECEIPT FORM** *(reference: RFP ATTACHMENT 7).*

XXXI. 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.

XXXII. EVALUATION OF PROPOSALS AND AWARD OF CONTRACT

Proposals will be evaluated and ranked by the criteria provided in this RFP by a committee established by "***The Ma Kahat Act of 2013***" **and any subsequent/relevant Public Laws**. The Evaluation Committee includes:

1. GDOE Superintendent as the Chairperson
2. DPW Director or Deputy Director
3. DPW Building Permits Administrator
4. Director of Land Management or Guam Chief Planner
5. Administrator of Guam Economic Development Authority or Deputy Administrator
6. Principal of Simon Sanchez High School or his/her designee.

The Evaluation Committee will conduct discussions with the top three (3) qualified Proposers following submission and evaluation of proposals and will notify the Proposers with a date and time for the discussion. The Proposer has the choice to appear in person and/or teleconference. Each Proposer will have thirty (30) minutes to make a presentation and thirty (30) minutes to answer questions. A computer projector will be available for use by the Proposer. In addition, a phone will be made available should the Proposer need to contact personnel not present in person. Discussions will be held at:

Department of Public Works
Division of Highways Building, 2nd Floor Conference Room 201
(671) 645-4482, participation code: 517110

The evaluation process includes the following:

1. Each member evaluates the proposal and ranks the Proposer based on the assigned points for each criterion (i.e., the Proposer with the greatest total points will be

ranked the highest and the Proposer with the least number of points will be ranked the lowest.)

2. The top ranked Proposers will be interviewed with the final scoring determined thereafter.

3. Tie Breaker Procedure: In the event that two (2) or more Proposers rank is determined to be equal, the Chairperson will evaluate the proposals to break the tie.

4. The Evaluation Committee will prepare a report determining the best qualified Proposer with ranking order of preference and submit it to the DPW Director and recommend the number one ranked Proposer for the first opportunity to negotiate a contract.

5. The DPW Director will review the report from the Evaluation Committee and will approve or disapprove the recommendation as deemed to be the best qualified to provide the required services and that is in the best interest of the Government. Failure to comply with any mandatory requirements may disqualify a proposal.

6. DPW, GDOE, GEDA, and its representatives will enter into negotiations with the best qualified Proposer, at which time their sealed Term Sheet and Price Proposal will be opened for discussion/ negotiation.

XXXIII. EVALUATION CRITERIA

The evaluation will follow the criteria outlined in the Evaluation, Rating and Selection Table outlined in the section that follows. Proposers 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 Proposers.

XXXIV. EVALUATION, RATING AND SELECTION TABLE

In the evaluation, rating and selection of proposals, the evaluation factors and their relative importance follow. All proposals submitted will be evaluated by the Evaluation Committee and will be rated using the criteria provided in this RFP including the following:

EVALUATION CRITERIA	MAX SCORE	SCORE
Proposal Plan Overall proposal. A plan giving as much detail as practical as on how the services will be performed. *(Refer to VI. INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2 Contents, Sections 1-7)*	15	
Personnel Experience and Qualifications Specialized experience and qualifications of personnel to perform the required services. *(Refer to VI. INSTRUCTIONS FOR*	25	

SUBMITTING A PROPOSAL, 2. Contents, Section 4, Personnel Experience and Qualifications)		
Capacity of Proposer Detailed description of the Proposer's plan and methods for carrying out the Project and ability to perform the required services with its current resources and workload to meet the expected project outcome. *(Refer to VI. INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2. Contents, Section 5 Capacity of Proposer).*	**25**	
Proposer's Experience on Similar Projects The Proposer'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. (Refer to VI. *INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2. Contents, Section 6 Experience on Similar Projects).*	**25**	
Performance Issues Proposer's performance issues related to any past or present contracts and/or ongoing procurement (Refer to VI. *INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2. Contents, Section 7 Performance Issues).*	**10**	
TOTAL POINTS	**100**	

XXXV. INDIVIDUAL EVALUATION FORM

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

XXXVI. SUMMARY EVALUATION FORM

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

Total					

XXXVI. TERM SHEET AND PRICE PROPOSAL SUBMITTAL

The Term Sheet and Price Proposal will be unsealed from the Highest Ranked Proposer prior to Negotiations and must be within the budgetary ceiling outlined within the "MA KAHAT ACT OF 2013" AND ANY SUBSEQUENT Public Laws as relevant.

XXXVII. NEGOTIATION AND AWARD OF CONTRACT

The Department of Public Works, GEDA, and GDOE will negotiate a final contract with the best-qualified Proposer for the required services to ensure that the final contract meets the government's project objectives, financial interest and is consistent with the budgetary parameters outlined in Guam public law.

Contract negotiations will be directed toward:

1. Ensuring that the Proposer has a clear understanding of the scope of work, specifically, the essential requirements involved in providing the required services;

2. Agreeing upon final terms and compensation, which are fair and reasonable, taking into account the estimated cost of the project, the project schedule, funding parameters defined by law, the required services and the scope, complexity, and nature of such services.

XXXVIII. SUCCESSFUL NEGOTIATION OF CONTRACT WITH QUALIFIED PROPOSER

If compensation, contract requirements, and contract documents can be agreed upon with the best-qualified Proposer, the contract will be awarded to the Proposer.

XXXIX. FAILURE TO NEGOTIATE CONTRACT WITH BEST QUALIFIED PROPOSER

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 Proposer of the termination of negotiations which shall be confirmed by written notice. Upon failure to negotiate a contract with the best-qualified Proposer, the Department of Public Works will enter 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.

XL. NOTICE OF AWARD

The Department of Public Works will notify all Proposers 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.

XLI. AWARDING OF CONTRACT

The Department of Public Works will negotiate a contract with the best qualified Proposer for the required services. If compensation, contract requirements and contract documents can be agreed upon with the Proposer, a contract will be awarded to this Proposer.

XLII. COMMENCEMENT OF WORK

DPW will issue Notice to Proceed (NTP) for services for the project upon approval of Contract Agreement.

(end

FINANCING SCOPE OF WORK- ATTACHMENT A

FINANCING SCOPE OF WORK

As the Guam Economic Development Authority ("GEDA") serves as the central financial manager and consultant for the Government of Guam ("Government") and those agencies or instrumentalities of the Government requiring financial guidance and assistance, GEDA is required to participate in any and all market related activities. The Proposer shall work with the Government and GEDA during the finance phase of this procurement to provide funds for the design (including architectural and engineering), demolition, construction of Simon Sanchez High School and to provide furniture and equipment. Any fees or expenses incurred by the Government or GEDA during this phase shall be covered by the financing.

The Proposer must also be able to provide capital maintenance and insurance for the school as a result of this RFP for the duration of the lease agreement. Funding shall be by annual legislative appropriation.

To minimize the cost to the government of Guam, financing utilized by the successful proposer to fund the design, demolition, construction and FF&E services for the new Simon Sanchez High School ***shall*** be through tax-exempt obligations, or other financial instruments issued in conjunction with the Guam Economic Development Authority (GEDA). The successful Proposer and GEDA 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 purpose for this Section is to assure the government of Guam pays the lowest possible interest rate so that the cost to the government of Guam of financing the design, demolition, construction and FF&E services of the new Simon Sanchez High School, amortized through the lease/lease-back payments from the government of Guam to the successful Proposer, will be lower than regular commercial rates.

Proposer must be able to provide capital maintenance for the new Simon Sanchez High School and must also provide typhoon, fire, earthquake and vandalism insurance as negotiated. Proposer must obtain all required property, liability and workmen's compensation insurance. The

successful proposer shall provide a ***separate*** **cost** for the annual Insurance, Maintenance and Capital Maintenance of the new Simon Sanchez High School.

FINANCIAL DESCRIPTION

Leaseback agreement.

The Government of Guam, through the Guam Department of Education, as Lessor, shall enter into a leaseback agreement which the Government of Guam shall lease the Simon Sanchez High School property for a period of no more than thirty (30) years from the scheduled date of completion of the school at a cost of one dollar ($1) per year and Lessee shall lease back said property to the Government of Guam at the lease payment offered and accepted through this RFP for use as an educational facility.

The financing has been authorized by Chapter 58D of Title 5, Guam Code Annotated, known as the "*Ma Kåhat* Act of 2013" specifically for the financing, construction, demolition of the existing facility, provision of FF&E services and insurance and maintenance.

Pursuant to 5 GCA §58D103(b), at the expiration of the lease-back period, the government of Guam property and the education facility that is renovated or constructed on the government of Guam property will revert to the government of Guam with no further obligations to the Proposer.

Key Lease Terms.

The Government of Guam through the Guam Department of Education shall pay the Lessor, on an annual basis for all lease payments due in accordance with the terms of the contract, which may include any payments to GEDA or the Proposer due under the contract, and in accordance with applicable laws. Such portions of lease payments or forms of payments owed to the Proposer under the contract may be assigned by the Lessor.

All payments shall be made in accordance with Chapter 58D of Title 5 of the Guam Code Annotated. The Proposer (Lessor) shall submit one (1) annual invoice in **original** form, for lease payments due as well as for base rentals to cover the cost of annual insurance and maintenance costs.

Non-Appropriation Clause: In event that sufficient funds (a) are not appropriated by the Government prior to the beginning of any Renewal Term for the payment of the Base Rentals on the Base Rental Payment Dates and reasonably estimated Additional Rental Payment Dates and reasonably estimated Additional Rentals payable during such Renewal Term, or (b) are otherwise not legally available for such purpose, then an Event of Non-Appropriation shall be deemed to have occurred.

If an Event of Non-Appropriation has occurred, the Government shall not be obligated to make payment of the Base Rentals or Additional Rentals provided for in the lease beyond the last day of the Renewal Term during which such Event of Non-Appropriation occurs.

If the Government fails to perform as Lessee under the lease or fails to appropriate lease payments, 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. However, once the term of the ground lease expires, the Government is entitled to repossession of the site together with all improvements on the site free and clear of any interest.

If the Government loses the use of the leased facility under certain circumstances, lease payments will be made only during the times GDOE has full use of the leased facility. This could result in partial lease payments for the entire contract period.

FINANCE

Pursuant to 5 GCA §58D108, to minimize the cost to the government of Guam, financing utilized by the Proposer to fund the construction of and FF&E services for the new Simon Sanchez High School financing 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 Proposer 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*.

Supplemental Information

i.) The terms and conditions of the bonds shall be as determined by *I Maga'hagan Guahan* by the execution of a certificate or indenture authorizing the issuance of the bonds; provided, however, that the bonds are expected to mature not later than thirty (30) years after their date of issuance, shall bear interest at such rates and be sold for such price or prices as shall result in a yield to the bondholders that does not exceed eight and one-half percent (8.50%) per annum;

ii.) Any such pledge or reservation authorized under the indenture or similar instrument shall be valid and binding from the time the pledge or reservation is made; and

iii.) The bonds will not be "public indebtedness" as that term is defined in 48 USC §1423(a), §11 of the Organic Act of Guam.

iv.) Rental Payments from Lawfully Available Moneys. Rental payments under the lease and the lease-back, as well as funding required to support the activities set forth in Title 5 GCA Chapter 58D, may be reserved and payable from any lawfully available moneys of the government of Guam, and may be secured by a pledge or other reservation of such moneys on an annual basis.

TERMS OF PAYMENT

(see RFP section VII. TERMS OF PAYMENT)

PLEDGED GENERAL FUND REVENUES

Rental payments under the lease and the lease-back may be secured by a pledge or other reservation of revenues payable from any lawfully available monies of the Government of Guam and may be secured by a pledge or other reservation of such monies on an annual basis.

Design/ Construction and Insurance/ Capital Maintenance
Scope of Work

(INSERT DESIGN/ CONSTRUCTION AND INSURANCE/ CAPITAL MANTENANCE SCOPE OF WORK

ATTACHMENT B- PENDING TRMA, February 17th.)

DRAFT

ATTACHMENT 1

AFFIDAVIT OF DISCLOSING OWNERSHIPAND 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**

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**

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

DRAFT

AFFIDAVIT OF NON-COLLUSION

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 company or individual is [*state name of company*] _____.

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

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

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

Subscribed and sworn to before me

This ____ day of _____, 202__.

_____
NOTARY PUBLIC

My commission expires: _____

AG Procurement **Form 003** (March 9, 2011)

AFFIDAVIT Re NO GRATUITIES or KICKBACKS

CITY OF _____)
) **ss.**
ISLAND OF GUAM)

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

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

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

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

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

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

Subscribed and sworn to before me

This ____ day of _____, 202__.

_____
NOTARY PUBLIC

My commission expires: _____, _____.

AG Procurement **Form 004** (March 9, 2011)

AFFIDAVIT RE CONTINGENT FEES

CITY OF_____)
) ss.
ISLAND OF GUAM)

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

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

2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. This statement is made in pursuant to 2 GAR Division 4 11108(f).

3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 11108(h).

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

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

Subscribed and sworn to before me

This ____ day of _____, 202__.

_____
NOTARY PUBLIC

My commission expires: _____.

AG Procurement **Form 007** (Nov. 9, 2010)

AFFIDAVIT re ETHICAL STANDARDS

CITY OF _____ ____)
) ss.
ISLAND OF GUAM)

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

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

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

Subscribed and sworn to before me

This ____ day of _____, 202__.

_____
NOTARY PUBLIC

My commission expires: _____.

AG Procurement **Form 005** (Nov. 9, 2010)

FORM E

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

Procurement No. FY2023 RFP 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

ATTACHMENT 7

ACKNOWLEDGEMENT OF RECEIPT FORM

DEPARTMENT OF PUBLIC WORKS

Please acknowledge receipt of

***Project No.* 730-5-1059-L-YIG**

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 _____

_____

DRAFT

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

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

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO

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

(16 font

Non-Disclosure Agreement (NDA) → caps & Bold

Mon 2/10/25

ed Joe Glenn gerard alvin connie

This Non-Disclosure Agreement ("Agreement") is entered into as of [DATE] by and between the Department of Public Works, Government of Guam ("Disclosing Party"), and [NAME OF PARTY] ("Receiving Party"), collectively referred to as "the Parties." print name

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

procurement and

1. Definition of Confidential Information

space

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

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

1.2 Confidential Information does not include information that:

- Was publicly available at the time of disclosure.
- Becomes publicly available without breach of this Agreement.
- Is independently developed by the Receiving Party without reference to the Confidential Information.
- Is required to be disclosed by law or court order, provided the Receiving Party promptly notifies the Disclosing Party and cooperates to seek appropriate protection.

---

2. Obligations of the Receiving Party

space

2.1 The Receiving Party agrees to:

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

2.2 The Receiving Party agrees not to:

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

---

3. Return or Destruction of Confidential Information
Upon completion of the RFP process or upon written request from the Disclosing Party, the Receiving Party agrees to:

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

---

4. Term and Termination
This Agreement will remain in effect for:

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

---

5. Remedies
The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential Information may cause irreparable harm to the Disclosing Party, and agrees that the Disclosing Party is entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

---

6. Miscellaneous
6.1 Governing Law: This Agreement shall be governed by the laws of Guam.
6.2 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements, whether written or oral.
6.3 Amendments: Any amendments to this Agreement must be made in writing and signed by both Parties.

---

7. Signatures
Disclosing Party Department of Public Works, Government of Guam
By: _____
Name: _____
Title: _____
Date: _____
Receiving Party
[Name of Company or Individual]
By: _____
Name: _____
Title: _____
Date: _____

(more room side by side)

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

---

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7. Signatures
Disclosing Party Department of Public Works, Government of Guam
By: _____
Name: _____
Title: _____
Date: _____
Receiving Party
[Name of Company or Individual]
By: _____
Name: _____
Title: _____
Date: _____

Construction of New Simon Sanchez High School
Weekly Progress Meeting No. 11
Agenda; February 7, 2025; 10 am

I. **CALL TO ORDER** 10:00am

II. **ROLL CALL | ATTENDANCE**

III. **UNFINISHED BUSINESS**
- a. NDA- DPW
- b. GCC Status of Final FF&E List, Cost, and Funding - TRMA
- c. GDOE Status of Final FF&E List, Cost and Funding- TRMA
- d. RFP Development
  - i. Updates (SSFM, GEDA, TRMA)
  - ii. Updates on Evaluation Criteria
  - iii. Submit DRAFT to Bond Counsel
- e. Project RFP Development Milestones Schedule- SSFM
  - i. 1st DRAFT of RFP Working Template- End of December (Done)
  - ii. 2nd DRAFT of RFP Working Template- Friday January 24th. (Done)
  - iii. Submit latest DRAFT RFP to Bond Counsel for front to back review- February 12th.
  - iv. 3rd DRAFT of RFP w/ full TRMA Technical SOW- February- 12th/ 14th
  - v. DPW/ CM Page by Page Review of RFP- February 18th.
  - vi. 90% DRAFT RFP (Transmit for AG Keeler) – February 25th.
  - vii. RFP Target Issuance | Advertisement – Prior to March 31, 2025.

IV. **NEW BUSINESS**
- a. TRMA Presentation of Programming Document for Design/ Construction – Feb 21st.
- b. Pre-Marketing of RFP | Legal Input
- c. Upcoming Meetings (Update)
  - i. Weekly SSFM DPW Director Meeting- Wednesday, February 12th, 9am.
  - ii. Weekly SSFM TRMA Weekly Meeting- Thursday, February 13th, 11am.
  - iii. Weekly SSHS Weekly Progress meeting- Friday, February 14th, 10 am

V. OPEN DISCUSSION

VI. ACTION ITEMS

VII. NEXT MEETING- February 14th, 2025; 10 am, DPW

VIII. ADJOURNED 10:48am

Construction of New Simon Sanchez High School
Weekly Progress Meeting No. 11
Agenda; February 7, 2025; 10 am

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VIII. ADJOURNED

SIGN- IN SHEET

Project: Construction of the New Simon Sanchez High School

Purpose: Weekly Project Meeting No. 11

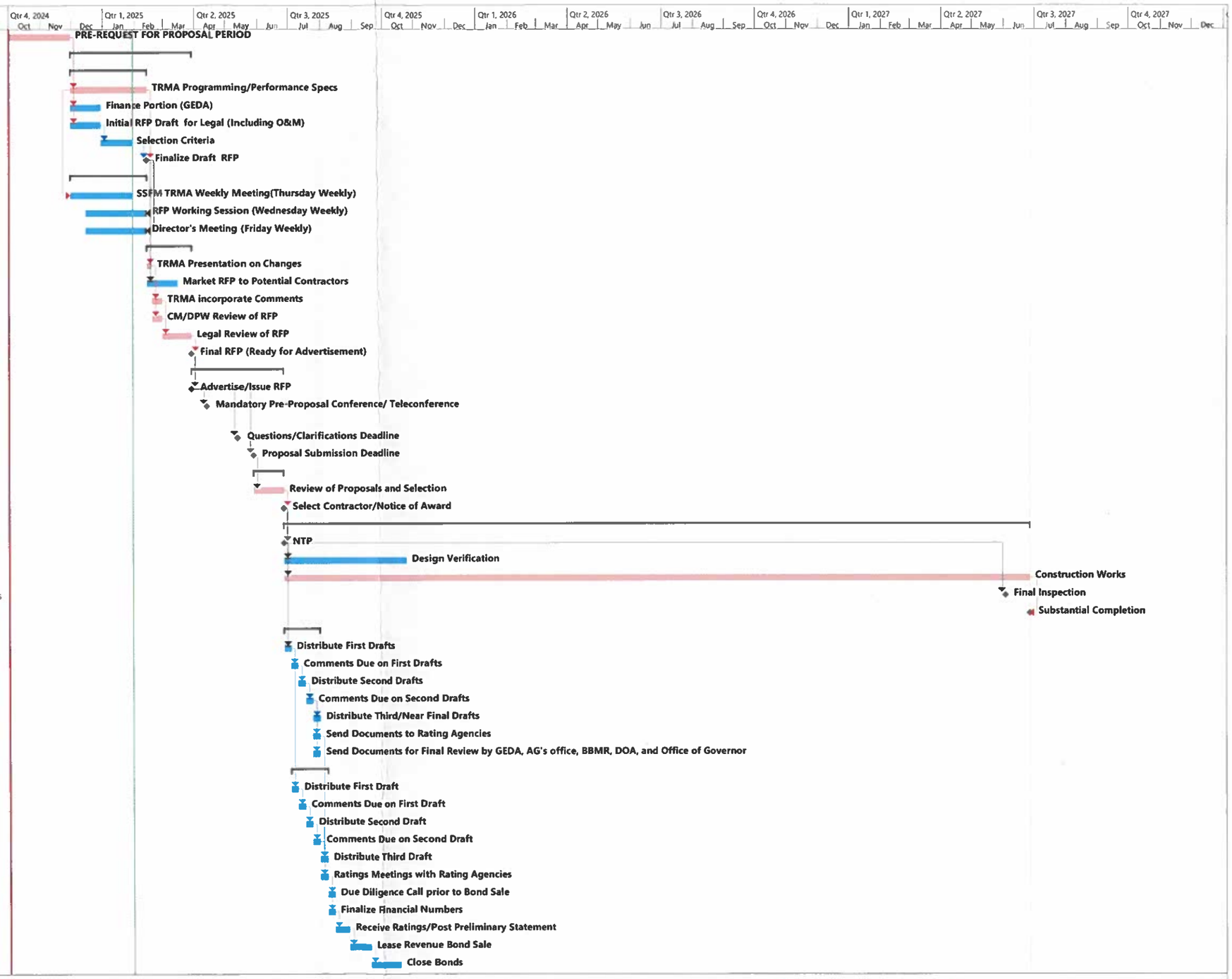
Date: Friday, February 7, 2025 **Time:** 10:00AM

Location: DPW FHWA Conference Room

** Joined Online

Y/N	Organization	Name	Email Address	Initials
	DPW	Vicente Arriola	vince.arriola@dpw.guam.gov	
	DPW	Linda Ibanez	linda.ibanez@dpw.guam.gov	
	DPW	Ernie Candoleta	ernest.candoleta@dpw.guam.gov	
	DPW	Valarie San Nicolas	valarie.sannicolas@dpw.guam.gov	
	DPW	John Calanayan	john.calanayan@dpw.guam.gov	
	DPW	Benny San Nicolas	benny.sannicolas@dpw.guam.gov	
	GDOE	Dr. Erik Swanson	keswanson@gdoe.net	
	GDOE	Barbara Adamos	bradamos@gdoe.net	
	GDOE-SSHS	Carla Masnayon	cdmasnayon@gdoe.net	
	GDOE-SSHS	Melvin Finona		
	GDOE-SSHS	Ron Canos		
	GDOE-SSHS	Keith Quiambao	kdquiambao@gdoe.net	
	GDOE-SSHS	Jessica Fejeran	jpfejeran@gdoe.net	
	GEDA	Tina Garcia	cgarcia@investguam.com	
	GEDA	John San Nicolas	jsannicolas@investguam.com	
	GEDA	Celia Anderson	celia.anderson@investguam.com	
	GEDA	Angelene Rios	angelene.rios@investguam.com	
	OAG	Tom Keeler	tkeeler@oagguam.org	
	TRMA	Michael Makio	Mmakio@traguam.com	
	TRMA	Cedric Cruz	ccruz@traguam.com	
	TRMA	Elmer Prudente Jr.	EPrudente@trguam.com	
	SSFM	Ed Hipolito	ehipolito@ssfm.com	**
	SSFM	Glenn Leon Guerrero	gguerrero@ssfm.com	
	SSFM	Gerard Bautista	gbautista@ssfm.com	
	SSFM	Joseph Duenas	jduenas@ssfm.com	
	SSFM	Connie Garrido	cgarrido@ssfm.com	
	SSFM	Alvin Bejosa	abejosa@ssfm.com	**
	DLM	Joseph Borja	joseph.borja@land.guam.gov	
	DLM	Celine Cruz	celine.cruz@land.guam.gov	
	BBMR	Lester Carlson	lester.carlson@bbmr.guam.gov	

ID	Task Name	Duration	Start	Finish	Predecessors
1	**PRE-REQUEST FOR PROPOSAL PERIOD**	60 days	Tue 10/1/24	Fri 11/29/24	
2	**REQUEST FOR PROPOSAL DEVELOPMENT**	**119 days**	**Sat 11/30/24**	**Fri 3/28/25**	
3	**Draft RFP**	**75 days**	**Sat 11/30/24**	**Wed 2/12/25**	
4	TRMA Programming/Performance Specs	75 days	Sat 11/30/24	Wed 2/12/25	1
5	Finance Portion (GEDA)	30 days	Sat 11/30/24	Sun 12/29/24	1
6	Initial RFP Draft for Legal (Including O&M)	30 days	Sat 11/30/24	Sun 12/29/24	1
7	Selection Criteria	30 days	Mon 12/30/2	Tue 1/28/25	6
8	Finalize Draft RFP	0 days	Wed 2/12/25	Wed 2/12/25	4,7
9	**Meetings**	**75 days**	**Sat 11/30/24**	**Wed 2/12/25**	
10	SSFM TRMA Weekly Meeting(Thursday Wee	60 days	Sat 11/30/24	Tue 1/28/25	4SS
11	RFP Working Session (Wednesday Weekly)	60 days	Sun 12/15/24	Wed 2/12/25	8FF
12	Director's Meeting (Friday Weekly)	60 days	Sun 12/15/24	Wed 2/12/25	8FF
13	**Final RFP**	**44 days**	**Thu 2/13/25**	**Fri 3/28/25**	
14	TRMA Presentation on Changes	5 days	Thu 2/13/25	Mon 2/17/25	4
15	Market RFP to Potential Contractors	30 days	Thu 2/13/25	Fri 3/14/25	8
16	TRMA incorporate Comments	10 days	Tue 2/18/25	Thu 2/27/25	14
17	CM/DPW Review of RFP	10 days	Tue 2/18/25	Thu 2/27/25	14
18	Legal Review of RFP	29 days	Fri 2/28/25	Fri 3/28/25	17,16
19	Final RFP (Ready for Advertisement)	0 days	Fri 3/28/25	Fri 3/28/25	18
20	**SELECTION SCHEDULE**	**90 days**	**Fri 3/28/25**	**Thu 6/26/25**	
21	Advertise/Issue RFP	0 days	Fri 3/28/25	Fri 3/28/25	19
22	Mandatory Pre-Proposal Conference/ Teleconference	0 days	Sat 4/12/25	Sat 4/12/25	21FS+15 days
23	Questions/Clarifications Deadline	0 days	Mon 5/12/25	Mon 5/12/25	21FS+45 days
24	Proposal Submission Deadline	0 days	Tue 5/27/25	Tue 5/27/25	21FS+60 days
25	**Selection**	**30 days**	**Wed 5/28/25**	**Thu 6/26/25**	
26	Review of Proposals and Selection	30 days	Wed 5/28/25	Thu 6/26/25	24
27	Select Contractor/Notice of Award	0 days	Thu 6/26/25	Thu 6/26/25	26
28	**Construction**	**730 days**	**Thu 6/26/25**	**Sat 6/26/27**	
29	NTP	0 days	Thu 6/26/25	Thu 6/26/25	27
30	Design Verification	120 days	Fri 6/27/25	Fri 10/24/25	29
31	Construction Works	730 days	Fri 6/27/25	Sat 6/26/27	29
32	Final Inspection	0 days	Wed 6/2/27	Wed 6/2/27	29FS+706 days
33	Substantial Completion	0 days	Sat 6/26/27	Sat 6/26/27	31FF
34	**Project and Bond Documents**	**35 days**	**Fri 6/27/25**	**Thu 7/31/25**	
35	Distribute First Drafts	7 days	Fri 6/27/25	Thu 7/3/25	27
36	Comments Due on First Drafts	7 days	Fri 7/4/25	Thu 7/10/25	35
37	Distribute Second Drafts	7 days	Fri 7/11/25	Thu 7/17/25	36
38	Comments Due on Second Drafts	7 days	Fri 7/18/25	Thu 7/24/25	37
39	Distribute Third/Near Final Drafts	7 days	Fri 7/25/25	Thu 7/31/25	38
40	Send Documents to Rating Agencies	7 days	Fri 7/25/25	Thu 7/31/25	38
41	Send Documents for Final Review by GEDA, AG	7 days	Fri 7/25/25	Thu 7/31/25	38
42	**Ratings Presentation**	**35 days**	**Fri 7/4/25**	**Thu 8/7/25**	
43	Distribute First Draft	7 days	Fri 7/4/25	Thu 7/10/25	35
44	Comments Due on First Draft	7 days	Fri 7/11/25	Thu 7/17/25	43
45	Distribute Second Draft	7 days	Fri 7/18/25	Thu 7/24/25	44
46	Comments Due on Second Draft	7 days	Fri 7/25/25	Thu 7/31/25	45
47	Distribute Third Draft	7 days	Fri 8/1/25	Thu 8/7/25	46,40
48	Ratings Meetings with Rating Agencies	7 days	Fri 8/1/25	Thu 8/7/25	46
49	Due Diligence Call prior to Bond Sale	7 days	Fri 8/8/25	Thu 8/14/25	48
50	Finalize Financial Numbers	7 days	Fri 8/8/25	Thu 8/14/25	48
51	Receive Ratings/Post Preliminary Statement	14 days	Fri 8/15/25	Thu 8/28/25	50
52	Lease Revenue Bond Sale	21 days	Fri 8/29/25	Thu 9/18/25	51
53	Close Bonds	30 days	Fri 9/19/25	Sat 10/18/25	52



Critical · Critical Split · Task · Split · Milestone · Slippage · Summary · Project Summary · Rolled Up Critical · Rolled Up Critical Split · Inactive Task · Inactive Milestone · Inactive Summary · Manual Task · Duration-only · Manual Summary Rollup · Manual Summary · Start-only · Finish-only · External Tasks · External Milestone · Deadline · Progress

Project: Simon Sanchez High School
Prepared by: SSFM

Baseline RFP Schedule

Thu 1/30/25

TRMA
Taniguchi Ruth Makio Architects

LD @ 10%

GDOE Simon Sanchez High School Final Cost Estimate January 2023

2026

Base Bid		**$134,000,000** ~~$139~~ 150M
Phase 1 New Campus (Classrooms, Offices, Gym, Cafeteria)		$119,000,000
Phase 2 Sports Facilities & Parking (Football Field, Track, Tennis Courts)		$ 15,000,000
Special Scope Items		**$ 17,300,000**
#1	Auditorium	$ 9,000,000 ~ 250 seats
#2	Multipurpose Field & Tennis Courts	$ 600,000
#3	PV System (Solar Panels)	$ 1,700,000
#4	Rainwater Catchment	$ 1,600,000
#5	Landscaping Plants	$ 300,000
#6	Landscaping Irrigation	$ 1,000,000
#7	Landscaping Site Furnishing	$ 100,000
~~#8~~	~~Credit Recovery Building~~	~~$ 3,000,000~~
FF&E		**$ 9,000,000**

FF&E Items that have shifted to the construction cost are:

- A/V Equipment
- Lockers
- Storage & Shelving
- Equipment (Clocks, Fume Hoods, Kitchen)

FF&E → mil work ✓

Guam • Northern Marianas Islands • Micronesia
P.O. Box EA, Hagåtña , Guam 96932 • 100 Cliff Business Center
671/475-8772 • Fax: 671/472-3381 • email: arch@traguam.com

SCOPE ITEM	
BASE BID	
PHASE 1	$119,000,000.00
PHASE 2	$15,000,000.00
CONSTRUCTION ESTIMATE SUBTOTAL	$134,000,000.00
Maintenance	$13,000,000.00
Financing	$6,000,000.00
	$153,000,000.00
SPECIAL SCOPE ITEMS	
1. Auditorium	$9,000,000.00
2. Multipurpose Field & Tennis Courts	~~$600,000.00~~
3. PV System	$1,700,000.00
4. Rainwater Catchment	$1,400,000.00
5. Landscaping Planting	$400,000.00
6. Landscaping Irrigation	$1,000,000.00
7. Landscaping Site Furnishing	$130,000.00
8. Credit Recovery Building	$3,100,000.00
CONSTRUCTION ESTIMATE SUBTOTAL	$17,330,000.00
Maintenance	$2,000,000.00
Financing	$1,000,000.00
	$20,330,000.00
	$173,330,000.00
FF&E	$9,000,000.00
GRAND TOTAL	$182,330,000.00

$20M

Best to afford Basic
- as high as maint can handle

GDOE SSHS COST ESTIMATE
PHASE 1 WORK

ITEM		COST
Site Improvements & Utilities		$17,000,000.00
A-Wing	Area (SF)	
Office Area	10,600	$3,000,000.00
Admin. Bldg. 2F Classrooms	8,200	$3,000,000.00
Library	6,900	$2,250,000.00
Classroom Building	78,000	$21,000,000.00
B-Wing		
Classroom Building	46,600	$12,000,000.00
Gymnasium	28,100	$9,000,000.00
C-Wing		
Cafeteria	14,400	$5,250,000.00
Classroom Building	31,000	$10,500,000.00
JROTC Classrooms	13,300	$3,750,000.00
JROTC Firing Range	6,800	$1,500,000.00
Covered Walkways	38,900	$3,750,000.00
Total Building Area	282,800	
	SUBTOTAL DIRECT COST	$92,000,000.00
	Escalation to 2024 10%	$9,200,000.00
	Prime Contractor OH 5%	$5,060,000.00
	Prime Contractor Profit 5%	$5,313,000.00
	Bond 1.5%	$1,673,595.00
	BPT 5%	$5,662,329.75
	TOTAL PHASE 1 COST	$118,908,924.75
	Rounded	$119,000,000.00
	Maintenance	$13,000,000.00
	Financing	$6,000,000.00
		$138,000,000.00
	Range	$130-137 Million

GDOE SSHS COST ESTIMATE
PHASE 2 WORK

ITEM		COST
Base Bid Sports Facilities		$1,723,000.00
Track & Field	$500,000.00	
Field Power & Lighting	$300,000.00	
Pressbox- Structural	$300,000.00	
Pressbox- Architectural	$100,000.00	
Pressbox- Architectural	$200,000.00	
Pressbox-Plumbing	$100,000.00	
Pressbox-Mechanical	$50,000.00	
2 Tennis Courts	$173,000.00	
Parking & Roadways		$1,500,000.00
Demolition		$1,900,000.00
Site Work & Improvements		$3,600,000.00
Site Water & Sewer		$1,100,000.00
Site Electrical & Telecom		$1,400,000.00
	SUBTOTAL DIRECT COST	$11,223,000.00
	Escalation to 2024 10%	$1,122,300.00
	Prime Contractor OH 5%	$617,265.00
	Prime Contractor Profit 5%	$648,128.25
	Bond 1.5%	$204,160.40
	BPT 5%	$690,742.68
	TOTAL PHASE 2 COST	$14,505,596.33
	Rounded	$15,000,000.00
	Maintenance	$2,000,000.00
	Financing	$1,000,000.00
		$18,000,000.00
	Range	$14-17 Million

SCOPE ITEM			
BASE BID	includes 3% escalation to 2026		
PHASE 1	$122,000,000.00		
PHASE 2	$15,000,000.00		
CONSTRUCTION ESTIMATE SUBTOTAL	$137,000,000.00		
Maintenance	$0.00		
Financing	$0.00		
	$137,000,000.00	1095-day schedule	
10% increase for 720 day schedule, D/B shift of risk, LD factor	$13,700,000.00		
Additional cost for Developer's A/E/CM	$8,220,000.00		
	$158,920,000.00		
SPECIAL SCOPE ITEMS			
1. Auditorium	$9,161,392.16		
2. Multipurpose Field & Tennis Courts	$613,314.24		
3. PV System	$1,726,059.39		
4. Rainwater Catchment	$1,593,285.59		
5. Landscaping Planting	$398,321.40		
6. Landscaping Irrigation	$1,062,190.40		
7. Landscaping Site Furnishing	$132,773.80		
8. Credit Recovery Building	$3,186,571.19		
CONSTRUCTION ESTIMATE SUBTOTAL	$17,873,908.16		
Maintenance	$0.00		
Financing	$0.00		
	$17,873,908.16		
	$176,793,908.16		
FF&E	$6,000,000.00		
GRAND TOTAL	$182,793,908.16		
Notes:			
Original estimate is based on 2022 costs			
with 10% escalation to 2024.			
Actual ave. escalation 2023 to 2024 = 7%			
Est. Escalation from 2024 to 2026 = 6%			
Escalation to 2026 = 7%-10%+6%			
Escalation to 2026 = 3%			
10% increase factor should be added for			
720 day schedule; D/B shift; LD factor			
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10% increase factor should be added for			
720 day schedule; D/B shift; LD factor			
Need to add cost for Developer's A/E/CM			

Construction of New Simon Sanchez High School
Weekly Progress Meeting No. 12
Agenda; February 14, 2025; 10 am

I. CALL TO ORDER

II. ROLL CALL | ATTENDANCE

III. UNFINISHED BUSINESS

a. NDA- DPW
b. GCC Status of Final FF&E List, Cost, and Funding (Final Cost and Funding)- TRMA/ GDOE
c. Land issues (i.e., owner, federal requirements on land use)- DLM
d. RFP Development Updates (SSFM, GEDA, TRMA)
e. Marketing of RFP- Press Release and boundaries- Assistant AG Keeler
f. Project RFP Development Milestones Schedule- SSFM
    i. 1st DRAFT of RFP Working Template- End of December (Done)
    ii. 2nd DRAFT of RFP Working Template- Friday January 24th. (Done)
    iii. Submit latest DRAFT RFP to Bond Counsel for front to back review- February 11th. (Done)
    iv. 3rd DRAFT of RFP w/ full TRMA Technical SOW- February- 14th / 17th.
    v. DPW Internal Page by Page Review of RFP- February 19th, 9am- 11am.
    vi. TRMA Presentation of A&E Design/ Construction Scope- Feb 21st
    vii. 90% DRAFT RFP (Transmit for AG Keeler)- February 21st
    viii. Issue Pre-Marketing Press Release/ FAQs- February 25th
    ix. Evaluation Committee Page by Page Review of RFP- February 28th, 8:30am- Noon, DPW (Tentative)
    x. RFP Target Issuance | Advertisement (Pending AG Keeler review)- Prior to March 31, 2025.

IV. NEW BUSINESS

a. Liquidated Damages Requirements per Guam Law
b. Upcoming Meetings (Update)
    i. DPW Internal Page by Page RFP Review- Wednesday, February 19th, 9am, DPW
    ii. Weekly SSFM TRMA Weekly Meeting- Thursday, February 20th, 11am.
    iii. Weekly SSHS Weekly Progress Meeting (TRMA presentation)- Friday, February 21st, 10 am
    iv. Evaluation Committee Page by Page Review of RFP- February 28th, 8:30am- Noon, DPW (Tentative)

V. OPEN DISCUSSION

VI. ACTION ITEMS

VII. NEXT MEETING- February 21st, 2025; 10 am, DPW

VIII. ADJOURNED

SIGN- IN SHEET

Project: Construction of the New Simon Sanchez High School
Purpose: Weekly Project Meeting No. 12
Date: Friday, February 14, 2025 **Time:** 10:00AM
Location: DPW FHWA Conference Room

** Joined Online

Y/N	Organization	Name	Email Address	Initials
	DPW	Vicente Arriola	vince.arriola@dpw.guam.gov	
	DPW	Linda Ibanez	linda.ibanez@dpw.guam.gov	
	DPW	Ernie Candoleta	ernest.candoleta@dpw.guam.gov	
	DPW	Valarie San Nicolas	valarie.sannicolas@dpw.guam.gov	
	DPW	John Calanayan	john.calanayan@dpw.guam.gov	
	DPW	Benny San Nicolas	benny.sannicolas@dpw.guam.gov	
	GDOE	Dr. Erik Swanson	keswanson@gdoe.net	
	GDOE	Barbara Adamos	bradamos@gdoe.net	
	GDOE-SSHS	Carla Masnayon	cdmasnayon@gdoe.net	
	GDOE-SSHS	Melvin Finona		
	GDOE-SSHS	Ron Canos		
	GDOE-SSHS	Keith Quiambao	kdquiambao@gdoe.net	
	GDOE-SSHS	Jessica Fejeran	jpfejeran@gdoe.net	
	GEDA	Tina Garcia	cgarcia@investguam.com	
	GEDA	John San Nicolas	jsannicolas@investguam.com	
	GEDA	Celia Anderson	celia.anderson@investguam.com	
	GEDA	Angelene Rios	angelene.rios@investguam.com	
	OAG	Tom Keeler	tkeeler@oagguam.org	
Y	TRMA	Michael Makio	Mmakio@traguam.com	**
	TRMA	Cedric Cruz	ccruz@traguam.com	
	TRMA	Elmer Prudente Jr.	EPrudente@trguam.com	
Y	SSFM	Ed Hipolito	ehipolito@ssfm.com	**
	SSFM	Glenn Leon Guerrero	gguerrero@ssfm.com	
	SSFM	Gerard Bautista	gbautista@ssfm.com	
	SSFM	Joseph Duenas	jduenas@ssfm.com	
	SSFM	Connie Garrido	cgarrido@ssfm.com	
Y	SSFM	Alvin Bejosa	abejosa@ssfm.com	**
	DLM	Joseph Borja	joseph.borja@land.guam.gov	
	DLM	Celine Cruz	celine.cruz@land.guam.gov	
	BBMR	Lester Carlson	lester.carlson@bbmr.guam.gov	

Construction of New Simon Sanchez High School
Weekly Progress Meeting No. 13
Agenda; February 21, 2025; 10 am

I. **CALL TO ORDER**

II. **ROLL CALL | ATTENDANCE**

III. **UNFINISHED BUSINESS**
- a. Status of GCC FF&E Final Funding- GDOE
- b. Land issues (i.e., federal requirements on land use)- DLM
- c. RFP Development Updates- SSFM
- d. Project RFP Development Milestones Schedule- SSFM
  - i. 1st DRAFT of RFP Working Template- End of December (Done)
  - ii. 2nd DRAFT of RFP Working Template- Friday January 24th. (Done)
  - iii. Submit latest DRAFT RFP to Bond Counsel- February 11th.
  - iv. 3rd DRAFT of RFP w/ full TRMA Technical SOW- February- 14th / 17th.
  - v. DPW/ CM Page by Page Review of RFP- February 19th
  - vi. TRMA Presentation of A&E Design/ Construction Scope- Feb 21st.
  - vii. 90% DRAFT RFP (Transmit for AG Keeler/Evaluation Committee)- on or before February 28th.
  - viii. DRAFT Pre-Marketing Press Release- February 28th.
  - ix. Evaluation Committee RFP Review- February 28th.
  - x. RFP Target Issuance | Advertisement- Prior to March 31, 2025.

IV. **NEW BUSINESS**
- a. TRMA Presentation
- b. Upcoming Meetings
  - i. Weekly SSFM DPW Director Meeting- Wednesday, February 26th, 9am.
  - ii. Weekly SSFM TRMA Weekly Meeting- Thursday, February 27th, 11am.
  - iii. Weekly SSHS Weekly Progress Meeting (Evaluation Committee RFP review) - Friday, February 28th, 10am

V. OPEN DISCUSSION

VI. ACTION ITEMS

VII. NEXT MEETING- February 28th, 2025; 10am; DPW

VIII. ADJOURN

SSFM International
Innovate | Adapt | Sustain

The Construction of Simon Sanchez High School
Project No.: 730-5-1058-L-YIG
Project Meeting #13

Date: February 21, 2025
Time: 11:00am – 12:00nn (ChST)
Location: DPW FHWA Conference Room / MS TEAMS Virtual Conferencing

I. ATTENDEES (Refer to Attached Sign-In Sheet):

II. DISCUSSION TOPICS (KEY ITEMS)

1. RFP Programming Document
   a. Review of RFP Programming Document
   b. CC (TRMA) provided an update on the programming document for the Simon Sanchez High School project. He emphasized that the design created for the 100% submittal would be the base for the procurement process, with flexibility for the developer to make adjustments. Cc (TRMA) also discussed the snail habitat conservation and its impact on the project.
   c. Decision: The design would maintain essential elements but allow flexibility for potential cost savings, particularly around the snail habitat and the campus layout.

2. Site Plan and Traffic Flow
   a. CC (TRMA) detailed the site plan, including the campus layout, the location of the bus gate, the shared multipurpose field, and stormwater drainage. He also discussed the adjustments made for better traffic circulation to minimize issues with neighboring schools.
   b. Decision: The team agreed that the new traffic design, including bus access and parking arrangements, would improve traffic flow and address current concerns.

3. Snail Habitat and Environmental Mitigation
   a. There was a discussion about the snail habitat located on the site. The team explored possible mitigation strategies, including relocating the snails and the status of the conservation plan. JD (SSFM) mentioned that federal regulations may affect the project's pace but could be advantageous by reducing bureaucratic hurdles.
   b. Decision: The team agreed to move forward with the current habitat relocation plan and monitor for any updates to federal regulations affecting the project.

4. Cost-Cutting Strategies
   a. JD (SSFM) asked about possible cost-saving measures in light of budget constraints. CC (TRMA) discussed potential reductions in features like the credit recovery building, landscaping, and the photovoltaic (PV) system, which could help bring the project within budget.
   b. Decision: The credit recovery building was identified as a lower priority item to be cut first if needed. Further discussions on cost-saving options will be ongoing.

5. Public Health and Safety Requirements
   a. The team reviewed public health and safety requirements, particularly for school facilities. CC (TRMA) clarified that the building design would meet the latest public health codes, including for restrooms and locker room facilities.
   b. Decision: The design would be aligned with the new public health standards, with the RFP making these requirements clear to prospective developers.

III. ACTION ITEMS

1. TRMA
   a. Continue working with the team to finalize the programming document and address any feedback.
   b. Finalize the traffic flow and campus layout with the developer, ensuring that it mitigates current traffic issues.
   c. Monitor updates to the snail habitat conservation plan and ensure compliance with mitigation strategies.

2. SSFM
   a. Review the cost-cutting options discussed, focusing on items like the credit recovery building and the PV system.
   b. Continue tracking any changes in federal regulations affecting environmental mitigation and share updates with the team.

3. GDOE
   a. Review the public health and safety standards with TRMA and provide feedback on any areas that may need further attention.
   b. Ensure that all public health regulations are addressed in the RFP for the developers.

4. DPW
   a. Ensure **that procurement records are** kept up to date throughout the process, especially as the team moves forward with the RFP.

IV. MEETING ADJOURNED AT 11:20 AM (ChST)

V. NEXT MEETING: February 28, 2024, at 11:00am Guam Time

SIGN- IN SHEET

Project: Construction of the New Simon Sanchez High School

Purpose: Weekly Project Meeting No. 13

Date: Friday, February 21, 2025 **Time:** 10:00AM

Location: DPW FHWA Conference Room

** Joined Online

Y/N	Organization	Name	Email Address	Initials
	DPW	Vicente Arriola	vince.arriola@dpw.guam.gov	
	DPW	Linda Ibanez	linda.ibanez@dpw.guam.gov	
	DPW	Ernie Candoleta	ernest.candoleta@dpw.guam.gov	
Y	DPW	Valarie San Nicolas	valarie.sannicolas@dpw.guam.gov	
	DPW	John Calanayan	john.calanayan@dpw.guam.gov	
	DPW	Benny San Nicolas	benny.sannicolas@dpw.guam.gov	
	GDOE	Dr. Erik Swanson	keswanson@gdoe.net	
	GDOE	Barbara Adamos	bradamos@gdoe.net	
	GDOE-SSHS	Carla Masnayon	cdmasnayon@gdoe.net	
	GDOE-SSHS	Melvin Finona	mmfinona@gdoe.net	
	GDOE-SSHS	Ron Canos		
	GDOE-SSHS	Keith Quiambao	kdquiambao@gdoe.net	
	GDOE-SSHS	Jessica Fejeran	jpfejeran@gdoe.net	
	GEDA	Tina Garcia	cgarcia@investguam.com	
	GEDA	John San Nicolas	jsannicolas@investguam.com	
	GEDA	Celia Anderson	celia.anderson@investguam.com	
	GEDA	Angelene Rios	angelene.rios@investguam.com	
	OAG	Tom Keeler	tkeeler@oagguam.org	
	TRMA	Michael Makio	Mmakio@traguam.com	
	TRMA	Cedric Cruz	ccruz@traguam.com	
	TRMA	Elmer Prudente Jr.	EPrudente@trguam.com	
	SSFM	Ed Hipolito	ehipolito@ssfm.com	
	SSFM	Glenn Leon Guerrero	gguerrero@ssfm.com	
	SSFM	Gerard Bautista	gbautista@ssfm.com	
	SSFM	Joseph Duenas	jduenas@ssfm.com	
	SSFM	Connie Garrido	cgarrido@ssfm.com	
Y	SSFM	Alvin Bejosa	abejosa@ssfm.com	**
	DLM	Joseph Borja	joseph.borja@land.guam.gov	
	DLM	Celine Cruz	celine.cruz@land.guam.gov	
	BBMR	Lester Carlson	lester.carlson@bbmr.guam.gov	
	GEDA	Carlos Borda Jr.		

Febr 4

Construction of New Simon Sanchez High School
Weekly Progress Meeting No. 14
Agenda; February 28, 2025; 10 am

I. **CALL TO ORDER**

II. **ROLL CALL | ATTENDANCE**

III. **UNFINISHED BUSINESS**
- a. Status of GCC FF&E Final Funding Source – GDOE
- b. RFP Development Status- SSFM
- c. Project RFP Development Milestones Schedule – SSFM
  - i. 1st DRAFT of RFP Working Template – End of December (Done)
  - ii. 2nd DRAFT of RFP Working Template - Friday January 24th. (Done)
  - iii. Submit latest DRAFT RFP to Bond Counsel – February 11th.
  - iv. 3rd DRAFT of RFP w/ full TRMA Technical SOW- February – 14th / 17th.
  - v. DPW/ CM Page by Page Review of RFP – February 19th
  - vi. TRMA Presentation of A&E Design/ Construction Scope – Feb 21st
  - vii. 90% DRAFT RFP (Transmit for AG Keeler/ Evaluation Committee) – on or before February 28th (RFP Fee Increase, Liquidated Damages, Performance and Payment Bond)
  - viii. DRAFT Pre-Marketing Press Release – February 28th
  - ix. Evaluation Committee RFP Review – February 28th
  - x. RFP Target Issuance | Advertisement – Prior to March 31, 2025.

* add/include dictionary of language (ie. Govt)

P.A. for

IV. **NEW BUSINESS**
- a. RFP Document Fee Increase
- b. RFP Evaluation Committee Review
- c. Upcoming Meetings
  - i. Weekly SSFM DPW Director Meeting – Wednesday, 9am
  - ii. Weekly SSFM TRMA Meeting – Thursday, 11am
  - iii. Weekly SSHS Progress Meeting – Friday, March 7th

V. OPEN DISCUSSION

VI. ACTION ITEMS

VII. NEXT MEETING – Friday, March 7th

VIII. ADJOURN

next mtg sometime next wk at 9am (~~Tuesday~~)
tentative T##/FRi @ 6eda

REQUEST FOR PROPOSALS

FOR

CONSTRUCTION OF A NEW SIMON SANCHEZ HIGH SCHOOL: FINANCE, DEMOLITION, DESIGN, BUILD, LEASE/ LEASEBACK & INSURE/ CAPITAL MAINTENANCE (FDDBLM)

AS AUTHORIZED BY THE "MA KAHAT ACT OF 2013" AND ALL SUBSEQUENT/ RELATIVE PUBLIC LAWS AS APPROPRIATE

PROJECT No. 730-5-1059-L-YIG

LOURDES A. LEON GUERRERO
Governor of Guam

and

JOSHUA F. TENORIO
Lt. Governor of Guam

PREPARED BY:

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO

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

DRAFT

REQUEST FOR PROPOSALS

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GOVERNMENT OF GUAM

2025

RECOMMEND APPROVAL:

JOHN F. CALANAYAN
Engineer Supervisor
Department of Public Works

Date: _____

APPROVED BY:

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

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

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 (DPW),** invite sealed proposals for the **Construction of a New Simon Sanchez High School – Finance, Demolition, Design, Build, Lease/Leaseback, and Insure/Capital Maintenance (FDDBLM), Project No. 730-5-1059-L-YIG.**

RFP documents will be available starting **Friday, March 28, 2025**, at the **Contract Administration Technical Services Office, Ground Floor, TMC Building, DPW** for a **non-refundable fee of $25.00**. Payment must be made at the **Treasurer of Guam,** located at DPW, and a receipt must be presented to obtain the documents. Upon obtaining the RFP, Offerors must complete and return the **Acknowledgment of Receipt Form (Attachment 7)** to DPW. Failure to submit this form will result in the Proposer's disqualification as being non-responsive.

A **mandatory pre-proposal conference** will be held on **Friday, April 4, 2025, at 11:00 a.m.** in the **DPW FHWA Conference Room (2nd Floor).** An optional **site visit** will follow immediately after the conference to allow Proposers to familiarize themselves with the project site.

Sealed proposals must be submitted to the **Contracts Administration and Technical Services Section, Division of Capital Improvement Projects, Ground Floor, TMC Building, DPW** by **4:00 p.m., Friday, May 23, 2025**. Proposals will not be accepted without proof of payment.

DPW affirms that all minority business enterprises will have full opportunity to submit proposals and will not be discriminated against based on race, color, or national origin in consideration for an award. The Government of Guam reserves the right to reject any or all proposals and waive any irregularities in the best interest of the government.

VINCENT P. ARRIOLA
Director

CONSTRUCTION OF A NEW SIMON SANCHEZ HIGH SCHOOL (FDDBLM)

RFP TIMELINES

Project No. 730-5-1059-L-YIG

Friday, March 28, 2025	**AVAILABILITY OF RFP DOCUMENTS**
Friday, April 4, 2025, 11 AM	**MANDATORY PRE-PROPOSAL CONFERENCE. OPTIONAL SITE VISIT TO FOLLOW**
Friday, April 18, 2025, 4 PM	**LAST DAY TO SUBMIT WRITTEN QUESTIONS AND/OR CLARIFICATIONS**
Wednesday, April 30, 2025, 4 PM	**ANTICIPATED RESPONSE/ REPLIES TO QUESTIONS/ CLARIFICATIONS**
Friday, May 23, 2025, 4PM	**RFP SUBMITTAL DUE DATE (Submit to DPW, TMC Building, CIP Contract Section)**
Wed-Thursday, June 4-5, 2025	**ANTICIPATED INTERVIEW DATE**
Friday, June 20, 2025	**ANTICIPATED SELECTION NOTICE**

DRAFT

CONSTRUCTION OF A NEW SIMON SANCHEZ HIGH SCHOOL: FDDBLM

TABLE OF CONTENTS

Project No. 730-5-1059-L-YIG

Contents	Page
Project Overview, Term and Time of Performance, Scope of Services	4
Communication Regarding this RFP, Proposal Package Requirements, Proposal Submittal, Instructions for Submitting a Proposal	5
Terms of Payment	11
Availability, Amendments, Pre-Proposal Conference, Pre-Proposal Questions, Explanation to Offerors, DPW's Answers	12
Withdrawal of Proposals, Alternative or Multiple Proposals Not Accepted, No Late Proposals, Prohibition Against Employment of Sex Offenders	13
Equal Opportunity, Receipt/ Opening of Proposals, Classification of Proposals as Responsive or Non-Responsive, Determination of Responsibility, Completeness Of Proposals	14
Failure to Comply with Instructions, DPW Rights Reserved, Non-Disclosure of Data, Rejection of Proposal Offer	15
Cancellation of RFP Solicitation, Debarment, Indemnification, RFP Attachments & Legal Requirements	16
Opening of Proposals	17
Evaluation of Proposals and Award of Contract	18
Evaluation Criteria, Evaluation Rating and Selection Table	19
Individual Evaluation Form, Summary Evaluation Form, Term Sheet and Price Proposal	20
Negotiation and Award of Contract, Successful Negotiation of Contract with Qualified Proposer, Failure to Negotiate, Contract with Best Qualified Proposer, Notice of Award, Awarding of Contract, Commencement of Work	21
RFP Attachments	23

Offerors change to "Proposers"

I. PROJECT OVERVIEW

The Governor of Guam, through the Department of Public Works (DPW) and with the assistance of the Guam Economic Development Authority (GEDA), issues this Request for Proposal (RFP) for the financing, demolition, design, build, lease/ leaseback and insure/ capital maintenance ("FDDBLM") of a new Simon Sanchez High School in Yigo.

The Government of Guam (the "Lessee"), acting through DPW, seeks to procure the new facility through a municipal lease/leaseback arrangement in compliance with the ***MA KAHAT ACT OF 2013*** , Public Law 37-22, and all applicable public laws, including but not limited to Public Law 20-27, Chapter 8, Title 1 of the Guam Code Annotated, relating to Arts in Public Buildings and Facilities.

Under this RFP, the Government of Guam is authorized to lease school property to the successful Proposer to facilitate project financing, demolition, design, construction, FF&E services, and insurance and maintenance services. Upon completion, the Government of Guam will lease back the facility for a mutually agreed term necessary to amortize the associated costs. The leaseback period shall not exceed 30 years from the scheduled completion date. It may be structured as an annually renewable lease, with automatic renewal provisions contingent on available pledged or reserved revenue under §58D109 of Chapter 58 of Title 5 Guam Code Annotated. The leaseback shall not be considered "public indebtedness" under 48 U.S.C. § 1432a, §11 of the Organic Act of Guam, or Guam law. Any lease term extensions will be subject to and not exceed the statutory limit under Guam law.

Proposals must comply with all Government of Guam requirements outlined in this RFP and, where silent, Guam Procurement Law, Rules, and Regulations. The RFP details the required scope of services and proposal submission instructions.

Eligible Proposers include developers, contractors, and finance companies legally operating under U.S. state or territorial laws and subject to Guam licensing regulations. Information on licensing is available from the Director of Revenue and Taxation. Special-purpose corporate proposals may also be considered.

The successful Proposer will serve as the primary lessor of the new Simon Sanchez High School and must submit all required proposal documents within the timelines specified in this RFP.

II. TERM AND TIME OF PERFORMANCE

The term of this solicitation is comprised of two sections: 1) Financing and Construction not to exceed seven-hundred and thirty (730) days from the issuance of Notice to Proceed, and 2) The negotiated Lease/Leaseback Capital Maintenance period not to exceed thirty (30) years.

III. SCOPE OF SERVICES

The Proposer shall be responsible for the scope of work, services and responsibilities in this RFP and the requirements outlined in the Financing Scope of Work (Attachment A) and the Design Construction and Insurance Capital Maintenance Scope of Work (Attachment B)

IV. COMMUNICATION REGARDING THE RFP

Any correspondence or communication by a potential Proposer must be made in writing via email addressed to the DPW Director Vincent Arriola via John F. Calanayan, Engineer Supervisor at john.calanayan@dpw.guam.gov or by hand delivery at the Contract Administration Technical Services Office, Ground Floor, TMC Building. All written communications must reference: **CONSTRUCTION OF A NEW SIMON SANCHEZ HIGH SCHOOL: FDDBLM Project No. 730-5-1059-L-YIG** in the subject or reference line.

V. PROPOSAL PACKAGE REQUIREMENTS

Each Proposal Package will consist of the Proposer's Submittal with all the required forms/ addenda, complete with original signatures and notarizations where necessary. The Proposal Package will also consist of a **separate and sealed envelope** marked **"Term Sheet and Price Proposal"** for negotiations.

VI. PROPOSAL SUBMITTAL

The Proposal shall be submitted in a sealed envelope or box that is clearly marked **"CONSTRUCTION OF A NEW SIMON SANCHEZ HIGH SCHOOL (FDDBLM) Project No. 730-5-1059-L-YIG"** and must include one (1) original with all the required forms listed in Section XXXI- RFP ATTACHMENTS AND LEGAL REQUIREMENTS complete with original signatures and notarizations where necessary, six (6) copies, and two (2) electronic copies (CD or USB flash drive) containing the complete technical submittal and one (1) separate and sealed individual Term Sheet and an individual Price Proposal.

VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL

1. Format

Submission must be in 8.5 X 11 inch format with font no less than 12-point font size. Each submittal shall not contain more than forty (40) pages, excluding front and back covers, tabs, certificates of insurance, detailed schedule charts, and required forms. Attachments that are not part of the forty (40) pages should be clearly tabbed and labeled accordingly.

Each RFP Packet shall include a description of the type, technical experience, background, qualifications, and expertise of the Proposer. The description shall show that the firm possesses the demonstrated skills and professional experience to perform the general functions of the Project and fulfill the government's goals and vision for the Project. Submittals shall describe in detail the Proposer's approach to the Project. Creative methodology, and/or technology that the Proposer uses or unique resources that the Proposer can offer to the Project is encouraged.

2. Contents

Respondents shall comply with the following requirements for its RFP Packet:

Section 1: Executive Summary (max. 1 page)-
This should be an overview of the entire RFP Packet with a description of the general approach and/ or methodology they will use to meet the goals and fulfill the general functions set forth in the RFP

Section 2: Table of Contents. Include a clear identification of the written material by section and by page number

Section 3: Cover Letter (max. 1 page)
Each proposal shall include a cover letter signed by a person within the firm who is authorized to make representations on behalf of the firm and to bind the firm. The cover letter shall include the following information:

a) The name, phone number and email address of the Proposer's contact person relative to the proposal.

b) The Proposer's principal place of business and the location of the office proposing/sponsoring the work relative to this proposal.

c) Must also indicate whether operating as an individual proprietorship, partnership, corporation, or joint venture.

d) A brief statement acknowledging the firm's understanding of the scope of work.

e) A positive commitment to perform the services described, with the personnel specified in the submission, **within the budgetary parameters of the "*THE MA KAHAT ACT OF 2013" and any subsequent/ relevant public laws.***

f) An acknowledgement that all addenda were received (list each addendum number and date in the letter).

Section 4- Personnel Experience and Qualifications

a) A brief history of the Proposer. Please include any former names of the Proposer and the number of years the Proposer has participated in development or similar construction projects as a developer and/or general contractor under each name. List any reasons for change of name or corporate structure.

b) Identify the overall project coordinator or manager who will serve as the single point of contact and liaison between DPW's Construction Manager and the Proposer for all work under the contract. Explain why this person has been selected as the overall project coordinator/manager. The manager candidate may be subject to DPW approval.

c) Organizational Charts for Proposer. This shall include two (2) charts: 1. A chart of all corporate entities on the Proposers team, and 2. A chart of all key personnel, with their titles and specific task assignments for the Project.

d) Resumes of personnel involved with the Project shall be included, including their school construction experience. The evaluation will consider the entire team. Therefore, no changes in the Proposer's composition will be allowed without written approval by DPW.

e) Description of Proposer's technical competence and Proposer's ability to draw upon multi-disciplinary staff to address the services required under the RFP.

Section 5- Approach and Capacity of Proposer

Detailed description of the Proposer's plan, methods, and ability for carrying out the Project, including:

Construction and Insurance/Capital Maintenance

a) Provide a statement regarding the Proposer's availability and resources.

b) Location of nearest office and main office, if different.

c) The technical and managerial approach to the Proposer's partnership with the Government of Guam (DPW, GEDA, GDOE).

d) How the Proposer plans to ensure the project remains within the budgetary ceilings and budgetary parameters set by Guam law for Simon Sanchez High School, including strategies for cost control and efficient resource allocation.

e) How the Proposer plans to perform the required services with its resources and current workload; and how the Proposer plans to incorporate skilled and trained workforce into the Project.

f) How the Proposer plans to rapidly mobilize and execute an accelerated financing, demolition, design, and construction schedule to meet the project's expedited construction timeline. Describe any concurrent strategies that will streamline mobilization, expedite demolition and accelerate project completion.

g) How the Proposer plans to incorporate design and construction innovations that enhance the expedited construction schedule and cost efficiency, ensuring the Government of Guam achieves the highest economic value throughout the design, construction, and insurance/capital maintenance period. Describe any innovative design approaches or technologies that will help reduce operational costs for GDOE and the Government of Guam during the insurance and capital maintenance phase.

h) How the Proposer will incorporate **Attachment B** and the government's design references into the design and construction process **to ensure key stakeholder feedback is effectively integrated into the final build.**

i) How the Proposer plans to incorporate local subcontracting teams into the Project, if applicable.

j) How the Proposer plans to incorporate construction means and methods and quality control into the Project.

k) Detailed discussion on costs related to fees, general conditions, insurance, supervision, and management of all portions of the scope of work.

l) Provide a statement of financial resources, bonding capacity and insurance coverage.

m) Certificates of Insurance identifying the firm's current insurance coverages.

n) Copy of Contractors License

o) Provide name and license of Proposer's Architectural/Engineering Design Team

p) Provide all required attachments listed in this RFP in an appendix not counted toward the forty (40) pages.

Financing

The Proposer shall work with the Guam Economic Development Authority (GEDA) to finance the construction of the new Simon Sanchez High School. Include the following information related to financing:

q) Proposer's proposed structure in detail, as well as provisions for extension of maturity, or roll-over, or any other hypothetical scenario.

r) Provide a sealed Term Sheet or similar format outlining the terms and conditions of the proposed lease/leaseback agreement.

s) Discuss the estimated timeline for the issuance of this lease/leaseback and describe your firm's ability to conduct this transaction in a timely matter. Please feel free to outline certain variables such as a credit committee, and their effects, if any, on the terms and conditions of the financing.

t) Please include your firm's three (3) years latest audited financials.

u) Please describe any other terms and conditions required by your firm, regarding this financing.

v) Indicate the principal personnel that would be available to GEDA and the government and describe their experience and responsibilities for this financing.

w) Ability of Proposer to offer suggestions on various arrangements for service and

maintenance contracts in support of the upkeep and service of the leased facility. Please provide detail on suggested payment arrangements.

x) Ability of Proposer to allow the purchase of the leased school facility by Lessee at any time during the lease period. Please provide details on the pre-payment arrangement scenario.

Section 6- Experience on Similar Projects

Description of the Proposer's experience with respect to the area of building public schools or similar construction in size, price, and scope. Specially, please provide a list of completed or ongoing projects the Proposer has been involved with where the total project contracts are similar in size, price and scope. Within that list:

a) Identify the method (e.g., leaseback, bid-build, etc.) by which each project was constructed. For leaseback projects, include the total cost of each project and the breakdown of the total cost by preconstruction services and construction services. Provide any examples of its experience in a municipal leaseback project.

b) Include a discussion of the Proposer's experience with projects performed adjacent to an occupied building and/or campus.

c) Identify whether the project is completed or ongoing.

d) Identify if any of the projects had phased completion.

e) For the projects listed above, be sure to include the following information:

i. Project name and Description.

ii. Firm's role.

iii. Award and completion dates.

iv. Project initial contract price and final contract price.

v. Construction cost.

vi. Staffing, including Proposer's team members, subcontractors and consultants.

vii. Relationships with Owner/ Client during the project.

viii. References- Provide a contact name, telephone number and email address for the Owner.

ix. Discussion of claims, demands, and or litigation arising from the project and involving the Proposer, and the resolution of the same.

x. List projects that the Proposer has successfully completed that had some or all of the following obstacles, including the creative solutions from the Proposer on how these obstacles were overcome: 1. A very aggressive schedule, 2. Significant budgetary Restrictions, 3. Be prepared to expand on what you did to accommodate the complexity of the project; and the needs of the clients, minimizing inconvenience; and maximizing safety.

Section 7- Performance Issues

Provide a claims statement for all resolved or ongoing claims. Submit a statement indicating any and all suits or claims in which the Proposer or its personnel instigated a claim and/or litigation regarding construction projects within the past five (5) years and indicating any and all claims in which claims and/or litigation have been pursued against the Proposer or its personnel. For each listed claim and/ or litigation state the issues in the claim and/or litigation, the status of the claim/ litigation, the names of the parties involved, and the outcome, if any.

Proposer's claims statements MUST include resolved and ongoing claims. Proposer's claims statement MUST include claims history of Proposer and its personnel, as well as Associated Firms. "Associated Firms" are businesses, corporations, companies, partnerships, or other entities associated with the Proposer and/or its personnel (e.g., firm name changes, association as prior owner, general partner, limited partner, or other officer).

Proposer must hold a Contractors License, which is current, valid and in good standing with the Guam Contractor's Licensing Board. Include a copy of your Contractor license and statement on whether license has been revoked or suspended in the last five (5) years.

If any of the following have occurred, please describe in detail the circumstances of each occurrence.

a) Failure to enter into contract or professional services agreement once selected.

b) Withdrawal of a proposal or bid because of an error.

c) Termination or failure to complete a contract.

d) Debarment by any municipal, county, territory, state, federal or local agency.

e) Involvement in litigation, arbitration, or mediation, whether concluded or ongoing.

f) Conviction of the Proposer or its principals in violating any territory, state, or federal antitrust laws by bid or proposal rigging, collusion, or restrictive competition between bidders or proposers, or conviction of any local, state or federal law related to bidding or performance of services.

g) Knowing concealment of a deficiency in the performance of a prior contract.

h) Falsification of information or submission of deceptive or fraudulent statements in connection with a contract.

i) Willful disregard for applicable rules, laws, or regulations.

j) Failure to disclose information regarding any of the above may be deemed to indicate an unsatisfactory record of performance. Information regarding any of the above may be considered in determining the suitability of Proposer to perform the needed services. Accordingly, Proposer may describe mitigating factors as a part of description of any of the above.

VIII. TERMS OF PAYMENT

a) The Government of Guam shall pay the Proposer on an annual basis for all lease payments due in accordance with the terms of the contract, consistent with the "MA KAHAT ACT OF 2013" AND ANY SUBSEQUENT/RELEVANT PUBLIC LAWS.

b) All payments shall be made in accordance with, subject to, applicable provisions of §22505 of Chapter 22 of Title 5 of the Guam Code Annotated.

c) The Developer, Contractor or Finance Company shall submit one (1) annual invoice, in original form, for lease payments due. The Government of Guam shall have thirty (30) calendar days after receipt of the invoice to make payment.

d) Non-Appropriation Clause: In event that sufficient funds (a) are not appropriated by the *I Liheslaturan Guahan* prior to the beginning of any Renewal Term for the payment of the Base Rentals on the Base Rental Payment Dates and reasonably estimated Additional Rentals payable during such Renewal Term, or (b) are otherwise not legally available for such purpose, then an Event of Non-appropriation shall be deemed to have occurred. If an Event of Non-appropriation occurs, *I Liheslaturan Guahan* shall not be obligated to make payments of the Base Rentals and Additional Rentals provided for herein beyond the last day of the Renewal Term during which such Event of non-appropriation occurs, except for the Government of Guam's obligation to pay Rentals which are payable prior to the termination of the Lease.

e) If the Government fails to perform as lessee under the leaseback period or decides not to appropriate leaseback payments GDOE shall vacate the facility and the lessor may take possession of the Simon Sanchez High School, investors and/or the trustee will typically be permitted to operate the financed facility for a period of time specified in the ground lease. However, once the term of the ground lease expires, the Government of Guam is entitled to repossession of the site together with all improvements on the site, free and clear of any interest to the investors or a trustee on their behalf.

f) To expedite the construction schedule, the Government of Guam may issue 1) A separate Notice to Proceed for the Demolition and Clearing, covered by local funds along with 2) the Notice of Award. The contractor must submit a separate invoice for the Demolition and Clearing, which will be paid 30 days after receipt of invoice.

IX. AVAILABILITY

This Request for Proposals ("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., beginning March 28, 2025. Upon obtaining this RFP, prospective Proposers must sign in in the Offerors Register in order to receive any addenda or other notices related to this RFP. Failure by prospective Proposers to sign and register may result in the prospective Proposer not receiving notices or addenda from DPW regarding this RFP.

X. 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 Proposers who have signed in the Offerors Register Form.

XI. 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. A Proposer who does not attend the pre-proposal conference will not be considered and disqualified.

XII. 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 via John Calanayan john.calanayan@dpw.guam.gov 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 shall not be considered.

XIII. 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 shall be communicated in writing to the named contact individual at DPW. Questions about any part of this RFP shall be communicated in writing to the Department of Public Works for interpretation before the deadline. Proposers 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.

XIV. 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 Register of Proposals Form. **All addenda shall form a part of the RFP documents and must be acknowledged upon receipt. Failure to acknowledge receipt of each addendum may be grounds for disqualification.**

XV. WITHDRAWAL OF PROPOSALS

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

XVI. ALTERNATE OR MULTIPLE PROPOSALS NOT ACCEPTED

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

XVII. NO LATE PROPOSALS

Proposals must be received at the DPW TMC Building, CIP Contract Section by the Proposal Due Date set forth in the RFP Timelines. **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 DPW TMC Building, CIP Contract Section receptionist's desk by the designated time.

XVIII. 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.

XIX. 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.

XX. RECEIPT/OPENING OF PROPOSALS

Proposals and modifications will 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 will be prepared. Proposals and modifications will be shown only to government personnel having a legitimate interest in them. The Register of Proposals will be opened to public inspection only after award.

XXI. CLASSIFICATION OF PROPOSALS AS RESPONSIVE OR NON-RESPONSIVE

All proposals will initially be classified as either "responsive" or "non-responsive" (*see RFP Attachment 8*). 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.

XXII. DETERMINATION OF RESPONSIBILITY

The procurement officer will determine whether a Proposer 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 a Proposer is found non-responsible, the determination must be in writing, made a part of the procurement file and mailed to the affected Proposer.

XXIII. 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 Proposers outside the

formal response or subsequent discussion/negotiation will not be considered, will have no bearing on any award, and may result in the Proposer being disqualified from further consideration.

XXIV. FAILURE TO COMPLY WITH INSTRUCTIONS

Proposers 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.

XXV. 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:

a) Cancel or terminate this RFP as provided in the Guam Procurement Regulations;

b) 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;

c) Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal;

d) Waive any minor informalities in proposals received, or have them corrected by the Proposer in accordance with applicable regulations;

e) Not award if it is in the best interest of DPW or the government of Guam not to proceed with contract execution; or

f) If awarded, terminate any contract if DPW determines adequate funds are not available.

XXVI. 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 Proposer 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 Proposer in writing what portion of the proposal will be disclosed and that, unless the Proposer withdraws the proposal or protests under 5 G.C.A. Chapter 5 Article 9 the proposal will be so disclosed.

XXVII. 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).

XXVIII. CANCELLATION OF RFP SOLICITATION

Prior to the date deadline set for proposals, this solicitation may be canceled 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).

XXIX. DEBARMENT

The Proposer 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 a Proposer cannot certify this statement, attach a written explanation for review by the DPW.

XXX. INDEMNIFICATION

Indemnify the government of Guam, DPW, GDOE, GEDA and their Consultants from any liability arising from the implementation of the Proposer's proposal.

XXXI. RFP ATTACHMENTS & LEGAL REQUIREMENTS

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

(1) **Financing Scope of Work** (*reference RFP ATTACHMENT A*).

(2) **Design| Construction & Insurance| Capital Maintenance Scope of Work** *(reference RFP ATTACHMENT B and USB Drive).*

(3) **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 that 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 Proposer 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.*

(4) **Affidavit of Non-Collusion** per 2 GAR Division 4 § 3126(b) *(reference RFP ATTACHMENT 2).* By submitting an offer, the Proposer certifies that the price submitted was independently arrived at without collusion. *See RFP Legal Form: Affidavit re Non-Collusion; AG Procurement Form 003.*

(5) **Affidavit Re No Gratuities or Kickbacks** per 2 GAR Division 4 § 11107(e) *(reference RFP 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.*

(6) **Affidavit Re Contingent Fees** per 2 GAR § 11108 *(reference: RFP 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.*

(7) **Affidavit Re Ethical Standards** per 2 GAR § 11103 *(reference: RFP 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.*

(8) DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION *(reference: RFP ATTACHMENT 6).*

(9) ACKNOWLEDGEMENT OF RECEIPT FORM *(reference: RFP ATTACHMENT 7).*

(10) DPW CHECKLIST OF RESPOSIVENESS *(reference: RFP ATTACHMENT 8).*

(11) PRICE PROPOSAL FORM *(reference: RFP ATTACHMENT 9).*

XXXII. 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.

XXXIII. EVALUATION OF PROPOSALS AND AWARD OF CONTRACT

Proposals will be evaluated and ranked by the criteria provided in this RFP by a committee established by "***The Ma Kahat Act of 2013***" **and any subsequent/relevant Public Laws**. The Evaluation Committee includes:

1. GDOE Superintendent as the Chairperson
2. DPW Director or Deputy Director
3. DPW Building Permits Administrator
4. Director of Land Management or Guam Chief Planner
5. Administrator of Guam Economic Development Authority or Deputy Administrator
6. Principal of Simon Sanchez High School or his/her designee

Evaluation Process

1. Due to the complexity and diversity of the scope of services required in this RFP (finance, demolition, design, build, lease/ leaseback, insurance and capital maintenance), DPW intends to convene the Evaluation Committee with subject matter experts (SMEs), to provide technical clarifications in specific areas. SMEs will not participate in scoring but may provide input to assist the committee in its evaluation.

2. Each member of the Evaluation Committee will evaluate each proposal based on the *qualifications* outlined in Section XXXIV. Evaluation, Rating and Selection Table. The sealed Term Sheet and Price Proposal will *not* be used as the basis of the evaluation.

3. Each member of the Evaluation Committee will evaluate each proposal and rank each proposal based on the assigned points for each criterion (i.e., the Proposer with the greatest total points will be ranked the highest and the Proposer with the least number of points will be ranked the lowest).

4. Interviews will be conducted with the Proposers by the Evaluation Committee. After the interviews, each member of the Evaluation Committee will submit their Individual Evaluation Forms, which will be used as the basis of selection. The Evaluation Committee will conduct interviews with a minimum of the top three (3) qualified Proposers and will notify the Proposers with a date and time. The Proposer must appear in person. Each Proposer will have thirty (30) minutes to make a presentation and thirty (30) minutes to answer questions. Proposers will be notified of the location of the interviews at a future date.

5. Tie Breaker Procedure: If two (2) or more Proposers ranks are determined to be equal, the Chairperson will evaluate the proposals to break the tie.

6. The Evaluation Committee will prepare a report determining the best qualified Proposer with ranking order of preference and submit it to the DPW Director and recommend the number one ranked Proposer for the first opportunity to negotiate a contract.

7. The DPW Director will review the report from the Evaluation Committee and will approve or disapprove the recommendation as deemed to be the best qualified to provide the required services and that is in the best interest of the Government. Failure to comply with any mandatory requirements may disqualify a proposal.

8. The Government will enter negotiations with the best qualified Proposer, at which time their sealed individual Term Sheet and individual Price Proposal will be opened for negotiation.

XXXIV. EVALUATION CRITERIA

The evaluation will follow the criteria outlined in the Evaluation, Rating and Selection Table outlined in the section that follows. Proposers 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 Proposers.

XXXV. EVALUATION, RATING AND SELECTION TABLE

In the evaluation, rating and selection of proposals, the evaluation factors and their relative importance follow. All proposals submitted will be evaluated by the Evaluation Committee and will be rated using the criteria provided in this RFP including the following:

EVALUATION CRITERIA	MAX SCORE	SCORE
Proposal Plan Overall proposal approach. A plan giving as much detail as practical on how the services will be performed. *(Refer to VI. INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2 Contents, Section 5 Approach and Capacity of Proposer)*	**15**	
Personnel Experience and Qualifications Specialized experience and qualifications of personnel to perform the required services. *(Refer to VI. INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2. Contents, Section 4, Personnel Experience and Qualifications)*	**25**	
Capacity of Proposer The Proposer's ability to perform the required services with its current resources and workload to meet the expected project outcome. *(Refer to VI. INSTRUCTIONS FOR SUBMITTING A*	**25**	

PROPOSAL; 2. Contents, Section 5 Approach and Capacity of Proposer).		
Proposer's Experience on Similar Projects The Proposer's specialized and extensive experience in projects similar in scope and nature in managing a project of this magnitude and is familiar with the tropical environment and unique logistical challenges. (Refer to VI. *INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2. Contents, Section 6 Experience on Similar Projects).*	**25**	
Performance Issues Proposer's performance issues related to any past or present contracts and/or ongoing procurement (Refer to VI. *INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2. Contents, Section 7 Performance Issues).*	**10**	
TOTAL POINTS	**100**	

XXXVI. INDIVIDUAL EVALUATION FORM

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

XXXVII. SUMMARY EVALUATION FORM

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

XXXVI. TERM SHEET AND PRICE PROPOSAL SUBMITTAL

The Term Sheet and Price Proposal will be unsealed from the Highest Ranked Proposer prior to Negotiations and must be within the budgetary ceiling outlined within the "MA KAHAT ACT OF 2013" AND ANY SUBSEQUENT Public Laws as relevant.

XXXVII. NEGOTIATION AND AWARD OF CONTRACT

DPW, GEDA, and GDOE will negotiate a final contract with the best-qualified Proposer for the required services to ensure that the final contract meets the government's project objectives, financial interest and is consistent with the budgetary parameters outlined in Guam public law.

Contract negotiations will be directed toward:

1. Ensuring that the Proposer has a clear understanding of the scope of work, specifically, the essential requirements involved in providing the required services;

2. Agreeing upon final terms and compensation, which are fair and reasonable, taking into account the estimated cost of the project, the project schedule, funding parameters defined by law, the required services and the scope, complexity, and nature of such services.

XXXVIII. SUCCESSFUL NEGOTIATION OF CONTRACT WITH QUALIFIED PROPOSER

If compensation, contract requirements, and contract documents can be agreed upon with the best-qualified Proposer, the contract will be awarded to the Proposer.

XXXIX. FAILURE TO NEGOTIATE CONTRACT WITH BEST QUALIFIED PROPOSER

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 Proposer of the termination of negotiations which shall be confirmed by written notice. Upon failure to negotiate a contract with the best-qualified Proposer, the Department of Public Works will enter 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.

XL. NOTICE OF AWARD

The Department of Public Works will notify all Proposers 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.

XLI. AWARDING OF CONTRACT

The Department of Public Works will negotiate a contract with the best qualified Proposer for the required services. If compensation, contract requirements and contract documents can be agreed upon with the Proposer, a contract will be awarded to this Proposer.

XLII. COMMENCEMENT OF WORK

DPW will issue a Notice to Proceed (NTP) for services for the project upon approval of Contract Agreement. A separate NTP for demolition and clearing may be issued earlier to expedite the construction schedule.

(end)

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FINANCING SCOPE OF WORK

ATTACHMENT A

DRAFT

FINANCING SCOPE OF WORK

As the Guam Economic Development Authority ("GEDA") serves as the central financial manager and consultant for the Government of Guam ("Government") and those agencies or instrumentalities of the Government requiring financial guidance and assistance, GEDA is required to participate in any and all market related activities. The Proposer shall work with the Government and GEDA during the finance phase of this procurement to provide funds for the design (including architectural and engineering), demolition, construction of Simon Sanchez High School and to provide furniture and equipment. Any fees or expenses incurred by the Government or GEDA during this phase shall be covered by the financing.

The Proposer must also be able to provide capital maintenance and insurance for the school as a result of this RFP for the duration of the lease agreement. Funding shall be by annual legislative appropriation.

To minimize the cost to the Government of Guam, financing utilized by the successful proposer to fund the design, demolition, construction and FF&E services for the new Simon Sanchez High School ***shall*** be through tax-exempt obligations, or other financial instruments issued in conjunction with the Guam Economic Development Authority (GEDA). The successful Proposer and GEDA 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 purpose for this Section is to assure the Government of Guam pays the lowest possible interest rate so that the cost to the Government of Guam in financing the design, demolition, construction and FF&E services of the new Simon Sanchez High School, amortized through the lease/lease-back payments from the Government of Guam to the successful Proposer, will be lower than regular commercial rates.

Proposer must be able to provide capital maintenance for the new Simon Sanchez High School and must also provide typhoon, fire, earthquake and vandalism insurance as negotiated. Proposer must obtain all required property, liability and workmen's compensation insurance. The successful proposer shall provide a ***separate*** **cost** for the annual Insurance, Maintenance and Capital Maintenance of the new Simon Sanchez High School.

FINANCIAL DESCRIPTION

Leaseback agreement.

The Government of Guam, through the Guam Department of Education, as Lessor, shall enter into a leaseback agreement which the Government of Guam shall lease the Simon Sanchez High School property for a period of no more than thirty (30) years from the scheduled date of completion of the school at a cost of one dollar ($1) per year and Lessee shall lease back said property to the Government of Guam at the lease payment offered and accepted through this RFP for use as an educational facility.

The financing has been authorized by Chapter 58D of Title 5, Guam Code Annotated, known as the "*Ma Kåhat* Act of 2013" specifically for the financing, construction, demolition of the existing facility, provision of FF&E services and insurance and maintenance.

Pursuant to 5 GCA §58D103(b), at the expiration of the lease-back period, the government of Guam property and the education facility that is renovated or constructed on the government of Guam property will revert to the government of Guam with no further obligations to the Proposer.

Key Lease Terms.

The Government of Guam through the Guam Department of Education shall pay the Lessor, on an annual basis for all lease payments due in accordance with the terms of the contract, which may include any payments to GEDA or the Proposer due under the contract, and in accordance with applicable laws. Such portions of lease payments or forms of payments owed to the Proposer under the contract may be assigned by the Lessor.

All payments shall be made in accordance with Chapter 58D of Title 5 of the Guam Code Annotated. The Proposer (Lessor) shall submit one (1) annual invoice in **original** form, for lease payments due as well as for base rentals to cover the cost of annual insurance and maintenance costs.

Non-Appropriation Clause: In event that sufficient funds (a) are not appropriated by the Government prior to the beginning of any Renewal Term for the payment of the Base Rentals on the Base Rental Payment Dates and reasonably estimated Additional Rental Payment Dates and reasonably estimated Additional Rentals payable during such Renewal Term, or (b) are otherwise not legally available for such purpose, then an Event of Non-Appropriation shall be deemed to have occurred.

If an Event of Non-Appropriation has occurred, the Government shall not be obligated to make payment of the Base Rentals or Additional Rentals provided for in the lease beyond the last day of the Renewal Term during which such Event of Non-Appropriation occurs.

If the Government fails to perform as Lessee under the lease or fails to appropriate lease payments, 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. However, once the term of the ground lease expires, the Government is entitled to repossession of the site together with all improvements on the site free and clear of any interest.

If the Government loses the use of the leased facility under certain circumstances, lease payments will be made only during the times GDOE has full use of the leased facility. This could result in partial lease payments for the entire contract period.

FINANCE

Pursuant to 5 GCA §58D108, to minimize the cost to the government of Guam, financing utilized by the Proposer to fund the construction of and FF&E services for the new Simon Sanchez High

School financing 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 Proposer 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*.

Supplemental Information

i.) The terms and conditions of the bonds shall be as determined by *I Maga'hagan Guahan* by the execution of a certificate or indenture authorizing the issuance of the bonds; provided, however, that the bonds are expected to mature not later than thirty (30) years after their date of issuance, shall bear interest at such rates and be sold for such price or prices as shall result in a yield to the bondholders that does not exceed eight and one-half percent (8.50%) per annum;

ii.) Any such pledge or reservation authorized under the indenture or similar instrument shall be valid and binding from the time the pledge or reservation is made; and

iii.) The bonds will not be "public indebtedness" as that term is defined in 48 USC §1423(a), §11 of the Organic Act of Guam.

iv.) Rental Payments from Lawfully Available Moneys. Rental payments under the lease and the lease-back, as well as funding required to support the activities set forth in Title 5 GCA Chapter 58D, may be reserved and payable from any lawfully available moneys of the government of Guam, and may be secured by a pledge or other reservation of such moneys on an annual basis.

TERMS OF PAYMENT

(see RFP section VII. TERMS OF PAYMENT)

PLEDGED GENERAL FUND REVENUES

Rental payments under the lease and the lease-back may be secured by a pledge or other reservation of revenues payable from any lawfully available monies of the Government of Guam and may be secured by a pledge or other reservation of such monies on an annual basis.

(end)

DESIGN | CONSTRUCTION
AND
INSURANCE/ CAPITAL MAINTENANCE
SCOPE OF WORK

ATTACHMENT B

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TABLE OF CONTENTS

Part A	Project Timeframe	p.4
Part B	General Design Requirements	p.4
Part C	General Construction Requirements	p.5
Part D	Project Scope	p.5
Part E	School Population	p.6
Part F	Design Requirements 1. Biological Conservation Measures 2. Demolition 3. Bus Stop 4. Traffic Circulation & Parking 5. Community Walking Path 6. Credit Recovery Building 7. Auditorium & Gymnasium 8. Drill Pad 9. Courtyard Space and Main Entrance 10. Sports Facilities 11. General Requirement for Building Design 12. Corridors 13. Artwork 14. Room Requirements 15. Room Adjacencies 16. Campus Wing Configuration 17. Room Areas and Dimensions 18. Building Systems Requirements	p.6
Part G	Design Development Requirements for Final Construction Documents	p.11
Part H	Site Development Requirements 1. Civil 2. Landscaping 3. Mechanical and Fire Protection 4. Electrical Power and Lighting 5. Telecommunications	p.11

Part I	Building Shell and Systems Requirements 1. Architectural 2. Structural 3. Mechanical & Fire Protection 4. Electrical 5. Telecommunications	p.11
Part J	Commissioning Requirements	p.16
Part K	Insurance & Capital Maintenance and Custodial Plan Requirements	p.16

(Attachments B-1 through B-18 are made available in electronic format by DPW):

Attachment B-1: Topographic Survey
Attachment B-2: Biological Assessment
Attachment B-3: Archaeology Report
Attachment B-4: Geotechnical Report
Attachment B-5: Programming Document Drawing Index Scope
Attachment B-6: Hazardous Material Demolition
Attachment B-7: Programming Document Drawings
Attachment B-8: Programming Document Specifications
Attachment B-9: AV Systems
Attachment B-10: Theater Systems
Attachment B-11: Room Requirements
Attachment B-12: FF&E
Attachment B-13: Acoustical Design Criteria
Attachment B-14: SSHS Finishes Document
Attachment B-15: Civil, Structural, Mechanical, Fire Protection, Electrical, and Telecom Narratives
Attachment B-16: CAHA Requirements
Attachment B-17: DPW Construction Management (CM) Requirements

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A. Project Timeframe: 730 days for construction and full occupancy.

B. General Design Requirements

1. Provide the Final A/E Construction Documents for the project and all permits / clearances for construction and occupancy.

   The design documents prepared by TRMA and its consultants are not final construction documents. These serve solely as a preliminary basis for the developer, the developer's contractor, and A/E Designers of Record who are responsible for preparing the final construction documents for building regulations compliance, final programming requirements, financing, constructability, maintenance, and final price determination.

2. The Developer is responsible for procurement and installation of Furniture, Fixtures, and Equipment (FF&E).

3. Facilitate GDOE Review of the Developer's A/E Final Construction Documents at 60% Design Development and Final Design stages. These include GDOE Commissioning Design Review.

4. Disregard references to alternate bid items in the programming documents. The total cost must be for the financing, construction, and maintenance of the entire project scope and itemized as required in Part D.

5. Provide biological conservation measures prior to use of the site for clearing & grading or demolition. Refer to Part F1.

6. Provide geotechnical investigation work required for the Final Construction Documents.

7. Expedite demolition, clearing & grading, geotechnical, and building permit applications. Design work for the Final Construction Documents may be structured to allow for demolition, geotechnical work, clearing, and grading permit applications prior to Final Construction Document completion.

8. Expedite design work needed for construction procurement of long-lead materials, building systems, and FF&E.

C. General Construction Requirements

1. Ensure that all construction phase requirements are met.

2. Provide all required insurance.

3. Coordinate with GDOE, SSHS, and FBLG:
   - Provide FBLG with all emergency contact information for the contractor and developer's project/construction manager.
   - Provide 1-week notice prior to commencement of work activities within 100-ft of FBLG school grounds.
   - Provide 3-weeks notice prior to any utility work that will affect FBLG school.

4. Provide and Maintain Biological Conservation Measures. Refer to Part F1.

5. Obtain Demolition, Clearing & Grading, and Building Permits

6. Expedite procurement of long-lead materials, building systems, and FF&E.

7. Provide Temporary Utilities

8. Provide Engineering Special Inspections

9. Obtain Occupancy Permit

10. Comply with GDOE Commissioning Requirements

11. Provide and Install FF&E

12. Facilitate Sanitary Permit Application and Inspections with GDOE

13. Refer to Attachment B-18 DPW Construction Management (CM) Requirements

D. Project Scope

1. The project scope consists of:
   a. General Requirements for Design and Construction
   b. Financing
   c. Insurance, Capital Maintenance and Custodial Plan
   d. Site Development & Sports Facilities

e. Administration Building, Main Entrance, Covered Walkways, and Courtyard
f. A-wing Classroom Building
g. Gymnasium Building
h. B-wing Classroom Building
i. Cafeteria
j. JROTC Classroom Building and Multipurpose Space
k. C-wing Classroom Building
l. Auditorium including FF&E, Audio Visual, and Theater Specialty systems.
m. Photovoltaic System
n. Rainwater Catchment System
o. Landscaping Plants, Irrigation, and Site Furnishing
p. Credit Recovery Building

Price determination must be based on the entire project scope per the Programming Document Design and the required design development work for the Final Construction Documents. Complete the Price Proposal Form (Attachment 9) and submit it with the sealed term sheet.

E. School Population

1. 2,000 students
2. Teachers and staff, 150 total
3. Buses, 22 total
4. Student & Guest Parking, 204 total
5. The programming document design is based on a 1,700-student population. The Final Construction Documents must comply with all requirements for a 2,000-student population except:
    a. No additional classroom spaces are required.
    b. No additional cafeteria seating is required.
    c. No additional gymnasium bleacher seating is required.
    d. No additional space is required for the library.
    e. No additional office space is required.
    f. No additional sports field spectator seating is required.
    g. No additional storage space is required.
    h. No additional courtyard seating is required.
    i. No additional employee and student parking is required.

F. Design Requirements:

1. Biological Conservation Measures

a. Provide Biological conservation measures prior to any work onsite.
b. Conduct an environmental survey to confirm the current site condition relative to the presence of any endangered species. Identify any changes to the information noted in Attachment B-2 Biological Assessment Report. Include a biological census to document the actual number of endangered species present on the site as required for a US Fish and Wildlife Services (USFWS) Incidental Take Permit Application.
c. Execute a USFWS Incidental Take Permit Application for the translocation of endangered species found onsite to the new habitat designated in the programming document design.
d. Obtain USFWS and Department of Agriculture approval prior to translocation of endangered species.
e. Establish the new habitat prior to translocation of endangered species.
f. Complete the Incidental Take Permit Application and Translocation of the identified snail colony prior to construction of the shared multipurpose sports field.
g. Provide periodic biological monitoring during and after construction as required by the Guam Department of Agriculture and USFWS.

2. Demolition
    a. Demolish the existing SSHS campus facilities excluding the Cafeteria and protect items required to be salvaged and relocated.
    b. Comply with all requirements for Hazardous Material demolition work noted in the programming document.
    c. Salvage the existing Simon Sanchez statue and relocate to the main entrance of the new campus. Coordinate salvage with time capsule opening by SSHS and GDOE.
    d. Salvage items and relocate as identified in the programming document design.

3. Bus Stop
    a. Protect the existing bus stop along Juan Jacinto Drive for uninterrupted use until the new bus stop is constructed and cleared for use by the government.
    b. Provide the new bus stop adjacent to the primary car entrance and guard house prior to demolition of the existing bus stop.

4. Traffic Circulation and Parking
    a. Locate the bus entrance/exit for the campus at the southeastern corner of the site along Juan Jacinto Drive.

b. Locate car entry/exits on the east side of the site along Juan Jacinto Drive to mitigate traffic issues along the north side of the site. Provide a guard house at the primary car entrance gate.
c. Provide a continuous emergency vehicle access road along the perimeter of the campus buildings.
d. Provide parking adjacent to the campus facilities and the sports facilities.

5. Community Walking Path
    a. Provide a community walking path along the east side of the campus. The fence along the community walking path must incorporate local artist murals/artwork.

6. Credit Recovery Building
    a. Provide the Credit Recovery building as a separate facility from the rest of the SSHS campus with separate parking and after-hours vehicular access.

7. Auditorium and Gymnasium
    a. Locate the Auditorium and Gymnasium adjacent to parking areas to accommodate after school hours use of these facilities.

8. Drill Pad
    a. Provide a concrete drill pad at the exterior grounds in general proximity to the JROTC program location.

9. Courtyard Space and Main Entrance
    a. Place campus buildings around a secured central courtyard excluding the credit recovery building. The primary entry for the campus buildings must be through the courtyard space.
    b. Provide a covered Main Entrance that functions as the primary controlled entry point together with the school office. Provide electronic access-controlled egress gates from the courtyard. Provide lockable decorative aluminum main entrance gates.
    c. Relocate the existing Simon Sanchez statue to the Main Entrance with a new 3-ft high concrete pedestal with a dedication plaque commemorating Simon Sanchez's historic significance.
    d. Provide four flag poles adjacent to the Main Entrance.
    e. Provide monument signage adjacent to the Main Entrance.
    f. Provide a covered walkway from the car rider drop-off area to the main office entrance.

g. Provide a bus canopy (pedestrian covered walkway) from the bus drop-off area to the main courtyard. A secondary entrance into the courtyard may be used for the bus canopy.
h. Provide covered walkways within the courtyard connecting the separate school building entrances and include covered student benches with adequate rain protection.
i. Provide convenience walkways through the courtyard space and uncovered seating.
j. Provide electronic access-controlled egress gates from the courtyard to the fire lanes / exit discharge areas.
k. Secure the courtyard from other campus facilities that are used after school hours such as the Gymnasium and Auditorium.
l. Provide access to 1st floor restrooms from the covered building entrances / walkways at the courtyard.
m. Provide a stage for assembly events in the courtyard.
n. Do not place student lockers along the courtyard.
o. Provide student planting areas.
p. Provide trellis-covered outdoor learning areas.
q. Provide convenience outlets throughout the courtyard covered seating areas.
r. Provide maintenance hose bibs throughout courtyard space.
s. Civil Design requirements…
t. Landscaping requirements…
u. Electrical requirements…
v. Telecom requirements…

10. Sports Facilities
    a. Provide a combined football/soccer field with a perimeter 8-lane running track, press box, restrooms, storage, and fixed spectator seating.
    b. Provide an outdoor scoreboard that can be viewed from the press box and spectator seating.
    c. Provide track and field provisions for long jump, triple jump, shot put, discus, and javelin throw.
    d. Provide alternating lane colors for the running track.
    e. Provide a 4-ft fence with access gates along the track perimeter to protect the track from excessive pedestrian traffic.
    f. Provide a separate practice field near the football/soccer field.
    g. Provide 4 tennis courts with spectator seating.
    h. Provide a multipurpose baseball/softball/soccer field that will be shared by SSHS and FBLG schools.
    i. Provide fixed spectator seating, backstops, and dugouts for the multipurpose baseball and softball fields.

j. Provide portable bleachers for the multipurpose soccer field.
k. Provide field lighting.

11. General Requirements for Building Design
    a. Do not exceed a second-floor level.
    b. Provide Access-controlled entry with egress override at exterior building doors.
    c. Provide ADA door operator controls at primary building entrances.
    d. Provide a minimum of 2 passenger elevators and 1 service elevator for 2nd floor access.
    e. Provide Security Surveillance and Alarm systems.
    f. Provide seismic separation as established in the programming document design.
    g. Provide roof access and fall protection.
    h. Provide gravel maintenance strips at perimeter of buildings.
    i. Comply with Guam Zoning Code; International Building Code 2009; Guam Tropical Energy Code; ADA/ANSI A117.1-2003; Department of Public Health and Social Services requirements for school facilities; National Federation of High Schools standards for sports facilities.
    j. Refer to Part I and J requirements.

12. Corridors
    a. Minimize hiding spots in corridors.
    b. Locate general student lockers in classroom building corridors.
    c. Provide Access Control for exterior doors

13. Artwork
    a. Provide Local Artist murals/artwork at building entrances and at the fence structure along the east side of the campus adjacent to the community walking path. Refer to Attachment B-16 for CAHA requirements.

14. Room Requirements
    a. Provide the rooms specified in the room requirements and adjust accordingly for the student population requirements. Refer to Part J.

15. Room Adjacencies
    a. Maintain the general room adjacencies established in the programming document design; design development may modify adjacencies subject to GDOE approval.

16. Campus Wing Configurations

a. Maintain the desired A-wing, B-wing, and C-wing general grouping of spaces established in the programming document design; design development may modify campus wing configurations subject to GDOE approval.

17. Room Area and Dimensions
    a. Maintain minimum room areas and dimensions established in the programming document design; design development may modify room area and dimensions subject to GDOE approval.

18. Building Systems Requirements
    a. Refer to Part I.

19. Access Control Requirements
    a. Refer to Part I.

20. Provide a concrete floor structure for Dance / Band / Choir Classrooms if these are located on the second-floor level.

G. Design Development Requirements for Final Construction Documents:

1. Modification of the Programming Document Design is acceptable for:
    a. Site Layout and Courtyard Configuration
    b. Room Configuration & Placement
    c. Building Shell Design
    d. Building Systems Design
    e. FF&E

2. Modifications must comply with the Programming Document Design intent and are subject to GDOE approval.

H. Site Development Requirements

1. Civil – Refer to Attachment B-15
2. Landscaping – Refer to Attachment B-15
3. Site Fire Protection – Refer to Attachment B-15
4. Site Electrical & Telecom – Refer to Attachment B-15

I. Building Shell & Systems Requirements

1. Architectural
    a. Exterior Sidewalks

1) Provide sealer and broom finish concrete for Exterior Sidewalks with pattern as identified in the programming document design.

b. Slab on Grade
   1) Provide termite treatment.
   2) Provide continuous vapor barrier at building perimeter foundations and slab on grade for interior spaces.
   3) Provide floor mats with drains at building entrances.
   4) Provide ADA-compliant floor transitions and maintain required tolerances for floor finishes.

c. Exterior Walls & Columns
   1) Provide plaster and paint finish for concrete walls and columns.
   2) Provide reveal and paint patterns per the programming document design.
   3) Provide beveled edges and corners.
   4) Flash and seal wall penetrations.
   5) Provide eyebrows / overhangs for exterior windows and doors.
   6) Provide aluminum or stainless steel seismic joint covering with weatherproofing.
   7) Provide aluminum or stainless steel wall coping.
   8) Provide aluminum or stainless steel roof drain cladding.

d. Suspended Slabs & Roofs
   1) Provide gutters and downspouts for balcony walkways and roofs.
   2) Provide roof drains with covers.
   3) Provide scuppers for drainage and overflow.
   4) Provide aluminum or stainless steel seismic joint covering with weatherproofing.
   5) Provide floor mats with drains at building entrances.
   6) Provide integrated rain drips at the bottom face of the exposed structure for balcony walkways and roofs.
   7) Provide sealer and broom finish for balcony walkways.
   8) Provide monolithic concrete connection of roof slab to parapet wall.
   9) Provide control joints at roofs to mitigate roof cracks.
   10) Provide continuous roof coating with flexible flashing at control joints, wall-roof transitions, penetrations, and elevation changes.
   11) Provide fireproofing for exposed steel structure where fire rating is required.
   12) Provide thermal insulation under the roofs of interior spaces.
   13) Provide acoustic insulation for the Dance, Choir, and Band rooms located on the second floor above other rooms.

e. Exterior Doors & Windows
   1) Comply with wind loading requirements and standard testing requirements.
   2) Provide aluminum storefront and flush entrance doors to interior spaces; full lite doors for primary building entrances; flush doors with vision panels for other exterior doors; no vision panels at restroom doors.
   3) Provide aluminum storefront windows.
   4) Provide exterior doors with thresholds, and complete aluminum and rubber weatherstripping.
   5) Provide operable windows with screens at classrooms and offices
   6) Provide air curtains at designated doors.
   7) Provide ADA door operator systems at primary entrance doors.
   8) Provide access-control systems at exterior entrance doors excluding restrooms and utility rooms accessed from the main courtyard space.
   9) Provide aluminum accordion shutters for storefront doors and windows.
   10) Provide clearstory windows for the library reading room, cafeteria dining area, and classroom building second floor corridors.
   11) Provide tinted safety glass for doors and windows.
   12) Comply with room requirements for exterior doors & windows.

f. Roof Access, Fall Protection, and Stairs
   1) Provide secure roof access stairs.
   2) Provide secure roof access ladders with fall protection.
   3) Provide parapet walls or guardrails for roofs.
   4) Provide fall protection system anchors where no parapet walls or guardrails are provided.
   5) Provide aluminum guardrails with handrails at stairways.
   6) Provide aluminum guardrails for balcony walkways and fall protection.

g. Interior Walls and Columns
   1) Provide plaster and paint finish for exposed concrete walls and columns.
   2) Provide gypsum board wall partitions and furring with light gauge metal framing; comply with fire resistance requirements.
   3) Provide cement backer board wall partitions with light gauge metal framing for walls receiving tile finish.
   4) Provide wood blocking and additional framing support where other work or equipment is attached to wall partitions.

5) Provide acoustic insulation at wall partitions; use water and mold resistant insulation at plumbing walls and furring for exterior walls.
6) Provide paint patterns per the programming document design.
7) Provide rubber base for interior walls except for rooms with ceramic tile floor or wall finish.
8) Comply with room requirements for interior walls and FF&E.

h. Interior Floor Finishes
1) Provide VCT flooring for interior spaces except where otherwise required.
2) Provide Rubber tile flooring for the Cafeteria dining area,
3) Provide fluid-applied Athletic Flooring at the Gymnasium and Track.
4) Provide Performance Flooring for the Dance, Band, and Choir Rooms.
5) Provide porcelain ceramic wall and floor finish at restrooms.
6) Provide quarry tile floor finish at Kitchen areas.
7) Comply with room requirements for finishes.

i. Ceilings
1) Provide 2'x2' acoustical ceiling tile system. Gyp. Bd. Soffits may be utilized for concealing mechanical ductwork.
2) Provide 2'x2' smooth ceiling panels for the cafeteria and kitchen areas.
3) Provide water-resistant gypsum board for soffits and roof furring.
4) Provide ceiling access panels for maintenance requirements.
5) Provide acoustic ceiling elements per room requirements.
6) Provide seismic bracing for ceilings and soffits.
7) Comply with room requirements for ceiling height.

j. Interior Doors & Windows
1) Provide full lite doors at corridors.
2) Provide flush wood doors with vision panels at classroom / prep room entrance and storage doors.
3) Provide flush wood doors with no vision panels at corridor restroom entrances. Provide double-keyed deadbolts for multiple-occupant restrooms. Provide privacy function locksets for single-occupant and family restrooms.
4) Provide clear safety glass for doors and windows.
5) Provide exit devices per egress requirements.
6) Provide window blinds except at clearstory windows
7) Provide acoustic windows and doors per room requirements.

k. Toilet Partitions & Accessories
   1) Provide phenolic toilet partitions.
   2) Provide shower partitions and curtains to separate each individual shower.
   3) Provide toilet accessories for restrooms.

l. Casework
   1) Provide ¾-inch plywood with hardwood edges, wood veneer, and plastic laminate finish casework with adjustable shelving.
   2) Provide epoxy resin countertops on ¾-inch plywood with backsplash at science and art classrooms.
   3) Provide solid surface countertop on ¾-inch plywood with backsplash at sink counters.
   4) Provide power, water, and LP gas connections and fixtures for science tables.
   5) Match casework base with wall base.
   6) Provide pipe insulation for exposed piping at accessible sinks and lavatories.

m. Signage
   1) Provide Exterior Building Signage designating each wing/building and visible from the emergency access road.
   2) Provide Exterior Signage for each wing/building visible from the courtyard.
   3) Provide Exterior Signage for each wing/building at each building entrance.
   4) Provide room signage indicating room number and name; include Braille.
   5) Provide directional signage for exits, restrooms, main office, cafeteria, gymnasium, band, choir, dance, and library.

n. Miscellaneous

2. Structural Requirements – Refer to Attachment B-15

3. Mechanical & Fire Protection Requirements – Refer to Attachment B-15

4. Electrical Power & Lighting – Refer to Attachment B-15
   - Refer to access control requirements for the Courtyard, Main Entry, and building exterior doors.

5. Telecommunications – Refer to Attachment B-15

- Provide a combined Public Address and Intercom system throughout the entire school for notifications to the classrooms, offices, corridors, covered walkways, library, multipurpose, cafeteria, auditorium, and gymnasium spaces. Provide intercom controls at each classroom, library, cafeteria office, gymnasium offices, and auditorium office/control room for 2-way communication to the PA control center at the Main Office.

J. Commissioning Requirements
   1. Refer to Attachment B-8 Specifications Section 01910 General Commissioning Requirements

K. Insurance and Capital Maintenance and Custodial Plan Requirements

Insurance

After the winning offeror takes occupancy of the Project, the offeror shall, in accordance with the Insurance and Maintenance Agreement, but solely from amounts available for such purpose in the Insurance and Maintenance Fund, at all times maintain or cause to be maintained with responsible insurers that are, at the time of obtaining each policy and on each policy renewal date, rated in an investment grade category (BBB- or equivalent and higher) by one or more nationally-recognized rating agencies, all such insurance on the Project (valued as defined below) which is required under the Trust Agreement or is customarily maintained with respect to properties of like character against accident to, loss of or damage to such properties. Notwithstanding the generality of the foregoing, the Offeror shall not be required to maintain or cause to be maintained any insurance which is not available front reputable insurers in the open market or more insurance than is specifically referred to below.

Subject to the preceding paragraph, the Offeror shall:

i. Keep or cause to be kept a policy or policies of insurance against loss or damage to the Project resulting from fire, lightning, vandalism, malicious mischief, riot and civil commotion and such perils ordinarily defined as "extended coverage" and other perils as the government may agree should be insured against in forms and in amounts which the offeror shall deem advisable or necessary to protect its interests. Such insurance may be carried in conjunction with any other fire and extended coverage insurance carried or required to be carried by the government. Such insurance shall be maintained in an amount not less than the full insurable value of the Project, subject to deductible conditions acceptable to the government. The term "full insurable value" as used in this subsection means an amount at least equal to the lesser of (i) the then-current replacement value of the Facility, or (ii) the aggregate principal amount represented by the then- outstanding Certificates plus one-half

of the aggregate interest represented by the then-outstanding Certificates and payable during the next Fiscal Year. Said "full insurable value" shall be determined from time to time but not less frequently than once in every twelve (12) months.

ii. Maintain or cause to be maintained public liability insurance against claims for bodily injury or death, or damage to property occurring upon, in or about the Facility for the Site, such insurance to afford protection to a limit of not less than $1,000,000 for a single occurrence. Such insurance shall be maintained in sound insurance companies that comply with statutory insurance requirements. Such insurance may be carried in conjunction with any other liability insurance coverage carried or required to be carried by the Lessee.

iii. Maintain or cause to be maintained earthquake and windstorm insurance for the Simon Sanchez High School Facility.

iv. Maintain or cause to be maintained hood insurance for any portion of the Project located in a flood plain.

All Insurance herein provided for shall be affected under policies issued by insurers of recognized responsibility, licensed or permitted to do business in Guam, that are, at the time of obtaining each policy and on each policy renewal date, rated in an investment grade category (BBB- or equivalent and higher) by one or more nationally recognized rating agencies, except as otherwise hereinafter provided. As an alternative to the requirement of subsections (i), (ii), (iii) and (iv), the offeror may insure such property to the same extent under a blanket insurance policy or policies which cover not only such property but other properties.

All policies or certificates issued by the respective insurers for insurance shall provide that such policies or certificates shall not be cancelled or materially changed without at least thirty (30) days prior written notice to the government. All policies or certificates issued by the respective insurers for insurance shall also require the insurer to give the government notice of the non-payment of the premium and shall give the government a reasonable opportunity to cure such non-payment. Certificates of insurance listing such policies shall be deposited with the Trustee together with appropriate evidence of payment of the premiums therefor, and, at least thirty (30) days prior to expiration dates of expiring policies or contracts held by the Trustee, copies of renewal or new policies or contracts or certificates shall be deposited with the government together with evidence of payment of premiums therefor.

All policies of insurance shall provide that the government is an additional insured, provided, that all policies of insurance (except the policy of public liability specified in Section 7.01(b)(ii)) shall also provide that the proceeds thereof shall be payable to the Lessor. The Net Proceeds of fire and extended coverage insurance shall be deposited into the Insurance and Maintenance Fund under the Trust Agreement to be applied to rebuild

and repair the Facility or into the Redemption Fund under the Trust Agreement to be applied to prepay outstanding Certificates as provided in Article X, as determined by the offeror in consultation with the government.

Capital Maintenance and Custodial Plan

Post Construction Facilities Maintenance and Custodial Operations Plan - The design team shall prepare a complete operation manual for school for the required post construction monitoring, maintenance, and custodial operations of the school facility. The plan shall address the operational and/or maintenance of the buildings, equipment, landscaping, the drainage system, all outdoor facilities, and for any facility appurtenances for the proper operation of the school.

The Maintenance Contractor will then prepare an annual budget to address the facilities annual custodial, grounds and maintenance & repair as a separate cost to the construction financing. Additionally, this budget will include a capital maintenance fund to fund all replacement equipment as highlighted in the "30 Year Maintenance Program" below.

The building maintenance and custodial services phases shall commence upon acceptance of each school and shall continue for a period of thirty (30) years or until the leaseback contract is completed. Routine maintenance, repair and upkeep shall be the responsibility of the Contractor, as provided by the terms of the Insurance, Maintenance Agreement. Building maintenance include the preventive maintenance of the whole facility, and replacement of all fixed equipment. Custodial services include all janitorial services, ground maintenance and trash disposal

30 Year Maintenance Program			Type			
	Typical School Facility Components for Maintenance	Frequency	Janitorial	Preventive	Unscheduled	Capital
1	**Paving**					
1.1	Asphalt - repair/seal of cracks	As required			x	
1.2	Concrete Slabs on Grade and Elevated Slabs - repair cracks	As required			x	
2	**Structural**					
2.1	Structural Damage Assessments	As required			x	
2.2	Foundation Repairs	As required			x	
2.3	Repair of Structural Elements (incl. Crack Repairs)	As required			x	
2.4	Replacement of Structural Elements	As required			x	
2.5	Upgrading of Structural Elements	As required			x	
3	**Wall Systems**					
3.1	Doors including hardware	As required				x
3.2	Window Assemblies (including Aluminum Sash)	As required			x	x
3.3	Indoor Gym Bleachers that pull out from wall	As required		x		
3.4	Restroom Partitions (attached to wall)	As required			x	
4	**Floor Covering**					
4.1	Carpeting	Daily	x		x	x
4.2	Resilient Tile Flooring	Daily / Weekly	x		x	x
4.3	Sports Flooring	Daily / weekly	x		x	x
5	**Painting**					
5.1	Interior of classrooms, library, Offices, hallways, cafeteria, Restrooms, Gymnasium and Athletic Manager's Office, Covered Walkways Laboratories and other Indoor and Outdoor Spaces	As required / 5 years			x	x
5.2	Touch up painting of walls	Monthly	x			
5.3	Exterior masonry, metal surfaces and trim	As required / 5 years			x	x
6	**Roofing**					
6.1	Large Sections or Whole Buildings of Roofing Systems including Water and Thermal Proofing	As required / 5 years			x	x
6.2	Flashings, Gutters, and Downspouts	As required		x	x	
6.3	Ceiling Tiles	As required			x	
7	**Electrical**					
7.1	Main Electrical Riser, Connections and Conduits within the Boundaries	As required		x	x	
7.2	Panels and Boards	As required		x	x	
7.3	Signal Systems, including Fire Alarm System and Public Address	Per Mfr		x		
7.4	Main Power Distribution System	As required			x	
7.5	Interior and Exterior Power Distribution Systems	As required			x	
7.6	Interior and Exterior Ligthing Systems including Interior and Exterior Incandescent and Flourecent Lighting and Fixtures	Monthly	x	x		
7.7	Equipment Connections	As required			x	
7.8	Condits, Consductors and Cables	As required			x	
7.9	Preventive Maintenance and Repair of Stand By Generator and Transfer Switch	Per Mfr		x		

30 Year Maintenance Program			Type			
	Typical School Facility Components for Maintenance	Frequency	Janitorial	Preventive	Unschedule	Capital
8	**Plumbing**					
8.1	Main Water Supply Pipe Connections and Piping Within Boundaries	As required			x	
8.2	UndergroundWater Distribution Systems	As required			x	
8.3	Sewer piping, manholes within boundaries	As required			x	
8.4	Interior Water Supply	As required			x	
8.5	Interior and Exterior Plumbing, Connections, Piping and Fixtures, including	As required / Per Mfr		x	x	x
9	**Air Conditioning/Ventilation/Heating**					
9.1	Air Conditioning Systems					
9.1.1	1.a Central Syatems	wk, mo, qrtr, 5-yr	x	x		x
9.1.2	1.b Individual Units	wk, mo, qrtr, 5-yr	x	x		x
9.2	2. Ventilation Systems					
9.2.1	2.a Toilet and Bath Fan Exhaust Systems	wk, mo, qrtr, 5-yr	x	x		x
9.2.2	2.b Cafeteria and Kitchen Fan Exhaust Systems	wk, mo, qrtr, 5-yr	x	x		x
9.1.3	2.c Construction and Automotive Workshops Fume Exhaust Systems	wk, mo, qrtr, 5-yr	x	x		x
10	**Fire Protection System**					
10.1	Testing and Certifying of Fire Protection System	Annualy		x		
10.2	Maintenance of Fire Protection Riser and System	As required			x	
10.3	Maintenance of Fire Alarm System	see Section 7				
10.4	Testing and Certifying of Kitchen Fire Protection System				x	
10.5	Certification and Replacement of Fire Extiguishers	Annualy/As Required		x	x	x
11	**Kitchen Equipment**					
11.1	Kitchen Equipment Maintenance	Weekly/As Required			x	x
12	**Telecom and Internet**					
12.1	Telecommunication Conduits / wiring	As Required			x	
12.2	Public Address	Per Mfr		x		
13	**Landscaping and Lawns**					
13.1	Grass cutting and maintain all grounds including football field	Bi-weekly	x			
13.2	Walkway edging	Bi-weekly	x			
13.3	Tree Trimming / Hedging	Monthly	x			
13.4	Provide and maintain Necessary Lawn Care Equipment (1- Riding Mower, 4-Bush cutters, 2-push Mowers)	As Required		x		x
14	**Custodial and Waste Collection**					
14.1	Garbage collection from classrooms, offices, restrooms and other building areas	Daily	x			
14.2	Site cleanup (hallways, walkways, parking lots, etc.)	Daily	x			
14.3	Waste removal by commercial hauler	5 x weekly	x			
14.4	Classroom Floor polishing / waxing / sealing	Bi-Quarterly	x			
14.5	Restroom cleaning (Sweeping, mopping, wipedown of surfaces, Supply and replenishment of Paper Products, Soap)	Daily	x			
14.6	Restroom flushing and rinsing	Daily	x			
14.7	Classroom cleaning (Sweeping, mopping, wipedown of Student Desks, Cleaning of White boards	Daily	x			
14.8	Cleaning of Windows and doors interior and exterior	Daily	x			
14.9	Flushing exterior walkways / pressure washing	Bi-weekly / Quarterly	x			
15	**Pest Control**					
15.1	Spraying for control of pests(Ants, Cockroaches and Rats)	As Required	x			
15.2	Control of Termites	As Required	x			x
16	**Elevator Maintenance**					
16.1	Certificaiton	annualy		x		x
17	**Campus Security**					
17.1	On Site Secrity (See Appendix "A")	As Required	x			

(end)

REQUIRED FORMS

ATTACHMENTS 1-8

DRAFT

AFFIDAVIT OF DISCLOSING OWNERSHIPAND 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**

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**

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

AFFIDAVIT OF NON-COLLUSION

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 company or individual is [*state name of company*] _____.

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

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

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

Subscribed and sworn to before me

This ____ day of _____, 202__.

_____
NOTARY PUBLIC

My commission expires: _____

AG Procurement **Form 003** (March 9, 2011)

AFFIDAVIT Re NO GRATUITIES or KICKBACKS

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

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

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

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

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

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

Subscribed and sworn to before me

This ____ day of _____, 202__.

_____
NOTARY PUBLIC

My commission expires: _____, _____.

AG Procurement **Form 004** (March 9, 2011)

AFFIDAVIT RE CONTINGENT FEES

CITY OF_____)
) ss.
ISLAND OF GUAM)

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

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

2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. This statement is made in pursuant to 2 GAR Division 4 11108(f).

3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 11108(h).

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

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

Subscribed and sworn to before me

This ____ day of _____, 202__.

_____
NOTARY PUBLIC

My commission expires: _____.

AG Procurement **Form 007** (Nov. 9, 2010)

AFFIDAVIT re ETHICAL STANDARDS

CITY OF _____ ____)
) ss.
ISLAND OF GUAM)

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

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

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

Subscribed and sworn to before me

This ____ day of _____, 202__.

_____
NOTARY PUBLIC

My commission expires: _____.

AG Procurement **Form 005** (Nov. 9, 2010)

FORM E

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

Procurement No. FY2023 RFP 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

ACKNOWLEDGEMENT OF RECEIPT FORM

DEPARTMENT OF PUBLIC WORKS

Please acknowledge receipt of

***Project No.* 730-5-1059-L-YIG**

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 _____

_____

DPW CHECKLIST OF PROPOSAL RESPONSIVENESS

This checklist will determine if a Proposal is responsive. Proposers are reminded to read the Request for Proposal and to comply with the mandatory requirements listed below. Proposals not in compliance with the mandatory requirements below may be disqualified.

DPW Check-off

( ) **PROPOSAL PACKAGE**

- ☐ Package must be sealed, and the outside clearly marked with the Project Name, Project No. and the name of the Proposer
- ☐ One (1) original and six (6) copies of the Proposal enclosed
- ☐ Two (2) electronic copies of the Proposal on CD or USB portable storage device
- ☐ One (1) separate and sealed individual Term Sheet for financing and a separate individual Price Proposal & Addenda Acknowledgement of Receipt Form (Attachment 9)

( ) **EXECUTIVE SUMMARY (max. 1 page)**

( ) **TABLE OF CONTENTS**

( ) **COVER LETTER (max 1 page)**

- ☐ The name, phone number and email address of the Proposer's contact person relative to the proposal.
- ☐ The Proposer's principal place of business and the location of the office proposing/sponsoring the work relative to this proposal.
- ☐ Must also indicate whether operating as an individual proprietorship, partnership, corporation, or a joint venture.
- ☐ A brief statement acknowledging the firm's understanding of the scope of work.
- ☐ A positive commitment to perform the services described, with the personnel specified in the submission, **within the budgetary parameters of the "*THE MA KAHAT ACT OF 2013" and any subsequent/ relevant public laws*.**
- ☐ An acknowledgement that all addenda were received (list each addendum number and date in the letter).

( ) **BODY OF THE PROPOSAL**

- ☐ Does not exceed forty (40), excluding front and back covers, Executive Summary, Table of Contents, Cover Letter, tabs, certificates of insurance, detailed scheduled charts, and

required forms. Items that are not part of the forty (40) pages should be clearly tabbed and labeled accordingly.

- ☐ Single-spaced and pages are numbered consecutively on the bottom
- ☐ Subdivided into the sections identified in **Section VI. Instructions for Submitting a Proposal, Sections 1-7**
- ☐ Copy of Contractors License/s
- ☐ Name and license of Proposer's Architectural/Engineering Design Team

( ) **AFFIDAVIT OF DISCLOSING OWNERSHIP AND COMMISSOINS (Attachment 1)**

- ☐ The affidavit must be completed, notarized and dated

( ) **AFFIDVAIT OF NON-COLLUSION (Attachment 2)**

- ☐ The affidavit must be completed, notarized and dated

( ) **AFFIDAVIT re NO GRATUITIES OR KICKBACKS (Attachment 3)**

- ☐ The affidavit must be completed, notarized and dated

( ) **AFFIDAVIT re CONTINGENT FEES (Attachment 4)**

- ☐ The affidavit must be completed, notarized and dated

( ) **AFFIDAVIT re ETHICAL STANDARDS (Attachment 5)**

- ☐ The affidavit must be completed, notarized and dated

( ) **DECLARATION re COMPLIANCE WITH U.S DOL WAGE DETERMINATION (Attachment 6)**

- ☐ The declaration must be completed and signed

( ) **ACKNOWLEDGEMENT OF RECEIPT FORM (Attachment 7)**

- ☐ Must be complete and signed

( ) **DPW CHECKLIST OF RESPONSIVENESS (Attachment 8)**

- ☐ Must be completed

PRICE PROPOSAL & ADDENDA ACKNOWLEDGEMENT OF RECEIPT FORM

Date: _____

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

Gentlemen:

The undersigned (hereafter called the Bidder),

_____

(Corporation, Partnership or Individual)

an organized and/or licensed to do business under the laws of Guam, hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the **"Simon Sanchez High School Construction, Project No. _____"** all in accordance with the drawings, specifications and other RFP documents prepared by the Department of Public Works for the sum of:

_____

_____($ _____) plus any and all sums to be added and/or deducted resulting from all extra and/or omitted work in accordance with the unit and/or lump sum prices stated in the itemized bid form attached hereto exclusive to annual maintenance and insurance cost.

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

The bid security attached, without endorsement, in the sum of not less than fifteen percent (15%) of the total amount of the bid, is furnished to the Government as a guarantee that the contract will be executed and a performance and payment bond furnished within fifteen (15) calendar days after the acceptance of the bid of the undersigned. In the event that the undersigned bidder shall fail to execute the contract and furnish a satisfactory performance and payment bond under the conditions and within the time specified in this price proposal, the bid security shall be forfeited as liquidated damages for the delay and additional work and costs caused thereby in obtaining another bidder, said being beforehand determined as being reasonable and containing no penalties.

If written notice of the acceptance of this price proposal is mailed, telegraphed or delivered to the undersigned within sixty (60) days after the opening thereof, the undersigned agrees to execute the form of agreement included as one of the contract documents, and to furnish a performance and payment bond in an amount equal to one hundred percent (100%) of the contract amount within fifteen (15) calendar days after receipt of such notice.

Project Scope Construction Costs:

Item	Cost
General Requirements for Design and Construction	
Site Development and Sports Facilities	
Administration Building, Main Entrance, Covered Walkways, and Courtyard	
A-wing Classroom Building	
Gymnasium Building	
B-wing Classroom Building	
Cafeteria Building	
JROTC Classroom Building & Multipurpose Space	
C-wing Classroom Building	
FF&E (excluding Auditorium & Credit Recovery Buildings)	
Auditorium Building including FF&E, Audio Visual, and Theater Systems	
Photovoltaic System	
Rainwater Catchment System	
Landscaping Plants, Irrigation, and Site Furnishing	
Credit Recovery Building including FF&E	
TOTAL	$

Annual Insurance and Maintenance

Item	Cost
Annual Insurance Premium	
Annual Grounds and Custodial Costs	
Annual Maintenance Costs	
Annual Capital Maintenance Fund	

The undersigned hereby acknowledges receipt of the following addenda:

	ADDENDUM NO.	DATED
1	_____	_____
2	_____	_____
3.	_____	_____
4.	_____	_____

If awarded the contract, the undersigned shall be the authorized representative to bind into an agreement with the government and agrees to complete the work within the contract time stipulated in this project.

The undersigned understands that the Government reserves the right to reject any or all bid or to waive any informality or technicality in any bids in the interest of the Government.

RESPECTFULLY SUBMITTED BY:

_____

(CONTRACTOR)

_____

(BY) *(Name and Signature)*

_____

(TITLE)

_____

(BUSINESS ADDRESS)

END OF PRICE PROPOSAL FORM

DRAFT

Gmail

Valarie San Nicolas-Cruz <valarie.sannicolas@dpw.guam.gov>

Fwd: GDOE SSHS - TRMA RFP006-2020 Revised A&E Contract Terms

1 message

Vince Arriola <vince.arriola@dpw.guam.gov> Fri, Jan 10, 2025 at 9:17 AM
To: Valarie San Nicolas-Cruz <valarie.sannicolas@dpw.guam.gov>

FYI

Vincent P. Arriola

Director, Department of Public Works

542 North Marine Corp Drive,

Tamuning, Guam 96913

(671) 646-3131

---------- Forwarded message ---------
From: **Cedric Cruz** <Ccruz@traguam.com>
Date: Thu, Jan 9, 2025 at 5:26 PM
Subject: RE: GDOE SSHS - TRMA RFP006-2020 Revised A&E Contract Terms
To: keswanson@gdoe.net <keswanson@gdoe.net>
Cc: Carmen T. Charfauros <ctcharfauros@gdoe.net>, James L.G. Stake <jlgstake@gdoe.net>, Nikolas B. Cruz <nbcruz@gdoe.net>, Elmer Prudente <Eprudente@traguam.com>, Arch <Arch@traguam.com>, Tom Keeler <tkeeler@oagguam.org>, Vince Arriola <vince.arriola@dpw.guam.gov>, Ed Hipolito <ehipolito@ssfm.com>

Buenas Dr. Swanson,

Happy New Year!

Attached is TRMA's clarification letter regarding the subject matter per TRMA's previous correspondence. Please review the letter and sign for your concurrence, which will be considered authorization to proceed with work under the new terms.

Please contact me if you need additional information on this matter.

Thank you.

Senseramente,

Cedric Cruz, AIA NCARB LEED AP BD+C

Taniguchi Ruth Makio Architects

P.O. Box EA

Hagatna, Guam 96932

Tel (671) 475-8772

Fax (671) 472-3381

From: Cedric Cruz
Sent: Thursday, December 26, 2024 2:48 PM
To: keswanson@gdoe.net
Cc: Carmen T. Charfauros <ctcharfauros@gdoe.net>; James L.G. Stake <jlgstake@gdoe.net>; 'Nikolas B. Cruz' <nbcruz@gdoe.net>; Elmer Prudente <eprudente@traguam.com>; Arch <Arch@traguam.com>; Tom Keeler <tkeeler@oagguam.org>; 'Vince Arriola' <vince.arriola@dpw.guam.gov>; 'Ed Hipolito' <ehipolito@ssfm.com>
Subject: GDOE SSHS - TRMA RFP006-2020 Revised A&E Contract Terms

Happy Holidays Superintendent Swanson,

This email is to confirm TRMA's understanding that GDOE accepts the 11/22/24 revised A&E contract terms and TRMA can proceed with work under the revised terms for no additional cost to TRMA's original A&E contract amount. We also are confirming that the fees for the services under the revised contract terms are covered by the remaining balance of our contract amount per TRMA's Invoice 5A dated 1/31/23.

Additionally, we understand that the final documentation for the revised contract terms will be provided by GDOE shortly. TRMA will invoice GDOE for A/E services rendered under the new contract terms done in advance of the final revised contract documents signing.

Please confirm that GDOE has no issue with the information above.

Thank you.

Senseramente,

Cedric Cruz, AIA NCARB LEED AP BD+C

Taniguchi Ruth Makio Architects

P.O. Box EA

Hagatna, Guam 96932

Tel (671) 475-8772

Fax (671) 472-3381

5 attachments

250109 A-E Contract Adjustment.pdf
269K

241122 A-E Contract Adjustment Letter.pdf
271K

241122 A-E Services Revised Contract Terms.pdf
169K

241122 Modified Terms Exhibit 1.pdf
2277K

241122 Modified Terms Exhibit 2.pdf
843K

TRMA

Taniguchi Ruth Makio Architects

January 9, 2025

K. Erik Swanson, PhD
Superintendent
Guam Department of Education
501 Mariner Avenue
B-Building, Suite 116
Barrigada, Guam 96913

Subject: GDOE RFP 006-2020 Simon Sanchez HS (SSHS) – A/E Contract Terms Adjustment
Letter to GDOE dated November 22, 2024

Buenas Dr. Swanson,

This letter is to clarify TRMA's 11/22/24 letter to GDOE:

1. The new contract terms require no increase to TRMA's current A/E contract amount.
2. The funds for TRMA's contract were "certified available" by GDOE's Certifying Officer for contract execution, therefore the balance of the funds remain available in GDOE's account for the contract.
3. The contract revisions are necessary due to the proposed leaseback procurement that will be implemented by DPW for the construction of the new Simon Sanchez High School.
4. The proposed revisions are consistent with the discussions in our Simon Sanchez High School Weekly Project Meetings with DPW, GDOE, GEDA, SSFM, and the Attorney General's Office.
5. The revisions are required to mitigate construction liability and operations and maintenance risk to GDOE and the Government of Guam during the long-term leaseback period.

In summary, the changes reflect no increase in cost to GDOE; the funding is available as it was certified upon contract execution; and the changes are necessary for TRMA to provide GDOE and the Government of Guam with the necessary services for a leaseback procurement.

We believe this should address your questions and look forward to your signature of concurrence below.

Senseramente,

Taniguchi Ruth Makio Architects

Cedric Cruz, AIA

Concurred By:

K. Erik Swanson, PhD — Date
Superintendent
Guam Department of Education

Attachments: 11/22/24 TRMA letter and Attachments

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P.O. Box EA, Hagåtña , Guam 96932 • 100 Cliff Business Center
671/475-8772 • Fax: 671/472-3381 • email: arch@traguam.com

TRMA

Taniguchi Ruth Makio Architects

November 22, 2024

K. Erik Swanson, PhD
Superintendent
Guam Department of Education
501 Mariner Avenue
B-Building, Suite 116
Barrigada, Guam 96913

Subject: GDOE RFP 006-2020 Simon Sanchez HS (SSHS) – A/E Contract Terms Adjustment

Buenas Dr. Swanson,

TRMA must request GDOE's approval for changes to our A/E Contract based on the proposed procurement of the new Simon Sanchez High School. As you are aware, DPW is now responsible for the procurement of the new school, and their Construction Manager (SSFM International) has proposed that the procurement utilizes a "Design-Build" approach to best control cost, time, and the government's risk for the project. We understand that DPW has approved this proposal.

TRMA agrees that project risk is mitigated by the design-build approach. Further understanding is needed for the cost and time benefits of the approach. Yet, DPW has the final decision on the bid and construction of the project, and we will assist as best as we can acknowledging that the procurement approach is outside of TRMA's control.

The design-build approach changes TRMA's contract terms, generally:

1. TRMA will no longer be the Designer of Record for the Construction Documents for SSHS. This is necessary to transfer any risk associated with the design to the Developer as intended by DPW.

   Our original Contract was for a Design-Bid-Build project, in which TRMA prepared a 100% Design used for the bid and construction of the project and TRMA is the Designer of Record who has responsible control for design that is constructed. The Design-Build approach requires shifting of this responsibility to the Developer and their own design-build A/E team that prepares the Construction Documents for the project. TRMA's 100% Design Submittal and the

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current building permit application will be voided. The design prepared by TRMA will instead be used as a programming document that is the basis for the Developer's A/E design work.

2. TRMA must adjust its services. The adjustments are detailed in TRMA's revised Contract Terms attached. Adjustment is also needed to extend these services beyond the current December 2025 expiration date.

3. TRMA must adjust fees based on the corresponding service changes. Additional fees are not required, but the fees need to be reassigned to corresponding services. Please also note that this is subject to exclusions, limits, and conditions identified in TRMA's revised Contract terms attached.

Additionally, please note that TRMA intends to keep its Commissioning services intact as per the original contract terms. This would provide added assurance for GDOE's acceptance of the HVAC & controls, Lighting controls, and Plumbing systems for the school.

Please review the attached A/E Services Revised Contract Terms and confirm GDOE's approval or advise that additional information is required. We can set up a meeting to further explain the terms. Excerpts from TRMA's Contract are also provided to help clarify the revised services.

Senseramente,

Taniguchi Ruth Makio Architects

Cedric Cruz, AIA

Attachments: RFP006-2020 Agreement A&E Services Revised Contract Terms 11/22/24 and Excerpts (Agreement Exhibits 1 & 2)

RFP006-2020 Agreement A&E Services Revised Contract Terms November 22, 2024

TRMA's Final Construction Design, Construction Documentation, Permitting, Bid and Construction Services as identified in Contract Exhibits 1 and 2 will be revised and limited to:

1. Preparation of a design-build programming document based on general design requirements extracted from TRMA's 100% submittal and limited to architectural, landscaping, civil, structural, mechanical, fire protection, electrical, telecom, and FF&E scope including:

    a. General Project Requirements – Base Bid and Additive Bid Scope; Campus Population requirements; Developer Responsibilities for Design; GDOE's review requirements
    b. Site development, exterior works, campus infrastructure requirements.
    c. Building Shell & Systems design requirements including engineering requirements.
    d. Architectural program identifying space planning, interior material, and finish requirements.
    e. General reference plans and drawings.
    f. Attachments

    The programming document will include attachments for geotechnical, archaeological, environmental, traffic study, landscaping, acoustical, theater design, audio visual, and network data from the 100% submittal. These will be for information only.

    The design-build approach is also intended to allow the Developer flexibility to change the design to maximize cost effectiveness, however this will be within the constraints of the programming document that is intended to identify the universal aspects of the design that must be met.

    GDOE will be responsible for final approval of the programming document for issuance to bidders.

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2. Bid RFI responses regarding the programming document intent; additional fees will be required for any rebid or extension of the Bid RFI timeframe. TRMA requires 3-weeks for preparation of RFI responses.

3. Design Review at 60% and 100% completion for conformance with the programming document intent. The Developer's A/E team will be required to submit their design for TRMA, GDOE, and DPW review. TRMA's requires 3-weeks for each design review.

4. Construction RFI responses regarding the programming document intent. The total number of RFI covered will be limited to 25 per A/E scope identified in Item 1 above. TRMA requires 10 days for preparation of RFI responses.

   Inspections and submittal /shop drawing reviews are excluded and will be done at an additional cost determined on a time and material basis when required.

5. No Designer of Record responsibilities. Review for building regulations compliance, design coordination, and constructability is excluded. TRMA's team may comment on these at their discretion, but responsible control of the design remains with the new DOR.

6. No Owner Agent services.

7. Commissioning Authority services for Design Review, Construction submittal/shop drawing reviews, and Witnessing the Functional Performance Testing of HVAC & controls, Lighting controls, and Plumbing systems.

   These services are currently in TRMA's contract and we recommend that they are maintained as added assurance for GDOE regarding the systems covered and to document GDOE's acceptance.

Additional Terms include:

a. Contract Extension to December 2028.
b. Liability Waiver for TRMA's 100% Submittal documents.
c. Liability Waiver for any previous Submittal documents included in the programming document.

d. Liability Waiver and additional fee for 100% Submittal Revit and CAD files.
e. Voiding of the current permit application.
f. No Designer of Record responsibilities. Review for building regulations compliance, design coordination, and constructability is excluded. Team members may comment on these at their discretion, but responsible control of the design remains with the new DOR.
g. No Geotechnical services.
h. No Archaeological services.
i. No Environmental services.
j. No Cost Estimating services.
k. No Acoustical Design services.
l. No Audio Visual and Theater Specialty services.
m. No Permitting services.
n. No Construction Meeting Attendance services.
o. No Bid and Construction Document Distribution services.
p. No Construction Transition Phase services.

Schedule:

Programming Document	8-weeks Pre-Final Submittal
	6-weeks Final Submittal
	1-week GDOE/DPW/SSFM review
Bid	3-months max; RFI responses (3-week response time from RFI Deadline)
60% Design Review	3-weeks review
100% Design Review	3-weeks review
Construction	3-years; limited RFI responses (10-day response time)

A/E Fees:

Programming Document & Bid RFI Responses		
Architecture / FF&E		$ 284,301
Landscape Arch.	$ 57,440	
Civil	$ 49,696	
Structural	$103,904	
Mechanical & Fire Protection	$103,904	
Electrical	$103,904	
Telecom	$103,904	
	$522,752 x 1.15	$ 601,164
		$ 849,465

Limited Design Review			
Architecture / FF&E			$ 15,000
Landscape Arch.	$ 10,000		
Civil	$ 10,000		
Structural	$ 10,000		
Mechanical & Fire Protection	$ 10,000		
Electrical	$ 10,000		
Telecom	$ 10,000		
	$ 60,000 x 1.15 =		$ 69,000
			$ 84,000

Limited Construction RFI Responses			
Architecture / FF&E			$ 15,000
Landscape Arch.	$ 10,000		
Civil	$ 10,000		
Structural	$ 10,000		
Mechanical & Fire Protection	$ 10,000		
Electrical	$ 10,000		
Telecom	$ 10,000		
	$ 60,000 x 1.15 =		$ 69,000
			$ 84,000

Commissioning Authority		
Design Review	$ 16,560	
Submittals & FPT Witnessing	$289,428	
	$305,988 x1.15 =	$ 351,886

The total revised fee is $1,369,351 which is covered by the balance of TRMA's Contract Fee.

TRMA

Taniguchi Ruth Makio Architects

19-0724

AGREEMENT BETWEEN THE GUAM DEPARTMENT OF EDUCATION AND TANIGUCHI RUTH MAKIO ARCHITECTS FOR SERVICES PURSUANT TO GDOE RFP 006-2020

THIS AGREEMENT is entered into by and between the **GUAM DEPARTMENT OF EDUCATION** ("GDOE"), an agency of the government of Guam, whose address is 501 Mariner Avenue, Barrigada, Guam 96913, and **TANIGUCHI RUTH MAKIO ARCHITECTS ("Contractor")**, whose address is **P.O. BOX EA, Hagatna, Guam 96932** (collectively referred to as "Parties").

WHEREAS, GDOE issued Request for Proposal ("RFP") **006-2020** for Architectural and Engineering Services, attached herewith as **Exhibit 1;**

WHEREAS, GDOE has determined it does not have adequate personnel or resources to perform the services contemplated in this agreement and it is in the best interests of GDOE to have such services performed under contract;

WHEREAS, Contractor responded to the RFP by submitting a proposal ("Proposal") to provide services in accordance with the RFP, and was selected as the most qualified offeror;

WHEREAS, by submitting its Proposal, Contractor warrants and represents that it possesses the necessary knowledge, resources and experience to perform the work and services herein described professionally, skillfully and diligently; and

WHEREAS, GDOE desires to retain Contractor for specific services on the terms and conditions set forth in this Agreement and Contractor has agreed to accept such terms and conditions;

WITNESSETH, in consideration of the mutual covenants hereinafter set forth, the Parties agree as follows:

I. Statement of Services to be Performed.

A. Scope of Work. The Contractor shall provide professional services for the GDOE, as described in **RFP 006-2020** and the **Contractor's Cost Proposal.** The **Contractor's Cost Proposal** is attached herein as **Exhibit 2.** Specified dates for performance of tasks may be amended by written agreement between GDOE and Contractor's authorized representative. Contractor shall provide status reports on the services performed as required under this Agreement or more frequently as requested by GDOE. Contractor recognizes that failure to perform any services required under this Agreement per the terms and conditions herein constitutes a material breach of this Agreement.

B. Contractor Provisions of Resources. Contractor agrees to furnish all qualified personnel, facilities, tools, equipment, materials and transportation to perform the services and work provided for in this Agreement. Contractor represents that it and its employees possess the professional and technical expertise necessary to perform the services called for in this Agreement in a competent, professional manner, in line with the services of a typical Contractor

engaged in the same and similar field as Contractor herein. GDOE may, in its sole discretion and based upon availability, provide staff assistance to Contractor in furtherance of this Agreement. The Contractor shall insure that its employees engaged in work hereunder are informed of all relevant provisions of this Agreement.

C. Other Work. GDOE acknowledges and agrees that Contractor may provide services to other clients, persons or companies apart from the services performed in this Agreement, as long as the performance of such other services does not in any way conflict with or hinder the performance of services herein. In the event GDOE discovers or determines that the Contractor is providing services to a third party which conflicts with or hinders the performance of services under this Agreement, Contractor must immediately cease performing those third party services upon being provided written notice by GDOE and GDOE may invoke any further available remedies under the terms of this Agreement.

D. Location of Services. Contractor may perform the services under this Agreement at any suitable location as approved by GDOE.

II. Term of Agreement.

A. This Agreement shall be effective upon its full execution by all necessary parties until **December 31, 2025**.

B. This Agreement will be cancelled if funds are not appropriated or otherwise made available to support continuation after this fiscal year. GDOE shall provide timely notice if funds are not available for continuation of contract beyond the fiscal year. In the event of cancellation due to unavailability of funds, Contractor will be reimbursed unamortized, reasonably incurred, non-recurring costs.

III. Compensation.

A. Compensation. Compensation for Services: This contract is a fixed firm price contract. Contractor shall receive compensation from GDOE for the Services as provided for in the **Contractor's Cost Proposal** attached herein as **Exhibit 2** to this Agreement and in the amount of **Five Million Six Hundred Ninety-Five Thousand Six Hundred Thirty-Six Dollars and Twenty Cents ($5,695,636.20)**, unless agreed upon in writing between the Superintendent of GDOE and Contractor's authorized representative and subject to the availability of funds.

Payment shall be made upon the completion of each service described herein and approval by GDOE of each invoice submitted by Contractor.

B. Expenses. Contractor shall be solely responsible for all expenses incurred in the performance of services under this Agreement unless otherwise expressly provided for herein.

C. No Compensation Prior to Approval of Agreement. GDOE shall not be liable to Contractor for any services performed by Contractor prior to full execution of this Agreement by all parties, and Contractor expressly waives any and all claims for services performed in expectation of this Agreement prior to its full execution.

D. Final Payment. Final payment shall be made upon satisfactory performance of all services required to be performed by Contractor under this Agreement. Prior to the final payment due Contractor, and as a condition precedent thereto, Contractor shall execute and deliver to GDOE a release in form approved by GDOE of claims against GDOE arising under this Agreement. Contractor expressly waives the provision of Section 82602 of Title 18, Guam Code Annotated, which states:

> *A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.*

E. Payment. All rates and prices and payments to the Contractor shall be in the currency of the United States.

IV. Early Termination.

A. By GDOE. GDOE reserves the right to cancel or terminate this Agreement prior to its completion for reasons including, but not limited to, the following:

(i) Termination without Cause: GDOE may terminate this Agreement, without cause, upon the delivery of written notice to the Contractor at least thirty (30) days prior to the intended date of termination;

(ii) Termination in the Best Interest of the Government of Guam: GDOE may terminate this Agreement based upon a determination that such termination is in the best interests of the Government of Guam by delivering a written notice of such termination to the Contractor and the effective date of such termination. Circumstances for termination under this clause include but are not limited to Contractor's successful completion of services under this Agreement to the satisfaction of GDOE.

(iii) Termination for Cause/Default: If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Procurement Officer may notify the Contractor in writing of the delay or non-performance and if not cured in ten days or any longer time specified in writing by the Procurement Officer, such

officer may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part the Procurement Officer may procure similar supplies or services in a manner and upon terms deemed appropriate by the Procurement Officer. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

(iv) Termination for Convenience. The GDOE procurement officer may, when the interests of GDOE so require, terminate this contract in whole or in part, for the convenience of GDOE. The procurement officer shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The procurement officer may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to GDOE. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as necessary to do so.

The Contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data to the extent required by 2 GAR §3118. If the Contractor fails to file a termination claim within one year from the effective date of termination, the procurement officer may pay the Contractor, if at all, an amount set in accordance with this section. The procurement officer and the Contractor may agree to a settlement provided the Contractor has filed a termination claim as required herein and the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by GDOE and the contract price of the work not terminated. Absent agreement of a settlement, the procurement officer shall pay the Contractor the following amounts: with respect to all contract work performed prior to the effective date of the termination, the total, without duplication of any items, of: (a) the cost of such work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amount paid or to be paid for completed portions of such work; provided that if it appears that the Contractor would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss; (b) cost of settling and paying claims arising out of the termination of subcontracts or orders pursuant to this clause. These costs must not include costs paid in accordance with subsection (a) above; (c) the reasonable settlement costs of the Contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontracts thereunder. The total sum to be paid the Contractor under this subsection shall not exceed the total contract price plus the reasonable settlement costs of the Contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies or materials under this section, and the contract price of work not terminated.

B. By Contractor.

(i) Termination for Cause: Contractor shall notify GDOE in writing of deficiencies or default in the performance of GDOE's duties under this Agreement. GDOE shall have twenty (20) days to correct the deficiency or cure the default, which period may be extended by Contractor (said extension not to be unreasonably denied). Upon 60 days' written notice of Contractor's termination of this Agreement for cause, the Contractor shall be entitled to payment, in accordance with Section III of this Agreement, for satisfactory services rendered up to the termination date and GDOE shall have no obligations to Contractor. The Contractor shall be obligated to continue performance of services, in accordance with this Agreement, until the termination date and shall have no further obligation to perform services after the termination date.

C. Termination/Modification for Lack of Funds. GDOE may terminate or modify this Agreement based upon a lack of funding. In such an event, GDOE shall promptly provide notice to Contractor and within twenty (20) days of the notice, the Parties shall renegotiate the terms of this Agreement in good faith. If the parties are unable to reach an agreement on the renegotiation, then either Party may terminate this Agreement pursuant to Section IV of this Agreement as applicable.

D. Preservation of Property. Notwithstanding any termination of this Agreement, and subject to any directions from GDOE, the Contractor shall take timely and reasonable and necessary action to protect and preserve the property in the possession of Contractor in which GDOE has an interest.

E. Additional Provisions. In the event that either party effects an Early Termination, it is expressly provided that GDOE may issue a new Request for Proposal with respect to such terminated services. This provision shall not be deemed an admission or waiver of any rights and defense with respect to rights of either Party under this Agreement, including but not limited to, either Parties' rights to assert damages for breach of Agreement.

V. Contact Person. The Contractor agrees that, during the term of this Agreement, it shall identify a primary contact person who is familiar with the services being performed hereunder and who shall be responsible to the questions and direction of GDOE. The contact person must be identified in writing within thirty (30) days after full execution of this Agreement by all parties. GDOE reserves the right to request replacement of the contact person designated by the Contractor under this Agreement.

VI. Confidentiality.

A. Information. The Contractor hereby warrants that it shall not disclose any documents, materials or information, whether verbal, written, electronic or digital media or otherwise (collectively, the "Information"), made available or acquired for the purpose of carrying out this Agreement. Only authorized persons shall use and have access to the Information, and then only for the period such access is required to perform services under this Agreement. All

necessary steps shall be taken by the Contractor to safeguard the confidentiality of the Information in conformance with any applicable United States and Guam laws, statutes and regulations.

The Contractor shall keep copies of the Information and the provisions of this Section shall remain in effect as long as determined by GDOE. All of the Information shall be returned promptly after use to GDOE and all copies or derivations of the Information shall be physically and/or electronically destroyed. Contractor shall include a letter attesting to the complete return of Information and documenting the destruction of copies and derivations with the returned Information.

The Contractor shall not enter into any Agreements or discussions with a third party concerning such Information without the prior written consent of GDOE, and then only if the Contractor requires the third party(ies) to agree to the terms of the confidentiality set forth herein and the Information is provided to such third party(ies) only for purposes of enabling the Contractor to discharge its responsibilities under this Agreement.

It is specifically provided that the limitations contained in this paragraph A shall not apply (i) to the extent required by applicable law, (ii) to the extent that any Information is now or hereafter becomes part of the public domain, but only to the limited extent that such Information, or any portion thereof, is in the public domain not as a result of any breach or violation of this Agreement, or (iii) to the extent that a party is directed otherwise under the terms of a valid and effective order, issued by a court of competent jurisdiction.

B. Liability. Failure to comply with the provisions of Paragraph A shall subject the Contractor to liability, including all damages and injunctive relief.

VII. Conflicts of Interests/Ethics

A. The Contractor warrants and covenants that it has not violated and will not violate Guam's procurement law or regulations pertaining to ethics in public contracting.

B. It is expressly understood that breach of any of the covenants or warranties in this Section on the part of the Contractor is a material breach of this Agreement and shall entitle GDOE to immediately terminate this Agreement. Contractor agrees that in the event of a breach or violation of this Section, GDOE shall have the right to terminate this or any other Agreement with the Contractor without liability.

C. Notwithstanding the provisions contained in this Agreement with regard to the assignment or subcontracting of any work under this Agreement, Contractor agrees that with respect to any subcontractor it engages to perform any work contemplated by this Agreement that any Agreements it enters into with such subcontractor(s) will include provisions which parallel this Section VII and shall require any subcontractor to execute a statement of no conflict of interests to GDOE and provide such statement to GDOE.

VIII. Waiver. No waiver by any party of any right on any occasion shall be construed as a bar to or waiver of any right or remedy on any future occasion.

IX. Severability. If any provision of this Agreement shall be held or deemed by a court of competent jurisdiction to be invalid, inoperative or unenforceable, the remaining provisions herein contained shall nonetheless continue to be valid, operative and enforceable as though the invalid, inoperative or unenforceable provision had not been included in the Agreement.

X. Survival of Warranties. All representations, warranties, agreements, covenants and obligations in this Agreement shall be deemed to have been relied upon by the other party, and shall survive the completion of this Agreement and shall not merge in the performance of any obligation by any party hereto.

XI. Fees and Expenses. Each of the Parties shall bear its own expenses in connection with the negotiation and consummation of the transactions contemplated by this Agreement.

XII. Notices. All invoices, reports, correspondence, notices, requests, demands and other communications hereunder shall be in the English Language, in writing. All notices required to be given under this Agreement by either party to the other may be effected by personal delivery, or by mail (registered or certified, postage, prepaid with return receipt requested). Notices delivered personally shall be deemed communicated as of actual receipt. Mailed notices shall be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first. Notices shall be addressed and delivered to the parties as follows, provided that each party may change the address by giving the other party written notice in accordance with this section:

TO GDOE: GUAM DEPARTMENT OF EDUCATION
Attention: ADMINISTRATOR
Office of Supply Management
501 Mariner Avenue
Barrigada, Guam 96913

With a copy to GDOE's Legal Counsel of Record.

TO CONTRACTOR: **TANIGUCHI RUTH MAKIO ARCHITECTS**
P.O. BOX EA, Hagatna, Guam 96932

XIII. Assignment/Subcontractors. It is expressly acknowledged that Contractor is solely responsible for the fulfillment of its duties and obligations under this Agreement, regardless of whether or not Contractor utilizes one or more subcontractors for such purpose. The right and interest of Contractor under this Agreement (including, but not limited to, Contractor's right to or interest in any part of or all payments under this Agreement) may not be assigned, transferred or subcontracted to any other person, firm, corporation or other entity, whether by agreement, merger, operation of law or otherwise, without the prior, express written consent of

GDOE. In the event of a permissive subcontract or assignment of this Agreement by Contractor, Contractor agrees that any subcontractors retained by Contractor or assignees shall be subject to all provisions of this Agreement.

XIV. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of the Parties hereto and their respective successors, assigns and transferees, except as otherwise provided for under the terms of this Agreement.

XV. Scope of Agreement. This Agreement and its attachments, the RFP, and Proposal collectively: (i) supersede any and all other Agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and (ii) contain all of the covenants and Agreements between the Parties with respect to such subject matter in any manner whatsoever. The Contractor and GDOE each acknowledge that no representations, inducements, promises or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in the Agreement shall be valid or binding.

XVI. Captions. All Section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the content of the Agreement.

XVII. Counterparts. This Agreement may be executed in counterparts, all of which taken together shall be deemed one original.

XVIII. Governing Law and Forum Selection. Except to the extent U.S. federal law is applicable, the laws and regulations of Guam shall govern the interpretation, effect, and validity of this Agreement. Any court action shall be exclusively in Guam.

XIX. Compliance with Laws.

A. In General. The Contractor shall comply with all U.S. and Guam laws, statutes, regulations and ordinances applicable to this Agreement. The Contractor represents and warrants that it is fully licensed to do business in Guam to render the services to be provided herein.

B. Non-Discrimination in Employment. The Contractor agrees: (i) not to unlawfully discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap; (ii) to include a provision similar to that contained in subsection (i) above in any subcontract or assignment agreement except a subcontract for standard commercial supplies or raw materials; and (iii) to post and to cause subcontractors and/or assignees to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause. Contractor shall comply with all conditions and requirements of Guam Law, including but not limited to Title 22 Chapter 5 Guam Employment Relations Act of the Guam Code Annotated (GCA).

C. Family and Educational Rights and Privacy Act.

Contractor acknowledges that certain information about GDOE students may be considered Education Records and that this information must be confidential by reason of the

Family and Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, and related regulations (collectively referred to as "FERPA"). Both parties agree to protect these records in accordance with FERPA and any relevant GDOE policy or standard operating procedure. Contractor represents, warrants, and agrees that it will: (1) hold the FERPA Records in strict confidence and will not use or disclose the FERPA Records except as (a) permitted or required by the Contract, (b) required by law, or (c) otherwise authorized by GDOE in writing; (2) safeguard the FERPA Records according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which Contractor protects its own confidential information; and (3) continually monitor its operations and take any action necessary to assure that the FERPA Records are safeguarded in accordance with the terms of the Contract. Contractor agrees to provide GDOE with a written summary of the procedures Contractor uses to safeguard the FERPA Records.

Contractor will have procedures and solutions implemented to prevent unauthorized access, and the procedures will be documented and available for GDOE to review on request. Those employees allowed to send data and receive data to and from the Contractor must be identified and sign a non-disclosure agreement.

Accidental exposures of data covered by the Contract to unauthorized persons will result in the Contractor notifying GDOE within four (4) hours of discovery; failure to do will be considered a material breach of the Contract. Notification to those whose data have been exposed will occur, at Contractor's sole expense, by GDOE.

Within thirty (30) days after the termination or expiration of the term of the Contract for any reason, Contractor shall either: (a) return or destroy, as applicable, all sensitive data, including any data protected under FERPA, provided to the Contractor by GDOE, including all sensitive data, including any data protected under FERPA, provided to Contractor's employees, subcontractors, agents, or other affiliated persons or entities; or (b) in the event that returning or destroying the sensitive data, including any data protected under FERPA, is not feasible, provide notification of the conditions that make return or destruction not feasible, in which case, the Contractor must continue to protect all sensitive data, including any data protected under FERPA, that it retains and agree to limit further uses and disclosures of such data to those purposes that make the return or destruction not feasible as Contractor maintains such sensitive data, including any data protected under FERPA.

Contractor's computer(s) must be protected by acceptable industry practices for antivirus, firewalls, and network and system intrusion detections systems, which may be periodically tested by GDOE personnel.

XX. Retention and Access to Records and Other Review. The Contractor, including subcontractors, if any, shall maintain all books, documents, papers, accounting records and other evidence pertaining to the services performed and costs incurred, and to make such materials available at its respective offices at all reasonable times during the Agreement period and for six (6) years from the date of the final payment under the Agreement, for inspection by GDOE. GDOE agrees to comply with reasonable requests of Contractor to provide access to all documents

and GDOE property reasonably necessary to the performance of Contractor's services under this Agreement. The conditions of this section shall be placed in any subcontract or assignment arising under this Agreement.

XXI. Liability.

A. GDOE not Liable. GDOE assumes no liability for any accident, loss, claim, judgment, action or injury that may occur to the Contractor and/or the Contractor's officers, directors, agents, servants, subcontractors and/or employees, and/or to the personal property of any such person or entity, arising out of the performance of services under this Agreement except to the extent caused or contributed to by the negligent act or omission of GDOE. In addition, no Board member, officer, agent, or employee of GDOE shall be liable personally under or by reason of this Agreement or any of its provisions. In addition, GDOE assumes no liability for any accident or injury that may occur to Contractor's officers, directors, employees, agents, or dependents while traveling to and from Guam in furtherance of this Agreement.

XXII. Delays, Extensions and Suspensions. GDOE unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of GDOE. The Contractor agrees to prosecute the work continuously and diligently apart from those periods of suspension, delay or interruption. Except as otherwise agreed to by the Parties, reasonable time extensions for the performance of Contractor's services will be granted only for excusable delays that arise from causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, acts of the public enemy, acts of the Government of Guam or the Government of the United States in either its sovereign or contractual capacity, acts of another contractor in the performance of an agreement with the Government of Guam, fires, floods, typhoons, earthquakes, epidemics, quarantine restrictions, strikes, freight, or embargoes.

XXIII. Modifications including those Due to Public Welfare, Change in Law or Change in Marketing Conditions. GDOE shall have the unilateral power to modify the Agreement at any time subject to the written agreement of Contractor. GDOE shall have the power to make changes in the Agreement and to impose new rules and regulations on the Contractor under the Agreement relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare or due to a change in law. GDOE shall

give the Contractor notice of any proposed change in the Agreement and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor. In the event GDOE materially alters the obligations of the Contractor, or the benefits to GDOE, then the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of the Contractor, then the Contractor or GDOE shall be entitled to an adjustment in the rates and charges established under the Agreement. Contractor shall be entitled to terminate this Agreement rather than accept modified terms. Nothing contained in the Agreement shall require any party to perform any act or function contrary to law. GDOE and the Contractor agree to enter into good faith negotiations regarding modifications to the Agreement, which may be required in order to implement changes in the interest of the public welfare or due to changes in law. When such modifications are made to the Agreement, GDOE and the Contractor shall negotiate in good faith a reasonable and appropriate adjustment for any changes in services or other obligations required of the Contractor directly and demonstrably due to any modification in the Agreement under this clause.

XXIV. Independent Contractor and its Employees.

A. Status of Contractor. The Contractor and its officers, agents, servants, subcontractors and employees are independent contractors performing professional services for GDOE, and are not employees of GDOE. The Contractor and its officers, agents, servants and employees shall not accrue vacation or sick leave, participate in the Government of Guam retirement system, insurance coverage, bonding, use of government vehicles or any other benefits accorded to Government of Guam employees as a result of this Agreement. Contractor agrees that Contractor and its aforementioned employees, officers, directors, agents, servants, and subcontractors are not and will not become an employee, officer or Board member of GDOE at any time during the duration of this Agreement, and will otherwise comply with the provisions of the Guam Procurement Law regarding ethics in public contracting (Title 5 Guam Code Annotated, Chapter 5, Article 11, and its associated rules and regulations). Nothing in this Agreement or any action taken under this Agreement shall be deemed or construed in any manner or for any purpose to evidence or establish as between Contractor and GDOE a relationship of partnership, agency, association, joint, venture or representative, nor does this Agreement authorize any party to undertake or bind any obligation or responsibility on behalf of the other party. In addition, there shall be no withholding of taxes by GDOE for the Contractor.

B. Liability. The Contractor assumes responsibility for its personnel and subcontractors providing services hereunder and will make all deductions and payments for social security and withholding taxes and for contributions to employment compensation funds, or any other payments required by the governments of the U.S. and Guam, if required. Contractor is responsible for paying when due any and all income taxes, gross receipts taxes, or any other taxes or assessments incurred as a result of the services performed by the Contractor and Contractor's employees or agents under this Agreement or the compensation paid to Contractor for services performed under this Agreement. Furthermore, Contractor shall maintain at the Contractor's expense all necessary insurance for its employees including but not limited to Worker's Compensation, Errors and Omissions, and liability insurance for each employee as required under

U.S. and Guam Law and the mandates of the underlying RFP to this Agreement. Contractor agrees to hold harmless and indemnify GDOE, its officers, directors, employees, agents, representatives, successors and assigns, for any and all claims, demands, costs, losses, fees, penalties, interest, or damages, including attorney's fees, which may be brought or asserted due to (i) any injury, death, or property damage arising from the negligence or other wrongful or tortuous acts of Contractor or Contractor's employees, officers, contractors, directors, agents, representatives, successors, or assigns, or (ii) Contractor's failure to comply with terms of this subparagraph B.

C. Wage and Benefits Compliance. Contractor warrants it shall comply with all applicable federal and local laws, rules, and regulations regarding the payment of minimum wages and benefits, in particular in accordance with the Wage Determination for Guam issued and promulgated by the U.S. Department of Labor and with Guam Public Law 26-111. Contractor assumes all liability for, and hereby indemnifies GDOE from, any violation of any applicable law, rule, or regulation relating to the payment of wages or benefits.

XXV. Disclosure. The Contractor hereby represents that it has disclosed to GDOE all matters regarding Contractor which if not disclosed to GDOE would materially affect GDOE's decision to enter into this Agreement with Contractor.

XXVI. Disposition of Property and Materials; Intellectual Property Rights.

A. All plans, outlines, briefs, memoranda, studies, reports, analyses and all other work product and materials incidental or otherwise ("Work Product") which are produced by reason of this Agreement shall be and remain the property of GDOE, regardless of whether Contractor is in possession of such Work Product, and may be used by GDOE without permission from Contractor and without any additional costs to GDOE. GDOE understands and acknowledges that Contractor, through its employees, has knowledge, experience and expertise in performing work and analysis of the type to be provided under this Agreement, which has been acquired over a substantial number of years prior to entering into this Agreement ("Contractor Background Intellectual Property"). Contractor shall retain all rights to such Contractor Background Intellectual Property. Nothing in this Agreement shall confer any right to GDOE to acquire by assignment or license, exclusive ownership or use of Contractor Background Intellectual Property.

B. All Work Products, including any and all intellectual property rights in said Work Product, arising out of the Agreement shall be the sole and exclusive property of GDOE. Contractor explicitly acknowledges that GDOE possesses exclusive rights to the Work Product arising out of this Agreement. Contractor shall not use or permit others to use in any way or form the Work Product without the express written consent of GDOE.

XXVII. Mandatory Representations by Contractor:

A. **Persons Convicted of Sex Offense.** Contractor warrants that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 Guam

Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of Contractor while on government of Guam property, with the exception of public highways. If any employee of Contractor is providing services on government property and is convicted subsequent to an award of a contract, then Contractor warrants that it will notify GDOE of the conviction within twenty-four hours of the conviction, and will immediately remove such convicted person from providing services on government property. If Contractor is found to be in violation of any of the provisions of this paragraph, then GDOE will give notice to Contractor to take corrective action. Contractor shall take corrective action within twenty-four (24) hours of notice from GDOE, and Contractor shall notify GDOE when action has been taken. If Contractor fails to take corrective steps within twenty-four (24) hours of notice from GDOE, then GDOE in its sole discretion may temporarily suspend this agreement.

B. **Gratuities and Kickbacks.** Contractor warrants it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 §11107.

C. **Contingent Fees**. Contractor warrants it has not retained a person to solicit or secure this 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.

D. **Ethical Standards.** Contractor warrants 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 of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

XXVIII. Disputes.

a. In accordance with Guam procurement law, all controversies between the territory and the Contractor which arise under, or by virtue of, this contract and which are not resolved by mutual agreement, shall be decided by the GDOE procurement officer in writing, within 60 days after written request by the Contractor for a final decision concerning the controversy; provided however that if the procurement officer does not issue a written decision within 60 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as if an adverse decision had been received. The procurement officer shall immediately furnish a copy of the decision to the Contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless fraudulent, or the Contractor brings an action seeking review of the decision before the Guam Office of Public Accountability. The Contractor shall comply with any decision of the procurement officer and proceed diligently with performance of this contract pending final resolution by the Office of Public Accountability or the Superior Court of Guam of any controversy arising under or by virtue of this contract, except where there has been a material breach of the contract by GDOE; provided, however, that in any event the Contractor shall proceed diligently with the performance of the

contract where GDOE has made a written determination that continuation of work under the contract is essential to public health and safety.

b. Any disputes for expenses incurred in reliance upon this Agreement shall be subject to the Government Claims Act found at Title 5, Guam Code Annotated, Chapter 6.

XXIX. Attachments, Exhibits, Schedules, and Entire Agreement. This Agreement, including its Attachments, Exhibits and Schedules, constitutes the entire Agreement and supersedes all prior written or oral understandings. No Agreement, oral or written, expressed or implied, has been made by any party hereto, except as expressly provided herein. All prior Agreements and negotiations are superseded hereby. This Agreement and any duly executed amendments hereto constitute the entire Agreement between the Parties hereto.

XXX. Computation of Time. Whenever this Agreement provides for a time period of ten (10) days or less days, weekends and Government of Guam holidays are not included in the computation. When this Agreement provides for a time period of over ten (10) days, weekends and Government of Guam holidays are to be included in the computation.

XXXI. Partial Invalidity. If any provision of this Agreement shall be deemed by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue to be in full force and effect.

XXXII. Amendments/Modifications. Any amendment or modification to this Agreement will be effective only if it is in writing and signed by both parties.

A. Changes To Work. Any modifications to the services or equipment to be delivered pursuant to this Agreement, and the compensation therefor, may be made by a written Change Order signed by an authorized representative of GDOE and Contractor. A Change Order may only be made on the conditions that the work to be performed by a Change Order is not inconsistent with the scope of work under this Agreement, and that where there is an increase in the costs for services, GDOE shall certify in writing that funds are available for the increased costs prior to such Change Order becoming effective.

B. Extension of Time to Perform Services. This Agreement may be modified to extend time for Contractor to perform services upon writing signed by GDOE and Contractor. A modification to extend time to perform services under this Agreement may only be made on the condition that such modification shall not increase the costs for services hereunder.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year appearing below their respective signatures.

GUAM DEPARTMENT OF EDUCATION:

JON J.P. FERNANDEZ
Superintendent of Education

Date: SEP 11 2020

TANIGUCHI RUTH MAKIO ARCHITECTS:

By: PRES. MICHAEL MAKIO

Its: PRESIDENT

Date: 9/10/2020

GUAM DEPARTMENT OF EDUCATION:

JAMES L.G. STAKE
Legal Counsel

Date: 09/10/20

CERTIFIED FUNDS AVAILABLE:

Digitally signed by: IDSAL
DN: CN = IDSAL email = idsalupan@gdoe.net O = ADO = GDOE OU = Certifying Officer
Date: 2020.09.10 18:01:54 +10'00'

CERTIFYING OFFICER
Department of Education

Date: 9/10/2020

Requisition No. 20200153

AMOUNT: $5,695,636.20

REVIEWED BY:

CARMEN T. CHARFAUROS
Supply Management Administrator

Date: 9/10/2020

APPROVED AS TO FORM AND LEGALITY:

LEEVIN T. CAMACHO
Attorney General of Guam

Date: 9/28/20

APPROVED:

LOURDES LEON GUERRERO
Governor of Guam

Date: 9/30/2020

19-0724 DOE

RECEIVED
09/11/20
OFFICE OF THE ATTORNEY GENERAL
SOLICITORS DIVISION

EXHIBIT 1

GDOE RFP 006-2020 and all Amendments

(Referenced on page 1 of 15)

ARCHITECTURAL AND ENGINEERING SERVICES FOR THE NEW SIMON SANCHEZ HIGH SCHOOL

Request for Proposal

No. 006-2020

Guam Department of Education
Supply Management Office
501 MARINER AVENUE, SUITE 116
BARRIGADA, GUAM 96913
T: +1 (671) 475-0438 / +1 (671) 300-1581
F: +1 (671) 472-5001
www.gdoe.net/procurement

CARMEN T. CHARFAUROS
Supply Management Administrator

TABLE OF CONTENTS

Section 1 - REQUEST FOR PROPOSAL (RFP) TIMELINE 3

Section 2 - PROJECT DESCRIPTION 4

Section 3 - GENERAL INSTRUCTIONS AND GENERAL INFORMATION 12

Section 4 - TERMS AND CONDITIONS 20

Section 5 - FORMS REQUIRED IN RESPONSE TO RFP 23

Section 6 - ATTACHMENTS 26

1.1. REQUEST FOR PROPOSAL (RFP) TIMELINE

DATE	ACTIVITY	TIME
Friday, December 13, 2019	RFP Issuance	8:00 a.m Chamorro Standard Time (ChST)
Wednesday, December 18, 2019	Pre-Proposal Conference and Site Visit	9:00 a.m. Chamorro Standard Time (ChST)
Thursday, December 26, 2019	Deadline for Submission of Written Questions	3:00 p.m. Chamorro Standard Time (ChST)
Friday, January 03, 2020	Deadline for GDOE Response to Written Questions	5:00 p.m. Chamorro Standard Time (ChST)
Monday, January 13, 2020	Deadline for Submission of Proposal	3:00 p.m. Chamorro Standard Time (ChST)

Request for Proposal (RFP) packages may be obtained at the GDOE's Office of Supply Management in Barrigada, Guam between 8:00 a.m. and 5:00 p.m. from Monday through Friday, excluding holidays. The RFP may also be downloaded at the GDOE's website at www.gdoe.net/procurement. Deadline for submission of all proposals is 3:00 p.m. Chamorro Standard Time (ChST), Monday, January 13, 2020. A non-refundable fee of $10.00 (cash only) is required upon pick-up.

Section 2 - PROJECT DESCRIPTION

2.1. PROJECT TITLE

GDOE RFP 006-2020
ARCHITECTURAL AND ENGINEERING SERVICES FOR THE NEW SIMON SANCHEZ HIGH SCHOOL

2.2. PURPOSE

The Guam Department of Education (GDOE/Owner) is soliciting proposals from qualified firms to provide Architectural and Engineering (A&E) Services and Owner Agent Engineer (OAE) Services to initiate the planning of the new Simon Sanchez High School as mandated by P.L. 34-101 and as reflected in 5GCA, CH 58D §58D105. The selected firm will perform as GDOE's A&E Design Representative, providing design and construction administration services and as GDOE's OAE for the administrative coordination of the predevelopment phases and plans of this project.

The new Simon Sanchez High School Facility shall be designed and constructed in two stages. Stage one shall consist of the design of the new school within the "unoccupied" area of the 113,688sm (28.09 Acre) Property (Lot 7022-2). Stage two shall consist of a demolition design of the existing campus (excluding the cafeteria) and a design of the new sports facility. The Firm shall develop design plans with construction sequences to ensure continuous undisturbed operation of the existing Simon Sanchez High School Facility during the entire project duration to include the timing and sequence for the demolition of the existing building and construction of the new sports facility. Construction cost of the new school facility will be discussed with the Most Qualified Offeror during the negotiations phase.

Term of Service will be based on the pre-development, design phase, construction, and the one-year construction warranty period not to exceed five years.

The Firm must possess a 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 Firm must maintain a local office inclusive of subs, must be properly insured and licensed to practice architecture and engineering in Guam and must maintain Professional Liability Insurance for the duration of the project.

A&E services shall be performed by an independent party on a standalone basis. A&E Services shall be independent from the Construction Management Services (CM) and shall not self-perform any services of the CM or be allowed to bid on any CM work. This includes the prohibition of any direct or indirect relationship with the Construction phase.

2.3. PROJECT DESCRIPTION

Prospective Offeror(s) must be fully aware of the services GDOE is seeking and must have the capabilities to execute the scope of service and the required deliverables stated herein. Section 2.3.2 to §2.3.2.4 identifies performance expectations for design deliverables at each phase of the design lifecycle. The design phase can be classified as (1) Conceptual Design (30 percent design completion); (2) Preliminary Schematic Design (60 percent completion); (3) Design Development (90% completion); (4) Final Design (100 percent completion). The following table identifies the sections and the corresponding percentages.

2.3.2.1 Research, Programing and Concept Design Phase ---------- 30%
2.3.2.2 Preliminary Schematic Design Phase ---------- 60%
2.3.2.3 Design Development Phase ---------- 90%
2.3.2.4 Final Construction Design, Construction Documentation, Permitting And Bidding Phase Preparation ----- 100%

The Firm shall serve as the primary designer, the administrative consultant and the representative to the owner (GDOE) and shall implement and coordinate the planning, design and construction administration services for the new Simon Sanchez High School. Services shall also include coordination with educational staff and key stakeholders in the predevelopment preparation of the design, construction, project phase schedule, cost estimates, preliminary studies, schematic design documents, preliminary plans and outline specifications, completion of working drawings, detailed specifications, large scale and full size detail drawings and the drafting of construction bid proposal as well as other relevant proposals as directed by the owner.

The Firm will be tasked to provide architectural and engineering services, which include civil, structural, mechanical, electrical, plumbing, fire protection, physical and electronic security systems as well as other authorized specialty services as deemed appropriate throughout the contract term.

A complete certified survey property map that depicts written metes and bounds description, topography and a scaled property plot plan will be provided to the Firm.

Any person, corporation, partnership, or association providing services under the heading of 'Firm' shall be required to have the following services performed by engineers, architects duly registered in the Territory of Guam. Such services shall fall under the broad definition of engineering and architecture.

The Firm is anticipated to conduct the following (but not limited to) proposed services as required:

- Site investigations
- Environmental Review
- Geotechnical Service
- Off-Site Utilities considerations
- Site improvement assessments
- Preparation of construction drawings, specifications and cost estimates
- Facility assessment reports
- Contractor material submittal review and approval
- Construction as-built drawings preparation
- Development of Furniture, Fixtures & Equipment (FF&E) needs
- Development of Capital Maintenance Program (5GCA Ch.58D)

2.3.1. GENERAL REQUIREMENTS

At minimum, the Firm will be responsible for the following tasks (in no particular order):

A. Meet and collaborate with the owner, and educational staff (key stakeholders) to review the goals and objectives of the project. This will involve engaging with GDOE Management, GDOE Simon Sanchez planning committee and Key Stakeholders in the prerequisites of designing the new campus.
B. Work with key stakeholders to develop designs that meet the educational specifications and programmatic needs while fully complying with building codes and maximizing cost.
C. Continual review of design documents and confirm conformance to the approved project budget.
D. Perform 30%, 60%, 90% and 100% operability and maintainability reviews to assess whether the design meets GDOE's requirements. As needed, the review will include recommended steps for keeping current campus facility operational during construction.
E. Engage GDOE and key stakeholders in the review process and keep them informed of critical milestone risks and potential risks to project objectives.
F. Prepare and manage the FF&E process with GDOE and Stakeholders to include identification of FF&E items, specifications, and quantity. This includes the organization of Owner Furnished Contractor Installed (OFCI), Contractor Furnished Contractor Installed (CFCI) FF&Es.
G. Organize regularly scheduled project team meetings with the Owner.
H. Prepare multiple Conceptual Design options, including preliminary programming, floor plans, elevations, site plans, alternative materials, systems recommendations, including life-cycle maintenance and energy efficiency.
I. Provide technical and constructability reviews of the design percentages at 30%, 60%, 90% and 100%.
J. Prepare Schematic Designs in CAD format to define and address all requirements determined from the conceptual designs as required in order to communicate the scope and intent of the work and to estimate cost.
K. Prepare Design Development plans and specifications to further define the details of the project as required and to update the estimated cost.
L. Prepare Construction Documents including detailed plans, specifications and bidding documents that clearly define the character, quality and quantity of work to be constructed for all disciplines.
M. Assist the Owner in Bid Package development for the finance and construction of the new Simon Sanchez High School to include specifications and scope of work/services development for financing and construction to include the analysis of submissions, conduction of pre-award conferences, and assist the negotiation committee as needed in the technical aspects of offers and other related activities as required by the owner.
N. Prepare progress and photo reports, record keeping, and other reports requested by the Owner.
O. Conduct site visits at intervals appropriate to the stage of construction.
P. Attend and participate in all Guam Education Board (GEB), Legislative Work Sessions/Meetings/Oversight Hearings, and Key Stakeholder Committee Meetings pertaining to the development of the New Simon Sanchez High School. This includes preparation of all documentation, presentations, Design and Construction Status and other necessary information to provide general understanding to the target audience.

Q. Include all requirements of other agencies as applicable (flood management, hazardous materials testing and remediation, etc.).
R. Perform as Commissioning Agent during construction and close-out phases.
S. Work with Construction Manager (CM) during design, construction and close-out phases.
T. Prepare a Capital Maintenance Program (5GCA, CH 58D, 58D106 (c)).
U. Perform all other related work as required by the Owner.

2.3.2. DETAILED SCOPE OF SERVICES

2.3.2.1. RESEARCH, PROGRAMMING AND CONCEPT DESIGN PHASE

This establishes overall direction for the Project, identifies participants and their defined roles and responsibilities, defines communication protocol and decision-making procedures, and establishes budget and schedule guidelines.

A. Research

1. Identify high level vision, goals, and objectives for the Project by conducting visioning/programming workshop(s) and interviews with the owner and key stakeholders.
2. Identify and document space and program needs to support efficient operations.
3. Identify energy efficient methods to support efficient operations.
4. Define strategies and available/required research to support these requirements.
5. Coordinate and attend site visits with key members of your design team to tour comparable existing facilities if the Owner elects to do so during this phase. Facilities will be collaboratively selected together with Owner's team.

B. Programming and Conceptual Design

1. The Firm shall review and utilize any relevant existing information available in all work performed, except that, the Firm shall be responsible for verifying any information prior to utilization. The Firm shall prepare and present conceptual design to demonstrate understanding of the conceptual program and propose ideas and options about appropriate design solutions.
2. The Firm shall coordinate and document square footage requirements of the spaces for the functions and program elements. At the conclusion of this phase, the Firm shall submit several conceptual plans and architectural program to the Owner for review, selection, and approval as the base for moving forward into Schematic Design. The Firm shall also submit a letter of concurrence and/or acceptance of the current and/or revised program.
3. The Firm shall develop and utilize space adjacency diagrams to demonstrate the relationship between spaces. The Firm shall develop and review the program thoroughly and recommend appropriate adjustments. Updates to the program shall be clearly documented tracking where changes are made and submitted to the Owner for final approval.
4. The Firm shall compile a preliminary list of specialized equipment and FF&E's. The list shall delineate the needs and objectives.
5. The Firm shall furnish all program verification information and preliminary list of specialized equipment, FF&E's and a detailed Project budget to the Owner.
6. The new Simon Sanchez High School is anticipated to accommodate a student capacity of up to 2,300 students and may contain up to 122 classrooms. The Firm shall compile all relevant information gathered from research and collaborations with the owner and key stakeholder to determine the concept design. The information gathered may result in student capacity and classroom quantity reduction. The new school facility may consist of but is not limited to the following:
   a. 122 Classrooms
   b. Administrative and Student Support Offices
   c. Cafeteria
   d. Gymnasium
   e. Library
   f. Fine Arts Auditorium
   g. Multi-purpose Room
   h. Courtyard/Rotunda
   i. Staff and Student Parking
   j. Outdoor Sports Facilities
      - Track and Field
      - Multi-Sport Football/Soccer Field
      - 8 Lane Running Track
      - Baseball and Softball Fields

C. **Phasing, Demolition and Grading Plans**

The Phasing, Demolition, and Grading Plans will include:

1. Site Plan clearly delineating the area of work, phasing strategy and demolition extent of Stage One and Stage Two of the New School Facility.
2. Demolition and Grading plans with a statement of work clearly specifying the scope of Work included ensuring continuous undisturbed operation of the existing School Facility during the entire project duration, and the timing and sequence for the demolition of the existing campus buildings.
3. Integration of site remediation plans and specifications prepared with environmental consultant.

In addition, the Firm will be responsible to coordinate and submit all required documents for the initial grading permit to Authorities Having Jurisdiction (AHJ) as well as the following:

1. Completion of the permit application form and obtaining permit approval with the Guam Department of Public Works Building Permit Section and any other applicable AHJ's as required.
2. Coordination of the remediation, demolition and grading plans with the structural plans/details and Geotechnical report recommendations.

2.3.2.2. PRELIMINARY SCHEMATIC DESIGN PHASE

This phase will define the overall design for the Project, provide a baseline through Design Development, and serve as a beginning template for the final Construction Documentation. The Firm will work with the Owner to develop schematic plans and 3D drawings to visualize the design. Initial plans and 3D design will address such issues as orientation, interior program needs, sightlines, building access, circulation, and code/regulatory requirements, etc.

The Construction Management (CM) will be selected during early design stages. Upon selection of the CM the Firm shall organize in collaboration with the Owner and CM a partnering workshop for all relevant stakeholders to establish the collaboration process and project communication protocol to facilitate successful delivery of the Project.

This phase 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. 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. The Firm shall coordinate with the CM to develop a preliminary cost model based on the schematic design for pre-construction reviews.

A. **Mechanical Electrical Plumbing (MEP) Engineering Design**

The MEP engineers on the team shall develop a complete integral design to achieve energy and cooling efficiency as required on the Project, including but not limited to the HVAC, electrical, domestic plumbing, sanitary sewer, roof drainage, and fire protection systems. The MEP engineers will coordinate heating, cooling and lighting loads incorporating high efficiency energy measures and taking into consideration the exterior skin design and orientation during the design. The MEP engineers shall where possible design for automated controls to minimize the amount of energy required to cool and light up the building, and investigate into the potential of taking advantage of natural ventilation and automatic dimming of electric lighting based on the amount of available daylight. The MEP engineers shall also be responsible for coordinating with the subcontractors for utility service connections for new site and building services.

B. **Analysis of Structural Systems**

Develop an analysis of structural system options for the Project, considering availability of materials, lead times, cost, and schedule. This task includes a deliverable in the form of a description of alternatives, and a cost analysis of various structural systems.

C. **Acoustics**

Develop acoustical requirements in conformance with Local and Federal and other applicable regulations for all spaces within the Project. Provide recommendations on criteria to the Owner and strategies for ensuring that criteria have been achieved. Provide plan for integrating acoustical requirements into the final bid documents and for overall quality control plan to ensure that acoustical criteria are achieved.

D. Security

Develop security concepts for both physical and electronic systems, and review with the Owner and relevant stakeholders. Establish a quality control plan to ensure that the security requirements are achieved, and that the Owner and relevant stakeholders have an active role in reviewing the security design from concept through construction, commissioning, and transition.

E. Other Schematic Design Tasks

1. Organize in collaboration with the Owner and CM a partnering workshop for all relevant stakeholders to establish the collaboration process and project communication protocol to facilitate successful delivery of the Project.
2. Coordinate/lead design presentations to Guam Education Board (GEB), Legislative Work Sessions/Meetings/Oversite Hearings, and Key Stakeholder Committee Meetings and the public as required.
3. Gather, coordinate site information needed to support the design e.g. soil condition, topography, flood plains, utilities, etc. Resolve site issues.
4. Identify applicable codes and Authorities Having Jurisdiction for approvals on the Project to include coordination of preliminary reviews. Assist in obtaining necessary approvals from these agencies to include the application of 1GCA Chapter 8, Article 2 Arts in Public Buildings and Facilities.
5. Coordinate work of all other specialists either as sub-consultants or consultants as required to successfully complete the Project.
6. Research and develop strategy for applicable energy-saving programs (e.g. Savings by Design, photovoltaic rebate, etc.) Assist the Owner to register the Project for applicable programs.
7. Obtain written approval from the Owner on the final Schematic Design package before proceeding to Design Development Phase.

2.3.2.3. DESIGN DEVELOPMENT PHASE

The Firm shall work closely with the Architectural, Structural, Civil and MEP engineers to provide detailed Design Development documents as required to fix and describe the size and character of the entire Project as to civil, landscape, architectural, structural, mechanical, plumbing, electrical, fire sprinkler, fire alarm and other applicable building systems, materials, and other such elements as may be appropriate to establish the exact character for the final design. At the end of this phase, at a minimum the following should be finalized and defined:

A. A fully coordinate design 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.
B. Final floor plans indicating wall types (to establish materials, fire rating, full/ceiling heights and acoustical rating, etc.), exterior and interior elevations (to show openings, doors and glazing systems, etc.), wall and building sections, and construction details.
C. Interior Space/Furniture Plan, including Fixed and Loose Furniture systems design and specifications.
D. Building sections and exterior wall sections developed indicating exterior materials and glazing systems.
E. Roof plan indicating any space for rooftop equipment, and pads.
F. Schedule of doors, frames, windows and hardware developed and clearly indicated on plans.
G. Detail sketches for the design of custom features and schedule of finishes for all spaces throughout.
H. Reflected ceiling plans (RCP) with ceiling materials defined and lighting design complete.
I. Integration of and with HVAC, Mechanical, Plumbing, Electrical, Fire Protection, AV/Phone and Security Systems.
J. Structural drawings illustrating the general structural design of the structure including structural framing, foundation, lateral support concept and special area treatments and feature designs.
K. Site and civil plans indicating grading/drainage, site utilities, hardscape, landscape and landscape furniture coordinated with the building, parking and access requirements.
L. Landscape and irrigation plans coordinated with civil finish grades and drainage, planting and ground cover coordinated with building and site furnishings.
M. Landscape paving and layout plans.
N. All equipment (and FF&E) plans.
O. Lighting photometric.
P. An outline specification including information from all the sub-consultants.
Q. Develop security concept package with cut sheets to include doors, locks, windows, glazing, cameras, lights, public address, bell system, alarms, communications, monitoring, and equipment.
R. Assist in selection of materials appropriate for the functions of the spaces.

Coordinate the design documentation including the following:

A. Mechanical zoning plan and volumes.
B. Mechanical equipment schedules and system diagrams.
C. Mechanical plan including equipment, duct and wet piping distribution.
D. Detailed mechanical plans for IDF/MDF rooms and other MEP spaces.
E. Electrical single line diagram.
F. Electrical lighting plans and schedule and coordinated with architectural RCP.
G. Electrical floor and roof plan with data outlets coordinated with all planned equipment. To include but not limited to; equipment location, electrical service, AV equipment and electrical connections, IDF/MDF services. All shall be coordinated with the Owners internal user groups. This should also coordinate with mechanical and plumbing systems equipment and with points of connection and power requirements.
H. Electrical enlarged plans for electrical rooms, IDF/MDF room.
I. Electrical site plan showing locations of Electrical transformers, site lighting, and connections.
J. Plumbing equipment schedule and system diagrams.
K. Plumbing plans coordinated with architectural floor plans, civil plans and any other requirements.
L. Fire sprinkler plans coordinated with architectural floor plans, civil plans and any other requirements. Equipment schedules and system diagrams shall also be provided.
M. Multi-disciplinary implementation strategy for energy-saving programs (e.g. Savings by Design, photovoltaic rebate, etc.) based on findings from Schematic Design. In addition to regular project coordination meetings, include also meetings to review finishes and custom features.

In addition to regular project coordination meetings, include also meetings to review finishes and custom features.

One presentation will be required at the end of this process so the Owner can review and approve the ultimate and final design in one complete package.

Throughout the design process the Firm shall work closely with the CM and Owner to evaluate budget, quality, potential schedule impacts as any other schedule recovery efforts are needed.

2.3.2.4. FINAL CONSTRUCTION DESIGN, CONSTRUCTION DOCUMENTATION, PERMITTING AND BIDDING PHASE PREPARATION

The complete design and construction documents for bidding shall be appropriately produced in coordination with the bidding schedule (to be determined). The Firm will make effort to ensure that design milestones and other deliverables are achieved as scheduled and without delay.

A. Construction Documentation Package (Deliverables)

The Firm shall prepare Construction Documents as required to obtain required permit for construction and to allow the Government to obtain bids based on the established bidding schedule for the construction of the Project. These documents will require a high degree of coordination with all consulting engineers and other associated vendors. The design 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.

Construction Documentation will include at least:

1. Fully coordinated, dimensioned and detailed construction floor plans, reflected ceiling plans, roof plans, sections, exterior and interior elevations showing locations and types of materials, doors, windows, partitions, etc. with all associated schedules and complete specifications for all relevant scope.
2. Enlarged plans, sections and details for specialized areas such as science classrooms, library, cafeteria, Nurse station/patient area, restrooms/locker/shower rooms, gymnasium, maintenance/storage rooms, IDF/MDF rooms, etc.
3. Interior elevations as required to describe the design of specific design features and highly coordinated areas.
4. Exterior wall and building sections including intersection details.
5. Detailed design drawings to be used as reference in the fabrication and/or installation of interior finish or equipment.
6. Fully coordinated schedules for finishes, doors, hardware and windows.

7. Fully coordinated and detailed furniture and equipment plans and schedules. Coordinate and advise on lead times as required to meet the Project schedule.
8. Finish plans with symbols and legends and schedule of finishes showing locations of color and materials
9. Fully coordinated and detailed structural drawings and calculations.
10. Fully coordinated Mechanical, Electrical and Plumbing Drawing and calculations.
11. Fully coordinated and detailed Civil drawings clearly indicating the phasing of construction and demolition.
12. Fully coordinated and detailed landscape/hardscape and parking plans.
13. Specifications manuals for the above, including installation, performance and warranty requirements.
14. Other details and specifications as required.
15. Power and communication plans showing the types and locations of electrical, data, telecommunications outlets and AV equipment. This should be coordinated with the services engineers who will provide the specifications of each piece of equipment.
16. Coordination of IT, AV, Security, and Furniture requirements.
17. Coordination with all Design Documents including assembling sets for printing.

The Firm and their sub-consultants will prepare, for submission to the Owner for design review and sign-off at the required stages of the design. Full complement of documentation will also be provided for development applications for plan check by Guam Department of Public Works and appropriate governmental agencies/planning advisor etc. The Firm will respond to inquiries from governmental agencies during the permit process if required, and incorporate all applicable comments into their design.

Throughout the design process the Firm shall work closely with the Owner to evaluate budget, quality, potential schedule impacts as any other schedule recovery efforts are needed. In case the cost estimate exceeds the budget, the Firm shall work diligently with the CM to update the design to meet the established budget.

Acceptance and approval of the Construction Documents by the Owner shall not constitute nor be deemed a release of the responsibilities and liability of the Firm and sub-consultants for the accuracy and competency of its Designs, Drawings, Specifications or other documents and services performed. No approvals or acceptance by or on behalf of the Owner shall be deemed to be an assumption of such responsibility by the Owner for any defect, error or omission in said Designs, Drawings, Specifications or other documents prepared by the Firm. The Firm agrees at its own expense to rework documents as necessary to correct its Designs, Drawings, Specifications or documents found to be in error.

B. Permitting and Bidding

The Firm will manage and coordinate the collection and distribution of all Contract Documents including Engineering Documents to the Guam Department of Public Works (DPW) Permitting Authority for building permit application and plan reviews. Permit applications will be submitted in two phases to ensure immediate occupancy of the new school facility and is not dependent on the completion of Stage Two (reference Section 2.2). Building Permit Phase 1 is the construction of the new school facility. Building Permit Phase 2 is the demolition of the existing facility and the construction of the new sports facility.

The Firm will work closely with the Owner to ensure an agreed bidding support process to maintain the ability to achieve all milestones timely without delay.

C. Other Tasks During This Phase:

1. Develop signage program and bidding documents.
2. Development interior/exterior color palette.
3. Provide final recommendations from acoustical consultant.
4. Develop a cost estimate of the design.
5. Review bids. Make recommendations to the Owner in writing for each bid.
6. Note: all corrections and revisions to drawings as a result of plan check reviews must be addressed with the Owner prior to the Owner signing the applicable construction documents.
7. Support the establishment of the Building Information Modeling (BIM) with the selected Construction Management Firm (CM).

2.3.2.5. CONSTRUCTION ADMINISTRATIVE SERVICES

During construction, the Firm will provide the following services and will actively participate in the field for:

- The Firm shall designate at least one representative available as needed during the construction phase to verify the construction's general conformance with the design intent of the Construction Documents and to address field coordination issues as they come up. The Firm's representative must be authorized to make design decisions.
- Review of submittals and shop drawings to verify conformance with design intent, finish specifications, and all manufacturers' details.
- Responses to the Bidders/Developer/Contractors/ Requests for Information (RFIs) and preparation of documentation for changes, clarifications, and interpretations to the Construction Documents as required.
- Review of applications for payment.
- Coordination required for the collection of design changes and as-built conditions for incorporation into the final record documents, inclusive of building signage. Record documentation must be provided to the Owner in the following formats:
  - AutoCAD
  - PDF
  - Original source files in other native electronic formats (e.g. Excel, Word, PowerPoint, etc.)
  - Hardcopies – Three (3) sets of full-size paper drawings (24"x36" or 30"x42")

A. Meeting Attendance

The following are the types of meetings expected to be attended by the Firm throughout the Project's construction duration:

1. Weekly Design Coordination Meeting between other members of the design team.
2. Weekly Owner/Contractor/Firm Meeting during each phase of the Project.
3. Any special coordination or change order meetings to resolve project challenges.

B. Document Distribution

The Firm shall be responsible for the printing and distribution of all copies of drawings and documentation required by Owner. Provide a budget allowance for reproduction with your fee proposal, assuming 10 copies for each major submission.

C. Transition Phase

1. During the Transition Phase, the Firm will need to be available in person or via telephone to answer questions by the Transition Team related to drawings and other documents.
2. Firm is required to coordinate training on equipment and systems to the Transition Team and selected staff, and all training shall be videotaped.
3. Firm shall coordinate with the County on the expected response times during the warranty period. No proprietary software can be used for deliverable.

2.4. PERSON'S RESPONSIBLE FOR DRAFTING SPECIFICATIONS

Randy P. Romero, Program Coordinator IV, Capital Improvement Projects, GDOE

Section 3 - GENERAL INSTRUCTIONS AND GENERAL INFORMATION

3.1. GENERAL INSTRUCTIONS

Proposal submissions that do not comply with the instructions contained in this section and throughout this RFP may, at the discretion of GDOE, be deemed nonresponsive and disqualified from consideration for award.

3.1.1. COMMUNICATION REGARDING THE RFP

ANY CORRESPONDENCE OR COMMUNICATION BY A POTENTIAL OFFEROR WITH GDOE MUST BE MADE IN WRITING VIA EMAIL ADDRESSED TO KATHRINA O. BAYSON, BUYER SUPERVISOR II AT kobayson@gdoe.net or BY FACSIMILE AT 671-472-5001 OR BY HAND DELIVERY AT THE GDOE SUPPLY MANAGEMENT OFFICE. ALL WRITTEN COMMUNICATIONS MUST REFERENCE RFP 006-2020 IN THE SUBJECT OR REFERENCE LINE.

3.1.2. ACCEPTABLE FORMAT OF PROPOSALS

It is GDOE's intention to select an Offeror who is best qualified to provide the services being procured through this solicitation. ***Offerors submitting proposals in response to this RFP must do so in writing.***

Each Proposal Package will consist of the Offeror's sealed Technical Proposal as described in **Section 3.1.3 – PROPOSAL PACKAGE REQUIREMENTS.**

The Proposal Package should be submitted in clearly marked and sealed envelopes or boxes and delivered to the address listed in **Section 3.1.4 – TIME AND DATE FOR RECEIPT OF PROPOSALS.**

The Proposal Package should be plainly marked as follows:

> The Guam Department of Education
> Request for Proposal No. **006-2020**
>
> Offeror's Name:_____
> Offeror's Address: _____
> Submittal Date: ____ / ____ / _____
> Submittal Time: ____:____a.m./p.m.
>
> Attention: **KATHRINA O. BAYSON**
> **BUYER SUPERVISOR II**

3.1.3. 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. The Offeror's **Cost Proposal Submittal** will be requested from the Best Qualified Offeror prior to Negotiations.

3.1.3.1. TECHNICAL PROPOSAL SUBMITTAL

The Technical Proposal should 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 should contain a thorough description of the Offeror's business and relevant activities and salient descriptions of the products and services being offered in response to this RFP. At a minimum, the Technical Proposal should demonstrate that the services meet the specifications contained in the following areas:

a. **Cover Letter that includes:**
   - The name of the offeror, the location of the offeror's principal place of business and, if different, the place of performance of the proposed contract;
   - The age of the offeror's business and average number of employees over a previous period of time, as specified in the Request for Proposals;

- The primary point of contact for the contract.
- Statement on whether the firm is operating as an individual proprietorship, partnership, corporation, or a joint venture and identification of any and all sub consultants.
- The state of incorporation of the firm and list and provide copies of all licenses obtained by the firm enabling it to operate.

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 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. At minimum, the following information shall be included:**
   - Organizational Chart: The organizational chart must include all Key Team Members and identify the relationships and duties of both the corporate staff and all proposed management and staff assigned to assist with the services under this RFP. The organizational chart must also include the labor category, and titles of all Key Team Members for this engagement and the firm they represent. In the event the Offeror's firm is a "joint venture/sub-consultant," the Offeror must indicate from which participating firm each Key Team Member originates. Present an organizational chart

     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. Describe the proposed organizational and reporting structure of your team for this Project. If the Offeror is a "joint venture/sub-consultant", they must be included in a clear statement of responsibility associated with each member and/or entity.

   - Primary point of contact: Identify the overall project coordinator or manager who will serve as the single point of contact and liaison between the GDOE and the offeror for all work under the contract. The manager candidate may be subject to the approval of GDOE:
     - Provide his/her resume and describe his/her qualifications
     - Explain why this person has been selected as the overall project coordinator/manager;

   - Key personnel: Provide the name(s), education, qualifications, experience, Certificate of Authorization, Certificate of Registration and the role of each key personnel assigned to perform 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;

   - Firm's experience and techniques used to control costs and schedules;

   - Describe the current and forecasted workload of the personnel included in your proposal for this Project;

   - Role and time commitment (% availability) of each team member, based on a forty (40) hour work week;

d. **A list of other contracts under which services similar in scope, size, or discipline to the required services were performed or undertaken within the past ten (10) years, which include each project's scope and location. Please provide a description of the experiences related to:**
   - A&E Design Services provided.
   - A&E Design Services performed under contract with the Government of Guam.
   - A&E Design Services of large design projects equivalent to the services identified in this RFP.
   - Consulting Services Provided.

e. **A detailed plan for performance of the services required by this RFP. The following information shall be included:**
   - 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 GDOE that the firm 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 GDOE that the firm'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 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 GDOE 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.

- Project Approach
  - Describe your Firm's design philosophy and how it relates to this Project.
  - Describe your Firm's methodology for completing this Project including coordination with stakeholders and the selected CM/GC. Indicate the number of meetings with the Owner and other consultants for each phase of the Project and the tasks/goals to be accomplished at each meeting. Specifically state who from your firm will attend each meeting and what their roles are.
  - If sub-consultants will be utilized, explain your contractual relationship and each firm's specific responsibilities during each phase of the Project and clearly state the responsibilities of each individual proposed for each phase of the Project.
  - Propose an overall Project schedule including each phase and proposed review time.
  - Describe your proposed strategy for the phasing of this Project including measures to ensure continuous undisturbed operation of the existing Simon Sanchez High School during the entire project duration, and the timing and sequence for the demolition of the existing building and the construction of the new Sports Facility.
  - Describe your firm's approach to determining the most efficient and cost effective structural and MEP systems for the Project. Identify your experience with various types of structural and MEP systems. Identify any unique opportunities for this Project related to these systems.
  - Explain how you will coordinate with relevant and local agencies during the design and construction phase to ensure timely approvals.
  - Present written assurances that if awarded the Project, the proposed team will be assigned for the entire duration of the Project. The Firm's team and associated sub-consultants to be employed in the performance of the Project shall not be changed except with the Owner's prior written acknowledgment and concurrence, which shall not be unreasonably withheld.

f. At least three (3) client references applicable to the scope of services, which include reference letters, contact names, telephone numbers and email addresses.

All of the above requirements shall be clearly titled and placed in the same order above in the Offeror's proposal. Each proposal will be evaluated based on the Evaluation Criteria specified in **Section 3.2.1.** Proposals shall be submitted on 8 ½ by 11 inch pages.

3.1.3.2. COST PROPOSAL SUBMITTAL

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

3.1.4. TIME AND DATE FOR RECEIPT OF PROPOSALS

Proposals must be received by GDOE no later than:

TIME: **3:00 p.m.** Chamorro Standard Time (ChST)
DATE: **Monday, January 13, 2020**

The GDOE Supply Management Office maintains the OFFICIAL TIME in this regard. Proposals may be submitted any time before the deadline for receipt of proposals.

Proposals received past the time indicated above, AS IT IS INDICATED IN THE SUPPLY MANAGEMENT OFFICE, will not be considered for award.

If delivered via hand delivery, United States Postal Service, Federal Express, DHL, or other courier service, proposals must be delivered to the following mailing/physical address:

MAILING/PHYSICAL ADDRESS: Guam Department of Education, Supply Management Office
Re: RFP No. 006-2020
501 MARINER AVENUE, SUITE 116
BARRIGADA, GUAM 96913-1608

3.1.5. RECEIPT AND OPENING OF PROPOSALS

Proposals sent via fax or email will not be considered. Proposals shall be hand delivered or mailed at the address specified on **Section 3.1.4 – TIME AND DATE FOR RECEIPT OF PROPOSALS**. Proposals delivered through mail and received after the submission date and time will not be considered for award. **Proposals will not be opened publicly**.

3.1.6. PROPOSAL VALIDITY

Submitted proposals must remain valid for at least ninety (90) days after the deadline for submission. Once awarded, prices shall remain firm throughout the term of this contract.

3.1.7. ALTERNATE OR MULTIPLE PROPOSALS NOT ACCEPTED

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

3.1.8. LATE PROPOSALS NOT ACCEPTED

Proposals received after the time and date specified in **Section 3.1.4 – TIME AND DATE FOR RECEIPT OF PROPOSALS** will be considered nonresponsive and disqualified from consideration for award.

3.1.9. TRADE SECRETS AND OTHER PROPRIETARY DATA

Offeror must complete and submit **GDOE Procurement Form 004** with the proposal, whether or not the Offeror wishes to designate information within the proposal as a Trade Secret or other Proprietary Information.

Blanket designations of confidentiality placed on the front cover of a proposal will not be accepted as a valid designation of proprietary information. Every item, page, section or subsection that the Offeror wishes to designate as a trade secret or proprietary data should be listed on GDOE Procurement Form 004 and also **clearly marked** and **separable** from the remainder of the proposal.

3.1.10. ACKNOWLEDGEMENT OF AMENDMENTS TO RFP

This RFP may not be modified unless done by an Amendment made in writing by the GDOE Supply Management Administrator. Offerors must acknowledge in writing the receipt of any amendments to this RFP. Each amendment will contain an Amendment Acknowledgement Form. For each amendment, offerors must sign the Acknowledgment Form and return the signed copy via email or fax to GDOE. Signed Acknowledgment Forms for every amendment must also be included with the technical proposal. **Offerors who fail to properly submit Amendment Acknowledgment Forms may be deemed nonresponsive and disqualified from participating in this solicitation.** Other than fax and email, Amendments and Clarifications may be downloaded or accessed through the GDOE website at https://www.gdoe.net/procurement. Prospective Offerors are solely responsible for checking the website on a daily basis.

3.1.11. PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference and Site Visit will be conducted in accordance with 2 GAR Div 4 §3109(g)(4), which will be held on:

TIME: **9:00 a.m.** Chamorro Standard Time (ChST)
DATE: **Wednesday, December 18, 2019**
PLACE: **Simon Sanchez High School, Main Office**

At any pre-proposal conference or site visit, GDOE may provide verbal answers to verbal questions from potential Offerors. **AT NO TIME SHALL A VERBAL ANSWER BE CONSIDERED AN OFFICIAL GDOE RESPONSE.** All questions must be submitted in accordance with **Section 3.1.12 – PRE-PROPOSAL WRITTEN QUESTIONS**. Only written answers may be relied upon.

3.1.12. PRE-PROPOSAL WRITTEN QUESTIONS

Potential Offerors may submit written questions concerning this RFP before the time and date listed below. Questions must be submitted in writing according to the instructions contained in **Section 3.1.1 – COMMUNICATION REGARDING THE RFP**. All questions and responses will be made available in writing to every potential Offeror. Questions submitted after the time and date below will not be considered or answered.

Questions regarding this RFP must be received in writing by GDOE no later than:

TIME: **3:00 p.m.** Chamorro Standard Time (ChST)
DATE: **Thursday, December 26, 2019**

3.1.13. EXPLANATION TO OFFERORS

No oral explanation in regards to the meaning of the specification will be made and no oral instructions will be given before the award of the proposal. Discrepancies, omissions, or doubts as to the meaning of the specifications should be communicated in writing to the named contact individual of GDOE for interpretation before the deadline for written questions specified in **Section 3.1.12 – PRE-PROPOSAL WRITTEN QUESTIONS**. Offerors should act promptly and allow sufficient time for a reply to reach them before submission of their proposals. Interpretation, if required, shall be made in the form of an amendment to the RFP, which will be forwarded to all prospective Offerors.

3.2. GENERAL INFORMATION

3.2.1. AUTHORITY TO ISSUE THIS RFP

This solicitation is issued subject to the Guam Procurement Act (5GCA Chapter 5) and applicable Guam Procurement Regulations and 5GCA, CH 58D §58D105.

3.2.2. EVALUATION FACTORS

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

10 Points Maximum

a. **Detailed 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.

10 Points Maximum

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

100 points (Total Maximum)

3.2.3. 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 Education 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.

3.2.4. MODIFICATION OR WITHDRAWAL OF PROPOSALS

Prior to the conclusion of discussions for this RFP, proposals may be modified or withdrawn.

3.2.5. SELECTION OF BEST QUALIFIED OFFEROR AND PROPOSAL

Pursuant to 5GCA, Div. 5, §58D105, the Evaluation Committee shall consist of:

- Superintendent of the Department of Education;
- Director or Deputy Director of Department of Public Works;
- Director or Deputy Director of Land Management; and
- Administrator or Deputy Administrator of the Guam Economic Development Authority.

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 **Section 3.2.1 – EVALUATION FACTORS** and shall be ranked accordingly. The Ranking of the proposals will be based on the average of the rankings 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.

The best qualified Offeror will be asked to participate in negotiations to discuss technical and price factors to ensure a mutual understanding of both GDOE's requirements and the Offerors' proposals, unless GDOE determines that there is no need to hold negotiations and the award is made based on the initial proposal received.

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

3.2.6. FAILURE TO NEGOTIATE CONTRACT WITH OFFEROR INITIALLY SELECTED AS BEST QUALIFIED

In the event that GDOE is unable to negotiate a contract with the best qualified Offeror, negotiations may be continued with the next qualified Offeror in accordance with 2 GAR Div. 4 §3114(l).

3.2.7. DETERMINATION OF RESPONSIBILITY

Responsibility of an Offeror will be determined in accordance with 2 GAR Div. 4 §3116. Offerors should be prepared to promptly provide to GDOE information relating to the Offeror's responsibility. Such information may include but is not limited to documentation of financial, personnel, and other resources; expertise; or records of performance. Failure of an Offeror to comply with a request by GDOE for information relating to responsibility may result in a determination that an Offeror is not responsible and therefore disqualified from an award.

Pursuant to 5 GCA §5201(g), responsiveness of an Offeror will be determined by compliance with the requirements of this RFP.

3.2.8. NOTICE AND EXECUTION OF AWARD

Any award pursuant to this RFP will not be complete until an agreement for the scope of work and the project is fully executed by the selected Offeror, GDOE, and other required parties. A sample agreement is included in this RFP as **ATTACHMENT A**. GDOE reserves the right to alter the sample agreement as allowed by applicable law or regulation.

3.2.9. CONTRACT PROVISIONS

GDOE reserves the right to include any part or parts of the Offeror's proposal in the final contract with the Offeror. Offeror will be subject to conditions and terms imposed by GDOE.

By submitting a proposal, the Offeror specifically understands and agrees that it has a duty to explain and clarify any and all conditions imposed on or included in its responses and questions in this RFP. The Offeror further understands that it has an affirmative duty to inquire about and clarify any section of the RFP that the Offeror does not understand or that the Offeror believes may be susceptible to more than one interpretation.

3.2.10. CONTRACT TERM

The Contract resulting from this RFP shall be for five (5) years, subject to the availability of funds and subject to the terms of this RFP and to the terms of the contract agreement.

In the event of contract cancellation due to unavailability of funds, Offeror will be reimbursed for unamortized, reasonably incurred, non-recurring costs. If contract is cancelled for lack of funds, Government will timely inform Contractor; but that neither party's rights under termination clause are affected.

3.2.11. SPECIAL PERMITS AND LICENSES

The Offeror shall, at its own expense, procure all permits, certificates, and licenses and give all notices and necessary reports required by law for this RFP. Failure to maintain required licenses or permits shall be grounds for immediate termination of the contract.

3.2.12. CONTRACT TYPE

A Firm Fixed Price Professional Services agreement will be consummated between the most responsible Offeror and GDOE.

3.2.13. FUNDING SOURCE

This project is locally funded and may be combined with other funding sources.

3.2.14. DELIVERY AND PERFORMANCE SCHEDULE

The Offeror who is awarded the solicitation guarantees that the service will be completed within the agreed upon completion date.

The selected Offeror shall commence work on the date specified in the Notice to Proceed. A contract for the goods and/or services procured through this RFP shall be subject to the availability of funds and applicable delivery and payment deadlines.

3.2.15. METHOD OF PAYMENT

Offerors submitting proposals in response to this RFP should be aware that payments for goods and/or services procured through this RFP will be made in installments agreed upon in the contract and tied to satisfactory completion and progress of assigned tasks.

Satisfactory completion shall be determined according to the terms specified in a contract executed pursuant to this RFP.

3.2.16. INSPECTION AND ACCEPTANCE OF GOODS

Offerors submitting proposals in response to this RFP should be aware that GDOE will inspect and test all goods, supplies, materials or equipment delivered in response to this RFP. GDOE reserves the right to reject and, at its discretion, require replacement of those items that are determined to be defective in material, construction, workmanship, manufacturing, or performance and/or that do not conform to the specifications described in this RFP.

3.2.17. VENDOR PERFORMANCE

Offeror who is awarded this solicitation, may, at the discretion of GDOE, be monitored and assessed based on their performance. Vendor performance will be reviewed before, during, and after the supplies or services have been delivered or performed.

The GDOE Supply Management Administrator or his/her designee may meet periodically with the selected Offeror for the purpose of reviewing progress and providing necessary guidance to the Offeror in solving issues.

3.2.18. JUSTIFICATION OF DELAY

If the Contractor cannot comply with the completion requirement agreed upon, it is the Contractor's responsibility to advise GDOE in writing explaining the cause and reasons of the delay. GDOE may make a reasonable extension of time.

3.2.19. LIQUIDATED DAMAGES

When the Contractor is given notice of delay or nonperformance as specified in 2GAR Div 4 § 6101(d) of the Termination for Default Clause of this RFP and fails to cure in the time specified, the Contractor shall be liable for damages for delay in the amount of one-fourth of one-percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonably obtains similar supplies or services if the vendor is terminated for default, or until the vendor provides the supplies or services if the vendor is not terminated for default. To the extent that the vendor's delay or nonperformance is excused under 2GAR Div 4 § 6101(d) (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this RFP, liquidated damages shall not be due the territory. The Contractor remains liable for damages caused other than delay.

3.2.20. PHYSICAL LIABILITY

If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of Guam Department of Education in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or property during the progress of work

herein covered, and to be responsible for, and to indemnify and save harmless the Guam Department of Education from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reasons of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Guam Department of Education against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Guam Department of Education when required.

3.2.21. TAXES

All Offerors are responsible for any taxes or fees that may be assessed or due for performance of work or delivery of services pursuant to this RFP. Specific information regarding Guam taxes may be obtained from the Guam Department of Revenue and Taxation.

3.2.22. COSTS OF PROPOSAL PREPARATION

All costs associated with preparation of a proposal in response to this RFP shall be solely the Offeror's responsibility. GDOE shall not be liable for any costs incurred by a potential Offeror in connection with this RFP. By submitting a proposal, the Offeror specifically waives the right against GDOE for any expenses incurred in proposal preparation. Submitted proposals become the property of GDOE. Offeror's request for the return of specific proprietary material may be honored.

3.2.23. CANCELLATION OF CONTRACT

Pursuant to 2 GAR Div 4 §3121(e)(1)(G), in the event of a cancellation due to unavailability of funds, GDOE will notify the Contractor on a timely basis, and Contractor will be reimbursed the unamortized, reasonably incurred, nonrecurring costs. If contract is cancelled for lack of funds, Government will timely inform Contractor; but that neither party's rights under termination clause are affected.

Section 4 - TERMS AND CONDITIONS

4.1. REFERENCE TO LAW AND REGULATIONS

Proposals submitted in response to this RFP must fulfill the requirements identified in this RFP. Each of the forms identified herein must be completed and returned according to the instructions provided. The term "GCA" refers to the Guam Code Annotated. The term "GAR" refers to the Guam Administrative Regulations, Division 4, Procurement Regulations. Administration of this RFP shall be subject to the Guam Procurement Law at 5 GCA Chapter 5 and the procurement regulations at 2 GAR Division 4.

4.2. LIST OF FORMS REQUIRED FOR ALL SOLICITATIONS

All Offerors must complete and submit originals of the forms identified throughout this RFP and collectively listed in **Section 5 - FORMS REQUIRED IN RESPONSE TO RFP.**

4.3. LAWS TO BE OBSERVED

The Offeror should be familiar with federal and local laws, codes, ordinances, and regulations, which, in any manner, affect those engaged or employed in the work, or the material or equipment, used in or upon the site, or in any way affect the conduct of the work. No misunderstanding or ignorance on the part of the Offeror will, in any way, serve to modify the provision of the contract.

4.4. DISCLOSURE OF OWNERSHIP AND COMMISSIONS

Offerors must expressly identify all major shareholders in accordance with 5 GCA § 5233. ***AG Procurement Form 002 (Rev. Nov. 17, 2005) must be completed and included with the Proposal.***

4.5. OFFERORS CERTIFY THAT PRICE OR OFFER WAS INDEPENDENTLY ARRIVED AT WITHOUT COLLUSION

Offerors must certify that the submitted price or offer was independently arrived at without collusion in accordance with 2 GAR Div. 4 § 3126(b). ***AG Procurement Form 003 (Jul. 12, 2010) must be completed and included with the Technical Proposal.***

4.6. PROHIBITION AGAINST GRATUITIES AND KICKBACKS

Offerors must certify to the best of their knowledge that neither they, nor any of their officers, representatives, agents, subcontractors, or employees, have violated or are violating the prohibition against gratuities and kickbacks set forth in 5 GCA §5630.

Offerors must certify to the best of their knowledge that neither they, nor any of their officers, representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback, gratuity or offer of employment in connection with the Offeror's response to this RFP. 5 GCA § 5630(c); 2 GAR Div. 4 § 11107(3) and 11107(4)(e). ***AG Procurement Form 004 (Jul. 12, 2010) must be completed and included with the Technical Proposal.***

4.7. REPRESENTATION REGARDING ETHICAL STANDARDS

Offerors must affirm 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. ***AG Procurement Form 005 (Jul. 12, 2010) must be completed and included with the Technical Proposal.***

4.8. REPRESENTATION REGARDING CONTINGENT FEES

Offerors must affirm that it has not retained a person to solicit or secure a territorial 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, in accordance with 5 GCA § 5631. ***AG Procurement Form 007 (Jul. 12, 2010) must be completed and included with the Technical Proposal.***

4.9. PROHIBITION AGAINST EMPLOYMENT OF SEX OFFENDERS

Any entity providing services pursuant to this RFP is prohibited from employing sex offenders to provide the goods or services procured through this RFP, in accordance with 5 GCA § 5253, which states:

§5253. Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues.

(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.

...

(d) any contractor found in violation of §5253(b), after notice from the contracting authority of such violation, shall, within twenty-four (24) hours, take corrective action and shall report such action to the contracting authority. Failure to take corrective action within the stipulated period may result in the temporary suspension of the contract at the discretion of the contracting authority.

SOURCE: Added by P.L. 28-24:2. Amended by P.L. 28-98:2 (Feb. 7, 2006).

***GDOE Procurement Form 002* must be completed and included with the Technical Proposal.**

4.10. WAGE AND BENEFIT DETERMINATION FOR SERVICES

Offerors must pay employees providing services procured through this RFP in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam. 5 GCA § 5801 and § 5802, as applicable. A copy of the most recent wage determination is included herein. The Wage Determination for Guam and the Northern Mariana Islands also can be found on the U.S. Department of Labor's website: http://www.wdol.gov.

Offerors submitting proposals in response to this RFP must provide health and similar benefits for employees, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by U.S. Department of Labor and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee in accordance to 5 GCA §5802. ***AG Procurement Form 006* (Feb. 16, 2010) must be completed and included with the Technical Proposal.**

4.11. EQUAL EMPLOYMENT OPPORTUNITY

Section 3.01 of the Executive Order 10935 dated March 7, 1965 requires the Offeror not to discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Offeror will take affirmative action to ensure that employees are treated equally during employment without regard to their race, creed, color or national origin.

4.12. MANDATORY DISPUTES CLAUSE

In accordance with Guam procurement law, all controversies between the territory and the Contractor which arise under, or by virtue of, this contract and which are not resolved by mutual agreement, shall be decided by the GDOE procurement officer in writing, within 60 days after written request by the Contractor for a final decision concerning the controversy; provided however that if the procurement officer does not issue a written decision within 60 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as if an adverse decision had been received. The procurement officer shall immediately furnish a copy of the decision to the Contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless fraudulent, or the Contractor brings an action seeking review of the decision before the Guam Office of Public Accountability. The Contractor shall comply with any decision of the procurement officer and proceed diligently with performance of this contract pending final resolution by the Office of Public Accountability or the Superior Court of Guam of any controversy arising under or by virtue of this contract, except where there has been a material breach of the contract by GDOE; provided, however, that in any event the Contractor shall proceed diligently with the performance of the contract where GDOE has made a written determination that continuation of work under the contract is essential to public health and safety.

Any disputes for expenses incurred in reliance upon this Agreement shall be subject to the Government Claims Act found at Title 5, Guam Code Annotated, Chapter 6.

4.13. RIGHT OF GDOE TO CANCEL OR REJECT PROPOSALS

GDOE reserves the right to cancel this RFP at any time when it is in the best interests of the Department, in accordance with 5 GCA §5225 and 2 GAR Div. 4 §3115(c).

GDOE reserves the right to reject any proposal in whole or in part when it is in the best interests of the Department, in accordance with 2 GAR Div.4 §3115(e)(2).

GDOE may resolicit for proposals when it is deemed to be in the best interest of GDOE.

EXHIBIT 2

Contractor's Cost Proposal

(Referenced on page 1 of 15)

TRMA

Taniguchi Ruth Makio Architects

June 15, 2020

Jon J.P. Fernandez, Superintendent
Guam Department of Education
501 Mariner Avenue
B-Building, Suite 116
Barrigada, Guam 96913

Attn: Carmen T. Charfauros, Supply Management Administrator

Subject: Architectural and Engineering Services Fee Proposal for the New Simon Sanchez High School

Buenas Mr. Fernandez,

TRMA is pleased to provide GDOE with our updated A/E Services Project Fee Proposal for Owner-Agent, Design, Bidding, and Construction services for the New Simon Sanchez High School. TRMA's fee proposal supersedes the initial 3/12/20 Proposal; and the 5/8/20 and 5/22/20 additional information. Our scope of services remains as previously described except for the following revisions per the 6/11/20 negotiation meeting comments:

- Delete Structural Special Inspections
- Revise Invoicing Schedule for 30%, 60%, 90%, and 100% submissions

TRMA confirms that all costs for the Owner-Agent, Design, and Designer of Record Bidding/Construction A/E Services for the delivery of the project are covered by our fee proposal.

Other topics were discussed during the negotiating meeting. Questions were posed regarding potential schedule impacts and building cost impacts. Considerations for pandemics and bid evaluation were also briefly discussed. TRMA notes that information on potential impacts is uncertain, and that GDOE will be advised accordingly as the information evolves. GDOE also advised that specifics on TRMA's role in Bid Evaluation and Recommendation will be provided. Additionally, TRMA and GDOE will work out specifics on the project schedule.

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Project Schedule:

- NTP 7/6/20 & Receipt of Topographic Survey Information
- Concept Design: 7/6/20 – 8/11/20
  - *Design Committee Planning Meetings: 7/6/20 – 7/28/20 (16 total)*
  - *Consultant Coordination: 7/6/20 – 8/3/20*
  - *Environmental Survey*
  - *Geotechnical Investigation*
  - *Traffic Study*

  Concept Design Presentation and GDOE Review: 8/17/20 – 8/21/20
- 30% Schematic Design: 8/11/20 – 10/26/20
  - *Weekly GDOE Planning Meeting: 8/24/20 – 10/16/20 (8 total)*
  - *Bi-Weekly Consultant Coordination Meeting: 8/24/20 – 10/16/20 (4 total)*
  - *Government Agency Coordination: 8/11/20 – 10/23/20*
  - *Consultant Coordination*
  - *CM Coordination*
  - *Environmental Survey*
  - *Geotechnical Investigation*
  - *Traffic Study*
  - *Monthly Project Reports*

  Schematic Design Presentation and GDOE Review: 10/27/20 – 10/30/20
- 60% Design Development: 10/26/20 – 1/22/21
  - *Weekly GDOE Planning Meeting: 11/2/20 – 1/15/21 (10 total)*
  - *Bi-Weekly Consultant Coordination Meeting: 11/5/20 – 1/15/21 (5 total)*
  - *Government Agency Coordination: 10/26/20 – 11/25/20*
  - *Consultant Coordination*
  - *CM Coordination*
  - *Monthly Project Reports*

  Design Development Presentation and GDOE Review: 1/25/21 – 1/29/21
- 90% Bid Documents: 1/22/21 – 5/8/21
  - *Weekly GDOE Planning Meeting: 2/1/21 – 4/16/21 (11 total)*
  - *Bi-Weekly Consultant Coordination Meeting: 2/1/21 – 4/16/21 (5 total)*
  - *Consultant Coordination*
  - *CM Coordination*
  - *Monthly Project Reports*

  Bid Document Presentation and GDOE Review: 5/10/21 – 5/14/21
- 100% Construction Documents: 5/8/21 – 6/28/21
  - *Weekly GDOE Planning Meeting: 5/17/21 – 6/18/21 (5 total)*

- *Bi-Weekly Consultant Coordination Meeting: 5/18/21 – 6/18/21 (2 total)*
- *Consultant Coordination*
- *CM Coordination*
- *Monthly Project Reports*

Construction Document Presentation and GDOE Review: 6/29/21 – 7/2/21

- Bid: 5/8/21 – 12/4/21
  - *Weekly GDOE Bid Coordination Meeting: 5/10/21 – 12/4/21 (30 total)*
  - *Bid Document Issuance: 5/10/21*
  - *Pre-Bid Conference & Site Visit: 6/7/21 – 6/11/21*
  - *RFI Responses 5/10/21 – 6/28/21*
  - *Construction Document Issuance: 6/28/21*
  - *RFI Responses 6/28/21 – 9/17/21*
  - *Consultant Coordination*
  - *CM Coordination*
  - *Monthly Project Reports*
  - *Bid Opening 10/15/21*
  - *Bid Evaluation and Recommendation 10/15/21 – 11/5/21*
- Permitting: 6/28/21 – 12/4/21
  - *Weekly GDOE Planning Meeting: 6/28/21 – 12/4/21 (22 total)*
  - *Weekly Building Permit Processing and Agency Coordination*
  - *Consultant Coordination*
  - *CM Coordination*
  - *Monthly Project Reports*
- Construction Phase 1: 12/4/21 – 2/4/24
  - *Weekly Construction Coordination Meeting: 12/4/21 – 2/4/24 (113 total)*
  - *Consultant Coordination*
  - *CM Coordination*
  - *On-site Coordination meetings (4 per month)*
  - *Site Observation Reports (2 per month)*
  - *Payment Application Review & Certification*
  - *Structural Special Inspections*
  - *Substantial Completion Inspection Report and Certificate*
  - *Final Completion Inspection Report*
- Construction Phase 2: 11/11/23 – 1/4/25
  - *Weekly Construction Coordination Meeting: 2/11/24 – 1/4/25 (8 total)*
  - *Consultant Coordination*
  - *CM Coordination*
  - *Periodic Site Observation Reports*

- *Payment Application Review & Certification*
- *Structural Special Inspections*
- *Substantial Completion Inspection Report and Certificate*
- *Final Completion Inspection Report*

This schedule allows for issuance of Bid Documents by 5/8/21 (10 months from NTP approximately). The dates identified above are estimated and will shift accordingly with actual dates of the activities. It is important to note that TRMA is maintaining the Bid, Permit, and Construction Timeframes outlined in the RFP Response, which intends for the project bidding to commence with the 90% Submittal and end after the 100% Submittal.

GDOE Design Committee input is limited to the 7/6 – 7/28 planning meetings and at each submittal review. The 30% Submittal Review comments will establish the basis of design. Significant changes to the Design requested after the 30% Submittal Review comments will affect the schedule. Additionally, the current pandemic situation may require some modification of the schedule.

A/E Services & Fees:

TRMA's fee proposal includes basic and specialty A/E services based on the estimated scale and scope of the project requirements outlined in the RFP document. Refer to attachments included with this proposal for additional explanation of the scope of services and limits. TRMA's standard 1.15 multiplier is added to subconsultant fees. The services and associated fees are summarized below.

Basic A/E Design and Construction Services:

• Architecture	$1,351,000.00
• Civil Engineering	$ 275,963.20
• Structural Engineering	$ 859,130.50
• Mechanical & Fire Protection Engineering	$ 496,469.95
• Electrical Engineering (Power & Lighting)	$ 577,235.60
• Electrical Engineering (Telecom)	$ 447,732.95
• Landscape Architecture	$ 194,721.45

Specialty Services:

• Owner Agent Representation (Design, Bid, Permitting, Construction)	$ 120,000.00
• FF&E Coordination	$ 90,000.00
• Geotechnical Investigation	$ 107,985.00
• Archaeological Survey	$ 37,039.20
• Traffic Study	$ 11,500.00
• Environmental Assessment	$ 87,493.15
• Commissioning	$ 361,289.75
• Cost Estimating	$ 203,791.50
• Acoustical Design	$ 87,279.25
• Audio-Visual Design	$ 101,384.00
• Auditorium Stage Design	$ 76,245.00
• Sports Field Lighting	$ 50,209.00
• Auditorium Electrical Systems	$ 24,040.75
• PV system	$ 16,807.25
• Backup Power	$ 14,041.50
• A/C System Power Conditioner	$ 12,339.50
• Security System Design	$ 45,691.80
• Cable TV Systems	$ 22,845.90
• Structural Special Inspections (DELETED)	$ 00.00

Reimbursables

• Centralized Project Data Cloud Storage	$ 8,400.00
• Printing	$ 15,000.00
GRAND TOTAL	$5,695,636.20

Refer to the attached Billing Schedule for the fees that will be invoiced with each Submittal and on a monthly basis during Construction.

Note:

1. Building Department and Agency Fees are not included in this proposal.
2. Reimbursables such as printing, scanning, long distance calls, courier services, will charged to GDOE with TRMA's 1.15 markup.
3. Printing costs included in this fee proposal are limited to $15,000.
4. TRMA will refine the schedule based on the Final Agreement.

TRMA is excited to move forward with GDOE on this major endeavor. Please let us know if you need additional information on this matter.

Senseramente,

Cedric Cruz, AIA
for Michael W. Makio, AIA

Attachments:

Attachment 1 TRMA Owner Agent and Architecture Services and Deliverables Description; Man-Hour Breakdown; 3/12/20 Proposal Excerpt; Concept Plan
Attachment 2 DCA Civil Fee Proposal & Man-Hour Breakdown
Attachment 3 DCA Structural Fee Proposal & Man-Hour Breakdown
Attachment 4 WM Engineers Fee Proposal & Man-Hour Breakdown
Attachment 5 EMCE Fee Proposal & Man-Hour Breakdown
Attachment 6 InSynergy Telecommunications & Commissioning Fee Proposal & Man-Hour Breakdown
Attachment 7 Belt Collins Fee Proposal
Attachment 8 Geo Engineering & Testing Fee Proposal
Attachment 9 International Archaeology Fee Proposal & Man-Hour Breakdown
Attachment 10 DCA Traffic Study Fee Proposal & Man-Hour Breakdown
Attachment 11 DCA & IHP Environmental Assessment Fee Proposal & Man-Hour Breakdown
Attachment 12 J.Uno Fee Proposal
Attachment 13 DL Adams Fee Proposal & Man-Hour Breakdown
Attachment 14 6/15/20 TRMA Billing Schedule: SSHS 2020 – 2025

Owner-Agent Services:

A. Design
   1. Facilitate Daily Concept Design Meetings
   2. Facilitate Weekly Planning Meeting Attendance with GDOE / Minutes
   3. GDOE Design Committee Meeting Presentations / Attendance
   4. Education Board Meeting Presentation / Attendance
   5. Legislative Oversight Meeting Presentation / Attendance
   6. Coordination of Environmental Assessment, Archaeological Survey, and Geotechnical Investigation.
   7. Design QC Review
   8. CM Coordination
   9. Monthly Project Status Reports

B. Bid
   1. Weekly Planning Meeting Attendance with GDOE ~~/ Minutes~~
   2. Procurement Assistance
   3. Permit Processing prior Bid Award
   4. Pre-Bid Conference / Site Visit Presentation / Attendance / Notes
   5. Coordination of A/E Responses to Bidder questions / RFI
   6. Bid Evaluation & Award Recommendation
   7. CM Coordination
   8. Monthly Project Status Reports

C. Construction
   1. Weekly Construction Meeting Attendance
   2. Site Visit / Walk-through Presentation / Attendance
   3. CM & A/E Coordination
   4. Monthly Project Status Reports

Architecture Services:

A. Design
   1. Agency Coordination
   2. Cost Estimate Coordination
   3. Engineering Design Coordination

4. Building Code and Regulation Analysis
5. Architectural Drawings, Specifications, Project Manual and Basis of Design
6. FF&E Coordination

B. Bid / Permitting

1. Engineer Coordination of responses to Contractor RFI's ~~and Agency Review~~ Comments.
2. Final Construction Documents Coordination and Preparation
3. Bid Evaluation Assistance

C. Construction

1. RFI responses and Submittal reviews
2. Engineer Coordination
3. Periodic Observations (1-2) per month
4. Weekly Site conferences
5. Substantial Completion Inspection
6. Final Inspection

Deliverables:

TRMA will oversee the A/E effort to provide the following deliverables for each submittal.

Concept Design

- Preliminary Basis of Design that Summarizes the Design Requirements for the Project
- Preliminary Project Manual and Specifications
- Preliminary Code Review
- Preliminary Project Site Plans showing the general building location, required setbacks, vehicular access and circulation, pedestrian access and circulation, emergency vehicle access and circulation, parking
- Preliminary Building Plans showing the general building layout, room sizes, doors, windows, accessibility, and egress
- Preliminary Building Elevations showing the general building structure
- Preliminary Building Sections showing the general configuration and relationships of the building structure

- Preliminary Perspectives / Axonometric Images showing 3-dimensional views of the site development and building exterior
- Preliminary Landscaping
- Preliminary Construction Cost Estimate

30% Schematic Design

- Revisions per the Concept Design Review Comments
- Preliminary Basis of Design that Summarizes the Design Requirements for the Project
- Preliminary Project Manual and Specifications
- Preliminary Code Review
- Preliminary Project Site Plans showing the general building location, required setbacks, vehicular access and circulation, pedestrian access and circulation, emergency vehicle access and circulation, parking, storm water drainage system, site utilities, site lighting, landscaping, and site signage
- Preliminary Building Plans showing the general building layout, room sizes, doors, windows, plumbing fixtures, casework, accessibility, egress, fire protection, specialty equipment, OFCI work, mechanical equipment, electrical equipment, and landscaping
- Preliminary Building Elevations showing the general building structure, doors, windows, roof drainage, overhangs, finishes, signage, finishes, specialty equipment, OFCI work, fire protection, mechanical equipment, and electrical equipment
- Preliminary Building Sections showing the general configuration and relationships of the building structure, windows, partitions, thermal & moisture protection, finishes, specialty equipment, OFCI work, fire protection, mechanical equipment, and electrical equipment
- Preliminary Perspectives / Axonometric Images showing 3-dimensional views of the site development and building exterior and interior based on the Schematic Design
- Updated Construction Cost Estimate

60% Design Development

- Revisions per the 30% Design Review Comments
- Updated Basis of Design
- Updated Project Manual and Specifications
- Updated Code Review

- Engineering Calculations
- Updated Project Site Plans with additional details
- Updated Overall Building Plans
- Updated Building Elevations
- Updated Building Sections
- Enlarged Plans and Interior Elevations with additional details
- Enlarged Building Elevations and Sections with additional details
- Wall Sections
- Room Finish Schedule
- Door & Window Schedules
- Typical Construction Details
- Engineering Diagrams
- Foundation and Beam Schedules
- Equipment and Lighting Schedules
- Fire Protection Drawings
- Updated Perspectives / Axonometric Images
- Updated Landscaping Drawings and Specifications
- Updated Construction Cost Estimate

<u>90% Bid Documents</u>

- Revisions per the 60% Design Review Comments
- Basis of Design
- Updated Project Manual and Specifications
- General Notes and Requirements
- Updated Code Review
- Updated Engineering Calculations
- Project Site Plans and Sections
- Overall Building Plans
- Building Elevations
- Building Sections
- Enlarged Plans and Interior
- Enlarged Building Elevations and Sections
- Wall Sections
- Room Finish Schedule
- Door & Window Schedules
- Typical Construction Details

- Updated Landscaping Drawings and Specifications
- Drawing Scales and Dimensions
- Perspectives / Axonometric Images
- Construction Cost Estimate

100% Permit Documents

- Revisions per 90% Design Review Comments, Agency Review Comments, and Bid RFI Responses
- Final Basis of Design
- Certified Final Drawings, Project Manual, Specifications, and Calculations
- Construction Cost Estimate