
Simon Sanchez High School P3 Agreement

Thuy Nguyen <tnguyen@ssfm.com>
To: Donna Herrero <donna.herrero@dpw.guam.gov>

Mon, Nov 17, 2025 at 11:27 AM

Hi Ms. Donna,

Please print email below regarding CTI's Conduit Issuer's.

Best regards,

Thuy Nguyen | Program Technician



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215 Rojas Street, Suite 213 | Harmon, Guam 96913
T 808.531.1308 | D 808.913.0346

From: Lester Carlson <lester.carlson@bbmr.guam.gov>
Sent: Tuesday, October 7, 2025 11:18 AM
To: Joseph W Duenas <jduenas@ssfm.com>; Lester Carlson <lester.carlson@bbmr.guam.gov>; Wang, John Y. <jwang@orrick.com>; Rankin, Christine <crankin@orrick.com>; Edward <edward.birn@doa.guam.gov>
Cc: Tina Garcia - GEDA (cgarcia@investguam.com) <cgarcia@investguam.com>; Vince Arriola <vince.arriola@dpw.guam.gov>; Linda Ibanez <linda.ibanez@dpw.guam.gov>; John F. Calanayan <john.calanayan@dpw.guam.gov>; K. Erik Swanson PhD <keswanson@gdoe.net>; Carla Benita Masnayan <cdmasnayan@gdoe.net>; Cedric Cruz <Ccruz@traguam.com>; Terrence M. Brooks <TMB@guamlaw.net>; Tom Keeler <tkeeler@oagguam.org>; jguthrie@oagguam.org; DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>
Subject: Re: Simon Sanchez High School P3 Agreement

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Hafa Adai Joe!

CTI confirmed their Conduit Issuer will be the National Finance Authority (New Hampshire)

Still awaiting confirmation from CTI on who the Trustee and Co-Trustee/Paying Agent will be.

I note the construction contract used to build JFK appears to be a DPW contract format with the contractor penned in as IBC

JOE: PLEASE SEND THE INSURANCE AND MAINTENANCE AGREEMENT TO THIS GROUP FIRST BEFORE SENDING TO CTI, EDWARD NEEDS TO CHIME IN ON THE INSURANCE COVERAGE DETAILS

On Tue, Oct 7, 2025 at 10:41 AM Joseph W Duenas <jduenas@ssfm.com> wrote:

[Quoted text hidden]

SSHS: Conditional acceptance of CTI proposal

Thuy Nguyen <tnguyen@ssfm.com>
To: Donna Herrero <donna.herrero@dpw.guam.gov>

Mon, Nov 17, 2025 at 11:18 AM

Hi Ms. Donna,

Please print this for the filing - CTI signed the contract.

Best regards,

Thuy Nguyen | Program Technician



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215 Rojas Street, Suite 213 | Harmon, Guam 96913
T 808.531.1308 | D 808.913.0346

From: Donna Herrero <donna.herrero@dpw.guam.gov>
Sent: Tuesday, September 30, 2025 11:45 AM
To: Thuy Nguyen <tnguyen@ssfm.com>

[Quoted text hidden]

[Quoted text hidden]

 **Signed Conditional Acceptance of CTI Proposal - New SSHS.pdf**
242K



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

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



VINCENT P. ARRIOLA
Director

LINDA J. IBANEZ
Deputy Director

ERNEST G. CANDOLETA, JR.
Deputy Director

September 22, 2025

Mr. Eun Ho, Chairman
Core Tech International
388 South Marine Corps Drive, Suite 400
Tamuning, Guam 96913

SUBJECT: CONDITIONAL ACCEPTANCE OF CTI PROPOSAL
New Simon Sanchez High School (FDDBLM)
Project No. 730-5-1059-L-YIG

Buenas yan Håfa Adai! Thank you for your continued partnership with the Government of Guam. We hereby inform you that we have conditionally accepted your proposal dated August 22, 2025. DPW also acknowledges receipt of CTI's letter dated August 29, 2025, which is deemed nonresponsive under the RFP and therefore rejected.

As noted in our most recent meeting between Core Tech International (CTI) and the Government of Guam, the Department of Public Works and the Guam Department of Education agreed to seek legal guidance before proceeding. Following review, and in accordance with the Ma Kåhat Act (5 GCA Ch. 58D) and the requirements of the Request for Proposal (Project No. 730-5-1059-L-YIG, as amended by Addendum 1), we are writing to confirm acceptance of your proposal, subject to the following conditions:

1. **Subject to Appropriation:** Your proposal and the Government's acceptance are expressly subject to annual legislative appropriations, as required under §58D109(b) of the Ma Kåhat Act, which provides that all leaseback payments must be appropriated annually by I Liheslaturan Guåhan. Accordingly, no obligation shall arise unless and until the Legislature enacts the annual leaseback appropriations and the two additional construction appropriations, and the Government of Guam shall have no liability in the absence of such appropriations. Although legislative action on the Fiscal Year (FY) 2026 Budget has not yet taken place, the sum of \$16.3M is included in Bill 44-38 specifically for Simon Sanchez High School pre-construction. The Government of Guam cannot guarantee a similar action will take place in FY 2027, but we will extend our best efforts to work with the 38th Guam Legislature to secure this funding.
2. **Programmatic Compliance:** The school shall be designed and constructed consistent with the programmatic documents, including Wing A, Wing B, Wing C, and the **Auditorium**, together with all FF&E and program elements identified in the RFP and Addendum 1. This requirement reflects DPW's August 15, 2025, letter and Addendum 1 responses confirming that all FF&E and all program elements must be delivered in the final project scope.

3. **Leaseback Terms:** The leaseback period shall commence upon completion of the project and acceptance by the Government of Guam, as required by §58D103(b) of the Ma Kâhat Act, which authorizes leasebacks only after project completion and limits the leaseback period to no more than 30 years from that date. At the end of the lease period, title to the school and its furniture, fixtures and equipment transfer to the Government of Guam.


This acceptance is made in full compliance with the Ma Kâhat Act and the governing RFP, ensuring that the procurement process remains fair, transparent, and defensible. This letter constitutes the Government's firm and final offer. Pursuant to the RFP provisions regarding failure to negotiate with the best-qualified proposer, CTI must confirm acceptance of these terms within three (3) business days of receipt. Failure to comply will result in termination of negotiations, and the Government will proceed with the next most qualified proposer. No protest is available under the RFP framework once negotiations are terminated with the best-qualified proposer.


We appreciate Core Tech International's cooperation in aligning its proposal with the Government of Guam's requirements, and we look forward to working together to deliver a modern, resilient school facility that will serve Guam's students and community for generations. The Government of Guam will collaborate further with you to finalize the contractual documents, including the maintenance and insurance agreements.

Please signify Core Tech International's agreement to the terms of this letter by signing below.

Sincerely,


VINCENT P. ARRIOLA
DPW Director


K. ERIK SWANSON, PhD
GDOE Superintendent
SSHS Evaluation Committee Chair


Concurred by:
EUN HO
Chairman, Core Tech International

Sep 25, 2025
Date

cc: GEDA CEO/ Administrator
Simon Sanchez High School Principal

Attachments: CTI Letter Dated August 22, 2025

August 22, 2025

Mr. Vincent P. Arriola
Director
Department of Public Works

Subject: New Simon Sanchez High School (Project No. 730-5-1059-L-YIG)

Dear Mr. Arriola,

Core Tech International Corporation (CTI) is pleased to submit this final proposal in response to your letter dated August 15, 2025, outlining the Government of Guam's requirements for the New Simon Sanchez High School project.

We fully acknowledge and understand the following project requirements:

- The facility must accommodate 2,000 students.
- The design must include 87 classrooms.
- All wings, including C Wing, must be constructed without omission.
- Construction must encompass all Furniture, Fixtures, and Equipment (FF&E).
- The total project cost, including FF&E and the 1% allocation for Arts in Public Buildings and Facilities under Public Law 20-27, may not exceed \$143 million.

We understand the \$143 million is subject to \$166 million bond principal cap. Splitting the funding sources into two — bond financing for 30 years and direct payment for two years during construction — will yield higher project funding while maintaining the \$166 million cap.

More specifically, based on the discussion with the underwriter Barclays, 30 years of financing may yield \$133.3 net to the project (construction, FF&E, and arts), subject to assumptions believed to be reasonable but not guaranteed. It will be augmented by two appropriations in FYs 2026 and 2027 of a combined \$32.8M (which CTI believes to be permissible under the public law), thereby totaling **\$166.1M**.

1. 30 years of bond
 - a. Bond Paramount \$156.2M
 - b. Capitalized Interest - \$20.6M
 - c. Issuance Fee - \$2.3M
2. FY26 & FY27
 - a. Appropriation \$32.8M
3. Total the above: \$166.1M

After thorough review and consideration to meet the above top four bullet requirements, CTI respectfully submits the following final proposal:

- Construction and FF&E: \$166,000,000
- Arts in Public Buildings and Facilities (1%): \$1,660,000
- Total Proposal Amount: **\$167,660,000**

Based on the financial stacking as mentioned above, it will yield the available funding for the project \$166.1M yet the required \$167,660,000, so there is a shortage of \$1,560,000. However, CTI is committed to meeting the budget.

CTI remains fully committed to delivering this project within budget and on schedule. We look forward to continuing our partnership with the Government of Guam to fulfill its critical educational infrastructure goals and to serve the Simon Sanchez High School community.

Sincerely,



Ho S. Eun
Chairman

FW: Acceptance of CTI Proposal

Thuy Nguyen <tnguyen@ssfm.com>
To: Donna Herrero <donna.herrero@dpw.guam.gov>

Mon, Nov 17, 2025 at 11:08 AM

Hi Ms. Donna,

This email is important, as it cleared up some confusion on which contracts they've signed.

Best regards,

Thuy Nguyen | Program Technician



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215 Rojas Street, Suite 213 | Harmon, Guam 96913
T 808.531.1308 | D 808.913.0346

From: Joseph W Duenas <jduenas@ssfm.com>
Sent: Wednesday, September 17, 2025 9:40 AM
To: Jeffrey Moots <jeffrey.moots@guam.gov>; Vince Arriola <vince.arriola@dpw.guam.gov>
Cc: Tina Garcia <cgarcia@investguam.com>; Carlos Bordallo <carlos.bordallo@investguam.com>; Joe Borja <joseph.borja@land.guam.gov>; Celine Cruz <celine.cruz@land.guam.gov>; LESTER.CARLSON@bbmr.guam.gov; Linda Ibanez <linda.ibanez@dpw.guam.gov>; Ernest G. Candoleta Jr. <ernest.candoleta@dpw.guam.gov>; Glenn Leon Guerrero <gguerrero@ssfm.com>; Gerard E. Bautista <gbautista@ssfm.com>; K. Erik Swanson PhD <keswanson@gdoe.net>; cdmasnayon@gdoe.net; ccruz <ccruz@traguam.com>; Edward M. Birn <edward.birn@doa.guam.gov>
Subject: RE: Acceptance of CTI Proposal
Importance: High

Hi Attorney Moots,

Based on your email below, we have reviewed our files. Please note, both the August 22nd CTI letters (signed and unsigned) are the same. The only difference being the signature (see attached).

The DPW Acceptance Letter you reviewed and provided feedback on are based on the August 22nd letter, which is referenced as the basis of acceptance.

Please let me know if you have any questions or concerns.

Thanks,

Joe

Joseph W. Duenas, ENV SP | Pacific Area Manager



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215 Rojas Street, Suite 213 | Harmon, Guam 96913
T 671.646.7736 | F 671.300.7738
jduenas@ssfm.com | www.ssfm.com

"Do not go where the path may lead, go instead where there is no path and leave a trail." – Ralph Waldo Emerson

From: Jeffrey Moots <jeffrey.moots@guam.gov>

Sent: Tuesday, September 16, 2025 4:18 PM

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

Cc: Tina Garcia <cgarcia@investguam.com>; Carlos Bordallo <carlos.bordallo@investguam.com>; Joe Borja <joseph.borja@land.guam.gov>; Celine Cruz <celine.cruz@land.guam.gov>; LESTER.CARLSON@bbmr.guam.gov; Linda Ibanez <linda.ibanez@dpw.guam.gov>; Ernest G. Candoleta Jr. <ernest.candoleta@dpw.guam.gov>; Joseph W Duenas <jduenas@ssfm.com>; Glenn Leon Guerrero <gguerrero@ssfm.com>; Gerard E. Bautista <gbautista@ssfm.com>; K. Erik Swanson PhD <keswanson@gdoe.net>; cdmasnayon@gdoe.net; ccruz <ccruz@traguam.com>; Edward M. Birn <edward.birn@doa.guam.gov>

Subject: Re: Acceptance of CTI Proposal

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Vince

Lester just provided me with a second August 22, 2025 letter from Mr. Ho. One is signed and one is unsigned. The two letters are different. The one you shared with me was the unsigned letter. The letter Joe Duenas sent me was based on the language of the unsigned letter. My advice to you and Tina was based on the information you provided. Now that I am aware that Mr. Ho has two letters dated August 22, 2025, the letter you drafted is not sufficient to clarify the situation. The letter needs to be more specific as to what terms we are proposing to insure there is no confusion or dispute between the parties as to what the terms are that are agreed to.

Jeff

On Tue, Sep 16, 2025 at 2:12 PM Vince Arriola <vince.arriola@dpw.guam.gov> wrote:

Hafa Adai Team...

A week before last, myself, Tina and Joe (SSFM) met with the Governor's Legal Counsel, Jeff Moots to discuss the final issues we've been negotiating with CTI. When we last met with CTI...we all agreed the remaining issues would be forwarded to Legal Counsel for advice, interpretation, and direction. We believed we've addressed these issues, and they are memorialized in the attached DRAFT letter to CTI....which has also been reviewed by Counsel Moots. Please review and offer any comments....and we'll try and accommodate if possible.

Thanks so much

Vincent P. Arriola

Director, Department of Public Works

542 North Marine Corp Drive,

Tamuning, Guam 96913

(671) 646-3131

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2 attachments

 **250822 SSHS CTI LETTER unsign.pdf**
64K

 **250822 SSHS CTI ltr to DPW.pdf**
115K



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

FW: SSHS INFORMATION FOR LEGAL REVIEW

Thuy Nguyen <tnguyen@ssfm.com>
To: Donna Herrero <donna.herrero@dpw.guam.gov>

Mon, Nov 17, 2025 at 10:48 AM

Hi Ms. Donna,

No need to print the attachments, please print the email for context.

Best regards,

Thuy Nguyen | Program Technician



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215 Rojas Street, Suite 213 | Harmon, Guam 96913
T 808.531.1308 | D 808.913.0346

From: Joseph W Duenas <jduenas@ssfm.com>
Sent: Friday, August 29, 2025 5:30 PM
To: Lester Carlson <lester.carlson@bbmr.guam.gov>
Cc: Vince Arriola <vince.arriola@dpw.guam.gov>; Linda Ibanez <linda.ibanez@dpw.guam.gov>; Tina Garcia - GEDA (cgarcia@investguam.com) <cgarcia@investguam.com>; Carlos Bordallo <carlos.bordallo@investguam.com>; Edward Birn <edward.birn@doa.guam.gov>; DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>
Subject: RE: SSHS INFORMATION FOR LEGAL REVIEW
Importance: High

Hi Lester,

It looks like Mr. Ho retracked the email he sent the Evaluation Committee at 4:03pm and replaced it with the email attached at 4:47pm.

The emails and update letter in the 4:47pm are attached for legal review. The latest letter appears to replace the one at 4:03pm.

Thanks,

Joe

Joseph W. Duenas, ENV SP | Pacific Area Manager



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215 Rojas Street, Suite 213 | Harmon, Guam 96913

T 671.646.7736 | F 671.300.7738

jduenas@ssfm.com | www.ssfm.com

"Do not go where the path may lead, go instead where there is no path and leave a trail." – Ralph Waldo Emerson

From: Joseph W Duenas

Sent: Friday, August 29, 2025 5:21 PM

To: Lester Carlson <lester.carlson@bbmr.guam.gov>

Cc: Vince Arriola <vince.arriola@dpw.guam.gov>; Linda Ibanez <linda.ibanez@dpw.guam.gov>; Tina Garcia - GEDA <cgarcia@investguam.com> <cgarcia@investguam.com>; Carlos Bordallo <carlos.bordallo@investguam.com>; Edward Birn <edward.birn@doa.guam.gov>; DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>

Subject: SSHS INFORMATION FOR LEGAL REVIEW

Importance: High

Hi Lester,

As requested, attached you will find:

1. Letter from DPW Director to CTI Chairman dated August 15, 2025 .
2. Letter from CTI to DPW Director. *Note: Unsinged letter was advanced to DPW prior to meeting and signed letter was distributed during Negotiation Committee #5.
3. Letter from CTI to DPW Director dated August 15, 2025 discussed in today's Negotiation Committee Meeting #6
4. Letter from CTI to DPW Director dated August 15, 2025. *Note: emailed to DPW Director and Evaluation Committee immediately after today's Negotiation Meeting #6.
5. Simon Sanchez High School FDDBLM RFP.
6. SSHS Addendum and RFIs responses referenced by CTI in today's meeting.

Thanks,

Joe



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

From: Ho Eun <ho.eun@coretechintl.com>
To: "Vincent P. Arriola <vince.arriola@dpw.guam.gov>" <vince.arriola@dpw.guam.gov>, Joseph W Duenas <jduenas@ssfm.com>, Glenn Leon Guerrero <gguerrero@ssfm.com>, "K. Erik Swanson PhD <keswanson@gdoe.net>" <keswanson@gdoe.net>, "Tina Garcia <cgarcia@investguam.com>" <cgarcia@investguam.com>, "Carlos Bordallo <carlos.bordallo@investguam.com>" <carlos.bordallo@investguam.com>, "Edward Birn <edward.birn@doa.guam.gov>" <edward.birn@doa.guam.gov>, "Lester Carlson <lester.carlson@bbmr.guam.gov>" <lester.carlson@bbmr.guam.gov>, "Cedric Cruz <CCruz@traguam.com>" <CCruz@traguam.com>, "Carla Masnayan <cdmasnayan@gdoe.net>" <cdmasnayan@gdoe.net>, Jong Won <jong.won@coretechintl.com>
Cc: Connie Garrido <cgarrido@ssfm.com>, Ed Hipolito <ehipolito@ssfm.com>, "Gerard E. Bautista" <gbautista@ssfm.com>, Jerome Chaz <jchaz@ssfm.com>, "Linda Ibanez <linda.ibanez@dpw.guam.gov>" <linda.ibanez@dpw.guam.gov>, "John Calanayan <john.calanayan@dpw.guam.gov>" <john.calanayan@dpw.guam.gov>, "Angelene Rios <angelene.rios@investguam.com>" <angelene.rios@investguam.com>, "Tom Keeler <tkeeler@oagguam.org>" <tkeeler@oagguam.org>
Bcc:
Date: Fri, 29 Aug 2025 06:47:14 +0000
Subject: RE: SSHS Negotiation Meeting No. 4 with Core Tech
Email received from **EXTERNAL** sender. Confirm the content is safe prior to opening attachments or links.

Dear All,

Thank you for your relentless efforts. Please see the attached updated proposal as discussed. Please let me know when you've received this email.

Sincerely,

Ho

-----Original Appointment-----

From: Connie Garrido <cgarrido@ssfm.com>

Sent: Friday, August 1, 2025 4:10 PM

To: Connie Garrido; Ed Hipolito; Gerard E. Bautista; Glenn Leon Guerrero; Jerome Chaz; Joseph W Duenas; Vincent P. Arriola <vince.arriola@dpw.guam.gov>; Linda Ibanez <linda.ibanez@dpw.guam.gov>; John Calanayan <john.calanayan@dpw.guam.gov>; K. Erik Swanson PhD <keswanson@gdoe.net>; Tina Garcia <cgarcia@investguam.com>; Carlos Bordallo <carlos.bordallo@investguam.com>; Edward Birn <edward.birn@doa.guam.gov>; Lester Carlson <lester.carlson@bbmr.guam.gov>; Cedric Cruz <CCruz@traguam.com>; Angelene Rios <angelene.rios@investguam.com>; Carla Masnayon <cdmasnayon@gdoe.net>; Jong Won; Ho Eun; Tom Keeler <tkeeler@oagguam.org>

Subject: FW: SSHS Negotiation Meeting No. 4 with Core Tech

When: Tuesday, August 12, 2025 9:00 AM-12:00 PM (UTC+10:00) Guam, Port Moresby.

Where: GEDA Conference Room, 5th Floor, ITC Building

Good Day,

This is a friendly reminder about our upcoming negotiation meeting scheduled for August 12, 2025. Here are the details:

Date: August 12, 2025

Time: 9:00 AM - 12:00 NN

Location: GEDA Conference Room, 5th Floor, ITC Building

If you have any questions or additional topics to address, feel free to reach out.

Best regards,

-----Original Appointment-----

From: Connie Garrido

Sent: Friday, August 1, 2025 9:34 AM

To: Connie Garrido; ho.eun@coretechintl.com; Vincent P. Arriola; Linda Ibanez; John Calanayan; K. Erik Swanson, PhD; Carla Masnayon; Cedric Cruz; Lester Carlson; Carlos Bordallo; Angelene Rios; Tina Garcia; Edward Birn; Joseph W Duenas; Glenn Leon Guerrero; Gerard E. Bautista; Jerome Chaz; Tom Keeler

Cc: Jong Won

Subject: SSHS Negotiation Meeting No. 4 with Core Tech

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To: "Vincent P. Arriola <vince.arriola@dpw.guam.gov>" <vince.arriola@dpw.guam.gov>, Joseph W Duenas <jduenas@ssfm.com>, Glenn Leon Guerrero <gguerrero@ssfm.com>, "K. Erik Swanson PhD <keswanson@gdoe.net>" <keswanson@gdoe.net>, "Tina Garcia <cgarcia@investguam.com>" <cgarcia@investguam.com>, "Carlos Bordallo <carlos.bordallo@investguam.com>" <carlos.bordallo@investguam.com>, "Edward Birn <edward.birn@doa.guam.gov>" <edward.birn@doa.guam.gov>, "Lester Carlson <lester.carlson@bbmr.guam.gov>" <lester.carlson@bbmr.guam.gov>, "Cedric Cruz <CCruz@traguam.com>" <CCruz@traguam.com>, "Carla Masnayan <cdmasnayan@gdoe.net>" <cdmasnayan@gdoe.net>, Jong Won <jong.won@coretechintl.com>

Cc: Connie Garrido <cgarrido@ssfm.com>, Ed Hipolito <ehipolito@ssfm.com>, "Gerard E. Bautista" <gbautista@ssfm.com>, Jerome Chaz <jchaz@ssfm.com>, "Linda Ibanez <linda.ibanez@dpw.guam.gov>" <linda.ibanez@dpw.guam.gov>, "John Calanayan <john.calanayan@dpw.guam.gov>" <john.calanayan@dpw.guam.gov>, "Angelene Rios <angelene.rios@investguam.com>" <angelene.rios@investguam.com>, "Tom Keeler <tkeeler@oagguam.org>" <tkeeler@oagguam.org>

Bcc:

Date: Fri, 29 Aug 2025 06:02:39 +0000

Subject: RE: SSHS Negotiation Meeting No. 4 with Core Tech

Email received from **EXTERNAL** sender. Confirm the content is safe prior to opening attachments or links.

Dear All,

Thank you for your relentless efforts. Please see the attached updated proposal as discussed. Please let me know when you've received this email.

Sincerely,

Ho

-----Original Appointment-----

From: Connie Garrido <cgarrido@ssfm.com>

Sent: Friday, August 1, 2025 4:10 PM

To: Connie Garrido; Ed Hipolito; Gerard E. Bautista; Glenn Leon Guerrero; Jerome Chaz; Joseph W Duenas; Vincent P. Arriola <vince.arriola@dpw.guam.gov>; Linda Ibanez <linda.ibanez@dpw.guam.gov>; John Calanayan <john.calanayan@dpw.guam.gov>; K. Erik Swanson PhD <keswanson@gdoe.net>; Tina Garcia <cgarcia@investguam.com>; Carlos Bordallo <carlos.bordallo@investguam.com>; Edward Birn <edward.birn@doa.guam.gov>; Lester Carlson <lester.carlson@bbmr.guam.gov>; Cedric Cruz <CCruz@traguam.com>; Angelene Rios <angelene.rios@investguam.com>; Carla Masnayan <cdmasnayan@gdoe.net>; Jong Won; Ho Eun; Tom Keeler <tkeeler@oagguam.org>

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Sent: Friday, August 1, 2025 9:34 AM

To: Connie Garrido; ho.eun@coretechintl.com; Vincent P. Arriola; Linda Ibanez; John Calanayan; K. Erik Swanson, PhD; Carla Masnayan; Cedric Cruz; Lester Carlson; Carlos Bordallo; Angelene Rios; Tina Garcia; Edward Birn; Joseph W Duenas; Glenn Leon Guerrero; Gerard E. Bautista; Jerome Chaz; Tom Keeler

Cc: Jong Won

Subject: SSHS Negotiation Meeting No. 4 with Core Tech

When: Tuesday, August 12, 2025 9:00 AM-12:00 PM (UTC+10:00) Guam, Port Moresby.

Where: GEDA Conference Room, 5th Floor, ITC Building

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5 attachments



SSHS Letter082825.pdf
206K

 **RE: SSHS Negotiation Meeting No. 4 with Core Tech.eml**
302K

 **SSHS Letter082825.pdf**
206K

 **SSHS Letter 082925.pdf**
214K

 **RE: SSHS Negotiation Meeting No. 4 with Core Tech.eml**
314K



August 22, 2025

Mr. Vincent P. Arriola
Director
Department of Public Works

Subject: New Simon Sanchez High School (Project No. 730-5-1059-L-YIG)

Dear Mr. Arriola,

Core Tech International Corporation (CTI) is pleased to submit this final proposal in response to your letter dated August 15, 2025, outlining the Government of Guam's requirements for the New Simon Sanchez High School project.

We fully acknowledge and understand the following project requirements:

- The facility must accommodate 2,000 students.
- The design must include 87 classrooms.
- All wings, including C Wing, must be constructed without omission.
- Construction must encompass all Furniture, Fixtures, and Equipment (FF&E).
- The total project cost, including FF&E and the 1% allocation for Arts in Public Buildings and Facilities under Public Law 20-27, may not exceed \$143 million.

We understand the \$143 million is subject to \$166 million bond principal cap. Splitting the funding sources into two — bond financing for 30 years and direct payment for two years during construction — will yield higher project funding while maintaining the \$166 million cap.

More specifically, based on the discussion with the underwriter Barclays, 30 years of financing may yield \$133.3 net to the project (construction, FF&E, and arts), subject to assumptions believed to be reasonable but not guaranteed. It will be augmented by two appropriations in FYs 2026 and 2027 of a combined \$32.8M (which CTI believes to be permissible under the public law), thereby totaling **\$166.1M**.

1. 30 years of bond
 - a. Bond Paramount \$156.2M
 - b. Capitalized Interest - \$20.6M
 - c. Issuance Fee - \$2.3M
2. FY26 & FY27
 - a. Appropriation \$32.8M
3. Total the above: \$166.1M

After thorough review and consideration to meet the above top four bullet requirements, CTI respectfully submits the following final proposal:

- Construction and FF&E: \$166,000,000
- Arts in Public Buildings and Facilities (1%): \$1,660,000
- Total Proposal Amount: **\$167,660,000**

Based on the financial stacking as mentioned above, it will yield the available funding for the project \$166.1M yet the required \$167,660,000, so there is a shortage of \$1,560,000. However, CTI is committed to meeting the budget.

CTI remains fully committed to delivering this project within budget and on schedule. We look forward to continuing our partnership with the Government of Guam to fulfill its critical educational infrastructure goals and to serve the Simon Sanchez High School community.

Sincerely,

Ho S. Eun
Chairman

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Sincerely,



Ho S. Eun
Chairman



388 South Marine Corps Drive, Suite 400, Tamuning, Guam 96913
T 671 473 5000 • F 671 473 5500 • www.coretechintl.com • main@coretechintl.com

29th
Pre
Meeting

August 29, 2025
Mr. Vincent P. Arriola
Director
Department of Public Works

Subject: Proposal for New Simon Sanchez High School (Project No. 730-5-1059-L-YIG)

Dear Mr. Arriola,

Core Tech International Corporation (CTI) is pleased to submit this proposal in response to your letter dated August 15, 2025, regarding the Government of Guam's requirements for the New Simon Sanchez High School project.

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- The facility must accommodate 2,000 students.
- The design must include 87 classrooms.
- All wings, including C Wing, must be constructed in their entirety.
- Construction must encompass all Furniture, Fixtures, and Equipment (FF&E).

CTI confirms and is committed to completing the project within the specified scope above, subject to the 2+30 payments of the financing and Government participation.

Additionally, CTI confirms that it will provide comprehensive insurance coverage and maintenance services for the new Simon Sanchez High School.

With a workforce of 2,000 skilled craft workers, CTI is prepared to break ground immediately and deliver the project on schedule.

We look forward to working together to create a state-of-the-art learning environment that will serve the Simon Sanchez High School community for generations to come.

Sincerely,

A handwritten signature in black ink, appearing to read "Ho S. Eun", with a long horizontal stroke extending to the right.

Ho S. Eun



**CORE TECH
INTERNATIONAL**

388 South Marine Corps Drive, Suite 400, Tamuning, Guam 96913
T 671 473 5000 • F 671 473 5500 • www.coretechintl.com • main@coretechintl.com

29th

Post

Meeting

August 29, 2025

Mr. Vincent P. Arriola

Director

Department of Public Works

Subject: Proposal for New Simon Sanchez High School (Project No. 730-5-1059-L-YIG)

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CTI confirms and is committed to completing the project within the specified scope above, subject to the 2+30 payments of the financing and Government participation, with the following sequence:

Basic Bid:	The above scope except for the Additive 1 & 2
Additive 1:	Building C Construction
Additive 2:	FF& E

Additionally, CTI confirms that it will provide comprehensive insurance coverage and maintenance services for the new Simon Sanchez High School.

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Ho S. Eun



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

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

Revised
Draft
Acceptance



VINCENT P. ARRIOLA
Director

LINDA J. IBANEZ
Deputy Director

ERNEST G. CANDOLETA, JR.
Deputy Director

September 17, 2025

Mr. Eun Ho, Chairman
Core Tech International
388 South Marine Corps Drive, Suite 400
Tamuning, Guam 96913

SUBJECT: ACCEPTANCE OF CTI PROPOSAL
New Simon Sanchez High School (FDDBLM)
Project No. 730-5-1059-L-YIG

Buenas yan Hafa Adai! Thank you for your continued partnership and for submitting your proposal dated August 22, 2025, for the development of the new Simon Sanchez High School.

As noted in our most recent meeting between Core Tech International and the Government of Guam, the Department of Public Works and the Guam Department of Education agreed to seek legal guidance before proceeding. Following review, and in accordance with the Makåhat Act (5 GCA Ch. 58D) and the requirements of the Request for Proposal (Project No. 730-5-1059-L-YIG, as amended by Addendum 1), we are writing to confirm acceptance of your proposal, subject to the following conditions:

1. **Subject to Appropriation:** Your proposal and the Government's acceptance are expressly subject to annual legislative appropriations, as required under §58D109(b) of the Makåhat Act, which provides that all leaseback payments must be appropriated annually by I Liheslaturan Guåhan. **Accordingly, no obligation shall arise unless and until the Legislature enacts the annual leaseback appropriations and the two additional construction appropriations, and the Government of Guam shall have no liability in the absence of such appropriations.**
2. **Project Cost:** The primary construction is capped at \$166 million, as stipulated in the RFP and clarified in Addendum 1, consistent with the financing ceiling set forth under §58D108 of the Makåhat Act ("not to exceed \$166,365,000"). Any amounts proposed by CTI in excess of this statutory ceiling, including the 1% allocation for Arts in Public Buildings and Facilities, are not accepted and shall be adjusted by CTI to comply with this cap.
3. **Programmatic Compliance:** The school shall be designed and constructed consistent with the programmatic documents, including all wings, FF&E, and program elements identified in the RFP and Addendum 1. This requirement reflects DPW's August 15, 2025 letter and Addendum 1 responses confirming that all FF&E and all program elements must be delivered in the final project scope.
4. **Leaseback Terms:** The leaseback period shall commence upon completion of the project and acceptance by the Government of Guam, as required by §58D103(b) of the Makåhat Act, which

authorizes leasebacks only after project completion and limits the leaseback period to no more than 30 years from that date. At the end of the lease period, title to the school and its furniture, fixtures and equipment transfer to the Government of Guam.

This acceptance is made in full compliance with the Makåhat Act and the governing RFP, ensuring that the procurement process remains fair, transparent, and defensible.

We appreciate Core Tech International's cooperation in aligning its proposal with the Government of Guam's requirements, and we look forward to working together to deliver a modern, resilient school facility that will serve Guam's students and community for generations. The Government of Guam will be collaborating with you further to finalize the contractual documents, including the maintenance and insurance agreements.

Please signify Core Tech International agreement to the terms of this letter by signing below.

Sincerely,

VINCENT P. ARRIOLA
Director

K. ERIK SWANSON, PhD
GDOE Superintendent
SSHS Evaluation Committee Chair

<u>Concurred by:</u>	<u>Date</u>
EUN HO	
Chairman, Core Tech International	

cc: GEDA CEO/ Administrator
Simon Sanchez High School Principal

Attachments: CTI Letter Dated August 22, 2025

August 22, 2025

Mr. Vincent P. Arriola
Director
Department of Public Works

Subject: New Simon Sanchez High School (Project No. 730-5-1059-L-YIG)

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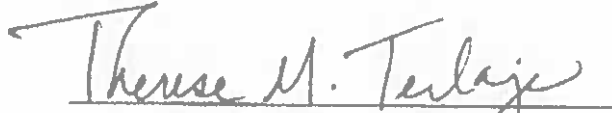


Ho S. Eun
Chairman

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

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

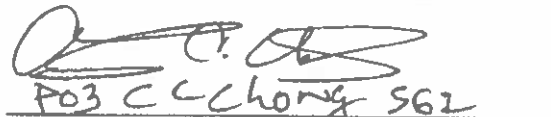
This is to certify that Bill No. 94-37 (COR), "AN ACT TO REPEAL AND REENACT CHAPTER 58D OF TITLE 5, GUAM CODE ANNOTATED, RELATIVE TO THE MA KÅHAT ACT OF 2013," was on the 30th day of June 2023, duly and regularly passed.


Therese M. Terlaje
Speaker


Attested:


Amanda L. Shelton
Legislative Secretary

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


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

APPROVED:


Lourdes A. Leon Guerrero
I Maga'hågan Guåhan

Date: 7/5/2023

Public Law No. 37-22

RCVD AT CENTRAL FI
JUL 3 '23 AM 10:51

2023-19469
Jessica Dydasco

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

Bill No. 94-37 (COR)

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

Introduced by:

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

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

BE IT ENACTED BY THE PEOPLE OF GUAM:

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

**“CHAPTER 58D
MA KÁHAT ACT OF 2013**

§ 58D101. Title.

1 § 58D102. Definitions.

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

3 § 58D104. Procurement.

4 § 58D105. Responsibilities of Contractor.

5 § 58D106. Contractual Safeguards.

6 § 58D107. Assignments.

7 § 58D108. Financing.

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

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

11 § 58D111. Maintenance Fund.

12 § 58D112. Severability.

13 **§ 58D101. Title.**

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

15 **§ 58D102. Definitions.**

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

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

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

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

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

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

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

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

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

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

14 **§ 58D103. Authorization to Enter Into Long-Term Leases.**

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

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

1 leaseback shall not be construed as "public indebtedness," as that term is defined in
2 48 USC § 1423a, §11 of the Organic Act of Guam, or Guam law.

3 **§ 58D104. Procurement.**

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

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

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

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

22 **§ 58D105. Responsibilities of Contractor.**

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

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

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

15 **§ 58D106. Contractual Safeguards.**

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

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

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

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

9 **§ 58D107. Assignments.**

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

16 **§ 58D108. Financing.**

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

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

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

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

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

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

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

5 **§ 58D111. Maintenance Fund.**

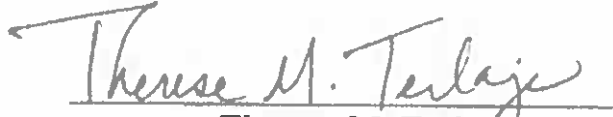
6 The contract and the leaseback shall provide that all maintenance of the new
7 Simon Sanchez High School not described in § 58D110 be performed by the
8 Contractor as a separate cost, the terms of which, and the manner for establishing
9 the amount of payment, shall be determined as a part of the contract;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

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

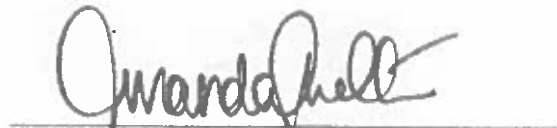
I MINA'TRENTAI SIETTE NA LIHESLATURAN GUÅHAN
2023 (FIRST) Regular Session

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

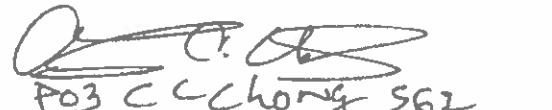
This is to certify that Bill No. 94-37 (COR), "AN ACT TO REPEAL AND REENACT CHAPTER 58D OF TITLE 5, GUAM CODE ANNOTATED, RELATIVE TO THE *MA KÅHAT* ACT OF 2013," was on the 30th day of June 2023, duly and regularly passed.


Therese M. Terlaje
Speaker

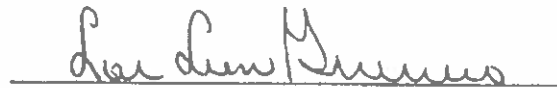
Attested:


Amanda L. Shelton
Legislative Secretary

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


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

APPROVED:


Lourdes A. Leon Guerrero
I Maga'hågan Guåhan

Date: 7/5/2023

Public Law No. 37-22

RCVD AT CENTRAL FI
JUL 3 '23 AM 10:51

2023-19469
Jessica Dydasco

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

Bill No. 94-37 (COR)

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

Introduced by:

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

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

BE IT ENACTED BY THE PEOPLE OF GUAM:

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

“CHAPTER 58D
***MA KÁHAT* ACT OF 2013**

§ 58D101. Title.

1 § 58D102. Definitions.

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

3 § 58D104. Procurement.

4 § 58D105. Responsibilities of Contractor.

5 § 58D106. Contractual Safeguards.

6 § 58D107. Assignments.

7 § 58D108. Financing.

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

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

11 § 58D111. Maintenance Fund.

12 § 58D112. Severability.

13 **§ 58D101. Title.**

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

15 **§ 58D102. Definitions.**

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

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

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

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

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

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

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

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

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

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

14 **§ 58D103. Authorization to Enter Into Long-Term Leases.**

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

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

1 leaseback shall not be construed as "public indebtedness," as that term is defined in
2 48 USC § 1423a, §11 of the Organic Act of Guam, or Guam law.

3 **§ 58D104. Procurement.**

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

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

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

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

22 **§ 58D105. Responsibilities of Contractor.**

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

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

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

15 **§ 58D106. Contractual Safeguards.**

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

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

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

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

9 **§ 58D107. Assignments.**

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

16 **§ 58D108. Financing.**

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

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

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

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

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

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

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

5 **§ 58D111. Maintenance Fund.**

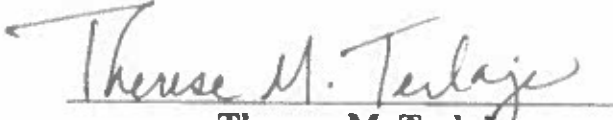
6 The contract and the leaseback shall provide that all maintenance of the new
7 Simon Sanchez High School not described in § 58D110 be performed by the
8 Contractor as a separate cost, the terms of which, and the manner for establishing
9 the amount of payment, shall be determined as a part of the contract;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

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


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

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

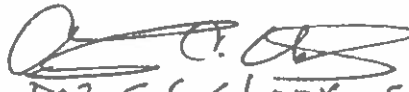
This is to certify that Bill No. 94-37 (COR), "AN ACT TO REPEAL AND REENACT CHAPTER 58D OF TITLE 5, GUAM CODE ANNOTATED, RELATIVE TO THE MA KÅHAT ACT OF 2013," was on the 30th day of June 2023, duly and regularly passed.


Therese M. Terlaje
Speaker

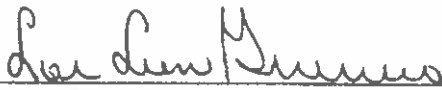
Attested:


Amanda B. Shelton
Legislative Secretary

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


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

APPROVED:


Lourdes A. Leon Guerrero
I Maga'hågan Guåhan

Date: 7/5/2023

Public Law No. 37-22

RCVD AT CENTRAL FI
JUL 3 '23 AM 10:51

2023-19469

Jessica Dydasco

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

Bill No. 94-37 (COR)

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

Introduced by:

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

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

BE IT ENACTED BY THE PEOPLE OF GUAM:

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

**“CHAPTER 58D
MA KÁHAT ACT OF 2013**

§ 58D101. Title.

1 § 58D102. Definitions.

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

3 § 58D104. Procurement.

4 § 58D105. Responsibilities of Contractor.

5 § 58D106. Contractual Safeguards.

6 § 58D107. Assignments.

7 § 58D108. Financing.

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

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

11 § 58D111. Maintenance Fund.

12 § 58D112. Severability.

13 **§ 58D101. Title.**

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

15 **§ 58D102. Definitions.**

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

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

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

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

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

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

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

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

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

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

14 **§ 58D103. Authorization to Enter Into Long-Term Leases.**

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

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

1 leaseback shall not be construed as "public indebtedness," as that term is defined in
2 48 USC § 1423a, §11 of the Organic Act of Guam, or Guam law.

3 **§ 58D104. Procurement.**

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

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

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

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

22 **§ 58D105. Responsibilities of Contractor.**

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

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

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

15 **§ 58D106. Contractual Safeguards.**

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

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

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

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

9 **§ 58D107. Assignments.**

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

16 **§ 58D108. Financing.**

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

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

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

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

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

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

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

5 **§ 58D111. Maintenance Fund.**

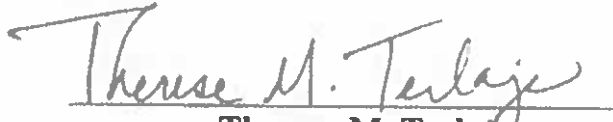
6 The contract and the leaseback shall provide that all maintenance of the new
7 Simon Sanchez High School not described in § 58D110 be performed by the
8 Contractor as a separate cost, the terms of which, and the manner for establishing
9 the amount of payment, shall be determined as a part of the contract;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

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

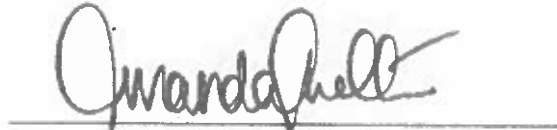
I MINA 'TRENTAI SIETTE NA LIHESLATURAN GUÅHAN
2023 (FIRST) Regular Session

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

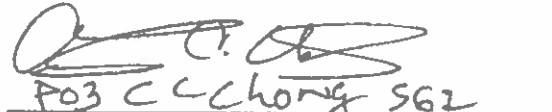
This is to certify that **Bill No. 94-37 (COR)**, "**AN ACT TO REPEAL AND REENACT CHAPTER 58D OF TITLE 5, GUAM CODE ANNOTATED, RELATIVE TO THE *MA KÅHAT* ACT OF 2013,**" was on the 30th day of June 2023, duly and regularly passed.


Therese M. Terlaje
Speaker


Attested:


Amanda L. Shelton
Legislative Secretary

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


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

APPROVED:


Lourdes A. Leon Guerrero
I Maga'hågan Guåhan

Date: 7/5/2023

Public Law No. 37-22

RCUD AT CENTRAL FI
JUL 3 '23 AM 10:51

2023-19469
Jessica Dydasco

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

Bill No. 94-37 (COR)

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

Introduced by:

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

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

BE IT ENACTED BY THE PEOPLE OF GUAM:

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

“CHAPTER 58D

***MA KÁHAT* ACT OF 2013**

§ 58D101. Title.

1 § 58D102. Definitions.

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

3 § 58D104. Procurement.

4 § 58D105. Responsibilities of Contractor.

5 § 58D106. Contractual Safeguards.

6 § 58D107. Assignments.

7 § 58D108. Financing.

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

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

11 § 58D111. Maintenance Fund.

12 § 58D112. Severability.

13 **§ 58D101. Title.**

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

15 **§ 58D102. Definitions.**

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

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

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

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

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

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

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

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

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

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

14 **§ 58D103. Authorization to Enter Into Long-Term Leases.**

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

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

1 leaseback shall not be construed as "public indebtedness," as that term is defined in
2 48 USC § 1423a, §11 of the Organic Act of Guam, or Guam law.

3 **§ 58D104. Procurement.**

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

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

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

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

22 **§ 58D105. Responsibilities of Contractor.**

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

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

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

15 **§ 58D106. Contractual Safeguards.**

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

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

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

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

9 **§ 58D107. Assignments.**

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

16 **§ 58D108. Financing.**

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

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

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

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

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

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

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

5 **§ 58D111. Maintenance Fund.**

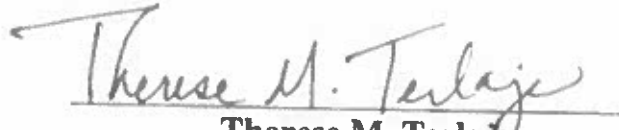
6 The contract and the leaseback shall provide that all maintenance of the new
7 Simon Sanchez High School not described in § 58D110 be performed by the
8 Contractor as a separate cost, the terms of which, and the manner for establishing
9 the amount of payment, shall be determined as a part of the contract;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

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

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

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

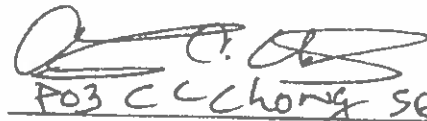
This is to certify that Bill No. 94-37 (COR), "AN ACT TO REPEAL AND REENACT CHAPTER 58D OF TITLE 5, GUAM CODE ANNOTATED, RELATIVE TO THE MA KÅHAT ACT OF 2013," was on the 30th day of June 2023, duly and regularly passed.


Therese M. Terlaje
Speaker

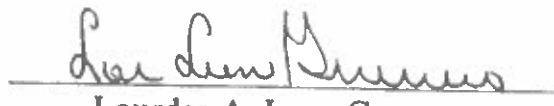
Attested:


Amanda L. Shelton
Legislative Secretary

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


P03 C C Chong 562
Assistant Staff Officer
Maga'håga's Office

APPROVED:


Lourdes A. Leon Guerrero
I Maga'hågan Guåhan

Date: 7/5/2023

Public Law No. 37-22

RCVD AT CENTRAL FI
JUL 3 '23 AM 10:51

2023-19469
Jessica Dydasco

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

Bill No. 94-37 (COR)

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

Introduced by:

Roy A.B. Quinata
Joe S. San Agustin
Tina Rose Muña Barnes
Chris Barnett
Sabina Flores Perez
Amanda L. Shelton
Dwayne T.D. San Nicolas
William A. Parkinson
Thomas J. Fisher
Frank Blas, Jr.
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**AN ACT TO REPEAL AND REENACT CHAPTER 58D OF
TITLE 5, GUAM CODE ANNOTATED, RELATIVE TO
THE MA KÁHAT ACT OF 2013.**

BE IT ENACTED BY THE PEOPLE OF GUAM:

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

“CHAPTER 58D

MA KÁHAT ACT OF 2013

§ 58D101. Title.

1 § 58D102. Definitions.

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

3 § 58D104. Procurement.

4 § 58D105. Responsibilities of Contractor.

5 § 58D106. Contractual Safeguards.

6 § 58D107. Assignments.

7 § 58D108. Financing.

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

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

11 § 58D111. Maintenance Fund.

12 § 58D112. Severability.

13 **§ 58D101. Title.**

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

15 **§ 58D102. Definitions.**

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

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

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

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

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

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

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

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

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

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

14 **§ 58D103. Authorization to Enter Into Long-Term Leases.**

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

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

1 leaseback shall not be construed as "public indebtedness," as that term is defined in
2 48 USC § 1423a, §11 of the Organic Act of Guam, or Guam law.

3 **§ 58D104. Procurement.**

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

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

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

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

22 **§ 58D105. Responsibilities of Contractor.**

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

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

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

15 **§ 58D106. Contractual Safeguards.**

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

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

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

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

9 **§ 58D107. Assignments.**

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

16 **§ 58D108. Financing.**

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

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

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

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

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

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

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

5 **§ 58D111. Maintenance Fund.**

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

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

REQUEST FOR PROPOSALS

FOR

**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:



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

REQUEST FOR PROPOSALS

**NEW SIMON SANCHEZ HIGH SCHOOL:
FINANCE, DEMOLITION, DESIGN, BUILD, LEASE/LEASEBACK AND
INSURE/CAPITAL MAINTENANCE
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Governor of Guam

and

JOSHUA F. TENORIO
Lt. Governor of Guam

PREPARED BY:

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

2025

RECOMMEND APPROVAL:

APPROVED BY:

JOHN F. CALANAYAN
Engineer Supervisor
Department of Public Works

Date: _____

VINCENT P. ARRIOLA
Director
Department of Public Works

Date: _____



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

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



Director
VINCENT P. ARRIOLA
Deputy Director
LINDA J. IBANEZ

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 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, Proposers 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 **in-person** pre-proposal conference will be held on **Friday, April 4, 2025**, at **9:00 a.m.** in the **Guam Economic Development Authority (GEDA) Conference Room**, located on the **5th floor** of the **ITC Building**. A mandatory site visit will follow at **2 p.m.** at the old Simon Sanchez High School 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

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, 9 AM	MANDATORY PRE-PROPOSAL CONFERENCE. MANDATORY SITE VISIT TO FOLLOW AT 2 PM
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, 4 PM	RFP SUBMITTAL DUE DATE (Submit to DPW, TMC Building, CIP Contract Section)
Wed-Thursday, June 4-5, 2025	ANTICIPATED PRESENTATION & INTERVIEW DATE
Friday, June 20, 2025	ANTICIPATED SELECTION NOTICE

NEW SIMON SANCHEZ HIGH SCHOOL (FDDBLM)

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ATTACHMENT A: FINANCING SCOPE OF WORK

ATTACHMENT B: DESIGN/CONSTRUCTION AND INSURANCE/CAPITAL MAINTENANCE
SCOPE OF WORK

Required Forms

ATTACHMENT 1: AFFIDAVIT OF DISCLOSING OWNERSHIP AND COMMISSIONS

ATTACHMENT 2: AFFIDAVIT OF NON-COLLUSION

ATTACHMENT 3: AFFIDAVIT re NO GRATUITIES OR KICKBACKS

ATTACHMENT 4: AFFIDAVIT re CONTINGENT FEES

ATTACHMENT 5: AFFIDAVIT re ETHICAL STANDARDS

ATTACHMENT 6: DECLARATION re COMPLIANCE WITH U.S DOL WAGE DETERMINATION

ATTACHMENT 7: ACKNOWLEDGEMENT OF RECEIPT FORM

ATTACHMENT 8: DPW CHECKLIST OF RESPONSIVENESS

ATTACHMENT 9: PRICE PROPOSAL & ADDENDA ACKNOWLEDGEMENT OF RECEIPT FORM

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 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 company 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 sole point of contact 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: **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 contain 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 **"NEW SIMON SANCHEZ HIGH SCHOOL FDDBLM Project No. 730-5-1059-L-YIG"**. It 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 not part of the forty (40) pages should be 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 clearly identifying the written material by section and page number.

Section 3: Cover Letter (max. 1 page)

Each proposal shall include a cover letter signed by a person within the firm authorized to make representations on behalf of the firm and to bind the firm. The cover letter shall include the following information:

- a) The Proposer's contact person's name, phone number, and email address 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) You must also indicate whether you are 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 "MA KĀHAT 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 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. Include A&E personnel. The evaluation will consider the entire team. Therefore, no changes in the Proposer's composition will be allowed without written approval by DPW.
- e) Provide a description of the Proposer's technical competence and 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:

3. 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 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. **Include a Critical Path Method (CPM) schedule and/or chart as an attachment to the proposal.**
- 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 to 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 to 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 intends to use resilient building materials and systems that will allow the Government of Guam to use the facility as an emergency shelter during a super-typhoon and quickly bring the facility back online after a storm.

- j) How the Proposer plans to incorporate local subcontracting teams into the Project, if applicable.
- k) How the Proposer plans to incorporate construction means, methods, and quality control into the Project.
- l) Detailed discussion on costs related to fees, general conditions, insurance, supervision, and management of all portions 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 coverage.
- o) Copy of the Contractor's License.
- p) Provide name and license of Proposer's Architectural/Engineering Design Team.
- q) Provide all required attachments in this RFP in an appendix not counted toward the forty (40) pages.

4. Financing

The Proposer shall work with the Guam Economic Development Authority (GEDA) to finance the new Simon Sanchez High School construction. Include the following information related to financing:

- a) Proposer's proposed structure in detail, provisions for extension of maturity, roll-over, or any other similar occurrence.
- b) Provide a sealed Term Sheet or similar format outlining the terms and conditions of the proposed lease/leaseback agreement.
- c) Discuss the estimated timeline for the issuance of this lease/leaseback and describe your firm's ability to conduct this transaction in a timely. 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.
- d) Please include your firm's latest audited financials for three (3) years.
- e) Please describe any other terms and conditions your firm requires regarding this financing.
- f) Indicate the principal personnel that would be available to GEDA and the government and describe their experience and responsibilities for this financing.
- g) 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.
- h) 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 to the area of building public schools or similar construction in size, price, and scope. 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 some 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) Discuss the Proposer's experience with projects performed in tropical environments.
- d) Identify whether the project is completed or ongoing.
- e) Identify if any of the projects had phased completion.
- f) 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 the owner's contact name, telephone number, and email address.
 - ix. Discussion of claims, demands, and/or litigation arising from the project and involving the Proposer, and the resolution.
 - x. List projects that the Proposer has 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 project's complexity; and the clients' needs, 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 lawsuits 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 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.

The 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 previous owner, general partner, limited partner, or other officer).

The proposer must hold a Contractor's 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 the 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 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) Falsifying information or submitting 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 indicate an unsatisfactory performance record. Information regarding any of the above may be considered in determining the suitability of Proposer to perform the services needed. Accordingly, the proposer may describe mitigating factors as a part of any of the above.

VIII. TERMS OF PAYMENT

1. 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 KĀHAT ACT OF 2013" AND ANY SUBSEQUENT/RELEVANT PUBLIC LAWS.

2. 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. 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.
4. 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.
5. 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.
6. 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 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 Proposers 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 Proposers Register Form.

XI. PRE-PROPOSAL CONFERENCE

Pre-proposal conferences are "*Mandatory*" as stated on the RFP Timelines. The pre-proposal conference shall be attended by an in-person representative of the Proposer. It will be conducted only to explain the procurement requirements for this Request for Proposals. DPW will notify all Proposers 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

Proposers 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 sole point of contact 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 PROPOSERS

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 sole point of contact at DPW. Questions about any part of this RFP shall be communicated in writing to the sole point of contact at 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 Proposers, 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 Proposer'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,

1. 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.
2. 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

1. 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.

2. 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, per Guam procurement law. 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 Proposer'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:

1. Cancel or terminate this RFP as provided in the Guam Procurement Regulations;
2. 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;
3. Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal;
4. Waive any minor informalities in proposals received, or have them corrected by the Proposer in accordance with applicable regulations;
5. Not award if it is in the best interest of DPW or the government of Guam not to proceed with contract execution; or
6. 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), Proposers 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. PERFORMANCE AND PAYMENT BOND

The successful bidder must deliver to the Owner an executed performance and payment bond (forms enclosed) in an amount at least equal to one hundred percent (100%) of the accepted bid as security for the faithful performance of the contract and security for the payment of all persons performing labor and furnishing materials in connection with this contract. The sureties of all bonds shall be such surety company or companies as are approved by the Owner and as are authorized to transact business in Guam. The bonds must be approved by the Owner prior to execution of the formal contract.

XXXI. INDEMNIFICATION

The Proposer shall indemnify the Government of Guam, DPW, GDOE, GEDA and their Consultants from any liability arising from the implementation of the Proposer's proposal.

XXXII. 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 I*). 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, Proposer, 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, Proposer, 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*).

XXXIII. 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.

XXXIV. 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 KĀHAT 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 evaluating.
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 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, 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.

XXXV. 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.

XXXVI. 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
<u>Proposal Plan</u> <u>Overall</u> proposal approach. A plan giving as much detail as practical on how the services will be performed. <i>(Refer to VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2 Entire Contents section.)</i>	15	
<u>Personnel Experience and Qualifications</u> Specialized experience and qualifications of personnel to perform the required services. <i>(Refer to VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2. Contents, Section 4, Personnel Experience and Qualifications)</i>	20	

EVALUATION CRITERIA	MAX SCORE	SCORE
<u>Capacity of Proposer</u> The Proposer's ability to perform the required services with its current resources and workload to meet the expected project outcome. (Refer to VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL; 2. Contents, Section 5 Approach and Capacity of Proposer).	30	
<u>Proposer's Experience on Similar Projects</u> 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 VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2. Contents, Section 6 Experience on Similar Projects).	25	
<u>Performance Issues</u> Proposer's performance issues related to past or present contracts and/or ongoing procurement. (Refer to VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2. Contents, Section 7 Performance Issues). *Note Proposers with the least amount of issues should score higher.	10	
TOTAL POINTS	100	

XXXVII. 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		

XXXVIII. 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								

XXXIX. 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 KĀHAT ACT OF 2013" AND ANY SUBSEQUENT Public Laws as relevant.

XL. 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 towards:

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.

XLI. 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.

XLII. 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.

XLIII. 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.

XLIV. 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.

XLV. 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.

XLVI. DEFINITIONS

- **Request for Proposals (RFP)** shall mean the invitation to invite proposals for the construction of the new Simon Sanchez High School. Proposal includes: Financing; Demolition of the existing facility; Design, Build, Lease/Leaseback, Insure the facility; operate and maintain the new facility for no more than 30 years.
- **Owner** shall mean the Guam Department of Education and the Governor of Guam, and/or his/her authorized representatives.
- **Contracting Officer** as used herein means the Director of Public Works of the Government of Guam and shall include his authorized representatives.
- **Critical Path Method (CPM)** shall mean the schedule that integrates the sequence of activities, task dependencies, durations, and critical milestones required for the financing, design, and construction of the New Simon Sanchez High School FDDBML Project. The CPM Schedule must be developed in accordance with contractual requirements, financial milestones, and performance obligations, ensuring completion within the 730-day period specified in the RFP. The 30-year leaseback period is excluded from the scheduling requirements.
- **Proposer** shall mean any developer, contractor, and finance companies legally operating under the US State or Territorial Laws and subject to Guam licensing regulations.
- **MA KÁHAT ACT OF 2013** shall mean Chapter 58D of Title 5, Guam Code Annotated.

- **FF&E** shall mean fixtures, furniture, and equipment for the new Simon Sanchez High School.
- **FF&E Services** shall mean the financing, procurement, storage, and installation of the FF&E.
- **Term Sheet** shall mean a formal document submitted by the Proposer that outlines the preliminary financial and contractual terms of the proposed financing arrangement for the project. This document provides a high-level summary of the financing structure, repayment mechanisms, risk allocation, and compliance with the requirements outlined in Attachment A—Financing Scope of Work of the RFP.
- **Price Proposal** shall mean the completed Price Proposal and Addenda Acknowledgment of Receipt Form
- **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 known 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.
- **Responsiveness** as used herein shall mean all items listed on RFP Attachment A.
- **Responsibility** as used herein is defined by Section XXII. Determination of Responsibility and Guam Procurement law.
- **Debarment** as used herein is defined by Section XXIX Debarment and may be extended to subcontractors of the Proposer.
- **Critical Path Method (CPM)** is the construction schedule which networks techniques used for planning, scheduling, and controlling large complex projects.
- **Evaluation Committee** shall include the GDOE Superintendent as Chairperson, and the following five (5) members DPW Director or Deputy Director, DPW Building Permit Administrator, Director of Land Management or Guam Chief Planner, GEDA Administrator or Deputy Administrator, and Principal of Simon Sanchez High School.
- **Liquidated Damages** are contracted for damages before a contract breach that enforces an estimate of harm that would be hard to calculate with certainty. The Government reserves the right to negotiate the amount of Liquidated Damages provision with the Successful Proposer.

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 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 KÁHAT 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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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:
 - a. Provide FBLG with all emergency contact information for the contractor and developer's project/construction manager.
 - b. Provide 1-week notice prior to commencement of work activities within 100-ft of FBLG school grounds.
 - c. 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. courtyard space.
- s. Civil, Landscaping, Electrical, and Telecom requirements are identified in Attachments B-7, B-8, and B-15.

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 two passenger elevators and one 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/embroidered banners/flags at building entrances; the fence structure along the east side of the campus adjacent to the community walking path; offices; conference rooms; cafeteria; auditorium lobby; and library. 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 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 without parapet walls or guardrails.
 - 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.
 - 4) Comply with DPHSS requirements.
- 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 that is 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.
- 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

- a. Refer to access control requirements for the Courtyard, Main Entry, and building exterior doors.

5. Telecommunications – Refer to Attachment B-15

- a. Provide a combined Public Address, Intercom, and Bell 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 from reputable insurers in the open market or more insurance than is specifically referred to below.

Subject to the preceding paragraph, the Proposer shall:

- 1. 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.

2. 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.
3. Maintain or cause to be maintained earthquake and windstorm insurance for the Simon Sanchez High School Facility.
4. Maintain or cause to be maintained flood 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 the 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 attached "30 Year Maintenance Program" Work Scope.

The building maintenance and custodial services phases shall commence upon acceptance of the 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 includes the preventive maintenance of the whole facility, and the replacement of all fixed equipment. Custodial services include all janitorial services, ground maintenance, and trash disposal.

30 Year Maintenance Program			Type			
			Janitorial	Preventive	Unscheduled	Capital
Typical School Facility Components for Maintenance		Frequency				
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 Lighting Systems including Interior and Exterior Incandescent and Fluorescent Lighting and Fixtures	Monthly	x	x		
7 7	Equipment Connections	As required			x	
7 8	Conduits, Conductors and Cables	As required			x	
7 9	Preventive Maintenance and Repair of Stand By Generator and Transfer Switch	Per Mfr		x	x	
8	Plumbing					
8 1	Main Water Supply Pipe Connections and Piping Within Boundaries	As required			x	
8 2	Underground Water 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

30 Year Maintenance Program			Type			
			Janitorial	Preventive	Unscheduled	Capital
Typical School Facility Components for Maintenance		Frequency				
9	Air Conditioning/Ventilation/Heating					
9.1	Air Conditioning Systems					
9.1.1	1 a Central Systems	wk, mo, qtr, 5-yr	x	x		x
9.1.2	1 b Individual Units	wk, mo, qtr, 5-yr	x	x		x
9.2	2 Ventilation Systems					
9.2.1	2 a Toilet and Bath Fan Exhaust Systems	wk, mo, qtr, 5-yr	x	x		x
9.2.2	2 b Cafeteria and Kitchen Fan Exhaust Systems	wk, mo, qtr, 5-yr	x	x		x
9.1.3	2 c Construction and Automotive Workshops Fume Exhaust Systems	wk, mo, qtr, 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 Extinguishers	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 Sports 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	Daily	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	Certification	annualy		x		x
17	Campus Security					
17.1	On Site Security	As Required	x			

(end)

REQUIRED FORMS

ATTACHMENTS 1-9

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

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

<u>Name</u>	<u>Address</u>	<u>Compensation</u>
-------------	----------------	---------------------

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

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 Proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer or person, to put in a sham proposal or to refrain from making an offer. The Proposer 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 Proposer or of any other Proposer, or to fix any overhead, profit or cost element of said proposal price, or of that of any other Proposer, or to secure any advantage against the government of Guam or any other Proposer, 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 Proposer, and on behalf of the Proposer's officers, representatives, agents, subcontractors, and employees.

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

Subscribed and sworn to before me

This ____ day of _____, 202__.

NOTARY PUBLIC

My commission expires: _____

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

2. To the best of affiant's knowledge, neither affiant, nor any of the Proposer'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 Proposer, 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 Proposer'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 Proposer's proposal.

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

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

Subscribed and sworn to before me

This _____ day of _____, 202_____

NOTARY PUBLIC

My commission expires: _____, _____.

CITY OF _____)
) ss.
ISLAND OF GUAM)

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 Proposer, and on behalf of the Proposer's officers, representatives, agents, subcontractors, and employees.

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 Proposer, a partner of the Proposer, an officer of the Proposer] 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 Proposer 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 Proposer 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:
 Proposer, if the Proposer is an individual;
 Partner, if the Proposer is a partnership;
 Officer, if the Proposer is a corporation.

Subscribed and sworn to before me

This _____ day of _____, 202__.

NOTARY PUBLIC

My commission expires: _____

FORM E

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

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

Name of Proposer Company: _____

I, _____ hereby certifies under penalty of perjury:

- 1) That I am _____ (the proposer, a partner of the proposer, an officer of the proposer) 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) 3) That the proposer is in full compliance with 5 GCA § 5801 and §5802, as many be applicable to be procurement herein;
- 4) 4) That I have review the 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 Proposer

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 "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 VII. 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 COMMISSIONS (Attachment 1)**

- ☐ The affidavit must be completed, notarized and dated

() **AFFIDAVIT 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 **"New Simon Sanchez High School: FDDBLM, Project No. 730-5-1059-L-YIG"** 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 price proposal form attached hereto exclusive to annual maintenance and insurance cost. The annual insurance and maintenance costs are excluded from this sum.

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 Proposal Guaranty attached, without endorsement, in the sum of not less than fifteen percent (15%) of the total amount of the price proposal but shall not exceed \$3 million, 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 price proposal of the undersigned. In the event that the undersigned Proposer 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 Proposal Guaranty shall be forfeited as liquidated damages for the delay and additional work and costs caused thereby in obtaining another Proposer, 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 price proposals or to waive any informality or technicality in any price proposals in the interest of the Government.

RESPECTFULLY SUBMITTED BY:

(CONTRACTOR)

(BY) *(Name and Signature)*

(TITLE)

(BUSINESS ADDRESS)

END OF PRICE PROPOSAL FORM

REQUEST FOR PROPOSALS

FOR

**NEW SIMON SANCHEZ HIGH SCHOOL:
FINANCE, DEMOLITION, DESIGN, BUILD, LEASE/LEASEBACK &
INSURE/CAPITAL MAINTENANCE
(FDDBLM)**

**AS AUTHORIZED BY THE "MA KĀHAT 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:



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

REQUEST FOR PROPOSALS

**NEW SIMON SANCHEZ HIGH SCHOOL:
FINANCE, DEMOLITION, DESIGN, BUILD, LEASE/LEASEBACK AND
INSURE/CAPITAL MAINTENANCE
(FDDBLM)**

PROJECT NO. 730-5-1059-L-YIG

LOURDES A. LEON GUERRERO
Governor of Guam

and

JOSHUA F. TENORIO
Lt. Governor of Guam

PREPARED BY:

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

2025

RECOMMEND APPROVAL:

APPROVED BY:

JOHN F. CALANAYAN
Engineer Supervisor
Department of Public Works

Date: _____

VINCENT P. ARRIOLA
Director
Department of Public Works

Date: _____



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

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



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 **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, Proposers 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 in-person pre-proposal conference** will be held on **Friday, April 4, 2025, at 9:00 a.m.** in the **Guam Economic Development Authority (GEDA) Conference Room, located on the 5th floor of the ITC Building**. A **mandatory site visit** will follow at 2 p.m. at the old Simon Sanchez High School 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

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, 9 AM	MANDATORY PRE-PROPOSAL CONFERENCE. MANDATORY SITE VISIT TO FOLLOW AT 2 PM
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, 4 PM	RFP SUBMITTAL DUE DATE (Submit to DPW, TMC Building, CIP Contract Section)
Wed-Thursday, June 4-5, 2025	ANTICIPATED PRESENTATION & INTERVIEW DATE
Friday, June 20, 2025	ANTICIPATED SELECTION NOTICE

NEW SIMON SANCHEZ HIGH SCHOOL (FDDBLM)

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Project No. 730-5-1059-L-YIG

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Attachments

ATTACHMENT A: FINANCING SCOPE OF WORK

ATTACHMENT B: DESIGN/CONSTRUCTION AND INSURANCE/CAPITAL MAINTENANCE
SCOPE OF WORK

Required Forms

ATTACHMENT 1: AFFIDAVIT OF DISCLOSING OWNERSHIP AND COMMISSIONS

ATTACHMENT 2: AFFIDAVIT OF NON-COLLUSION

ATTACHMENT 3: AFFIDAVIT re NO GRATUITIES OR KICKBACKS

ATTACHMENT 4: AFFIDAVIT re CONTINGENT FEES

ATTACHMENT 5: AFFIDAVIT re ETHICAL STANDARDS

ATTACHMENT 6: DECLARATION re COMPLIANCE WITH U.S DOL WAGE DETERMINATION

ATTACHMENT 7: ACKNOWLEDGEMENT OF RECEIPT FORM

ATTACHMENT 8: DPW CHECKLIST OF RESPONSIVENESS

ATTACHMENT 9: PRICE PROPOSAL & ADDENDA ACKNOWLEDGEMENT OF RECEIPT FORM

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 KĀHAT 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 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 company 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 sole point of contact 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: **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 contain 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 **"NEW SIMON SANCHEZ HIGH SCHOOL FDDBLM Project No. 730-5-1059-L-YIG"**. It 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 not part of the forty (40) pages should be 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 clearly identifying the written material by section and page number.

Section 3: Cover Letter (max. 1 page)

Each proposal shall include a cover letter signed by a person within the firm authorized to make representations on behalf of the firm and to bind the firm. The cover letter shall include the following information:

- a) The Proposer's contact person's name, phone number, and email address 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) You must also indicate whether you are 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 "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 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. Include A&E personnel. The evaluation will consider the entire team. Therefore, no changes in the Proposer's composition will be allowed without written approval by DPW.
- e) Provide a description of the Proposer's technical competence and 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:

3. 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 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. **Include a Critical Path Method (CPM) schedule and/or chart as an attachment to the proposal.**
- 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 to 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 to 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 intends to use resilient building materials and systems that will allow the Government of Guam to use the facility as an emergency shelter during a super-typhoon and quickly bring the facility back online after a storm.

- j) How the Proposer plans to incorporate local subcontracting teams into the Project, if applicable.
- k) How the Proposer plans to incorporate construction means, methods, and quality control into the Project.
- l) Detailed discussion on costs related to fees, general conditions, insurance, supervision, and management of all portions 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 coverage.
- o) Copy of the Contractor's License.
- p) Provide name and license of Proposer's Architectural/Engineering Design Team.
- q) Provide all required attachments in this RFP in an appendix not counted toward the forty (40) pages.

4. Financing

The Proposer shall work with the Guam Economic Development Authority (GEDA) to finance the new Simon Sanchez High School construction. Include the following information related to financing:

- a) Proposer's proposed structure in detail, provisions for extension of maturity, roll-over, or any other similar occurrence.
- b) Provide a sealed Term Sheet or similar format outlining the terms and conditions of the proposed lease/leaseback agreement.
- c) Discuss the estimated timeline for the issuance of this lease/leaseback and describe your firm's ability to conduct this transaction in a timely. 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.
- d) Please include your firm's latest audited financials for three (3) years.
- e) Please describe any other terms and conditions your firm requires regarding this financing.
- f) Indicate the principal personnel that would be available to GEDA and the government and describe their experience and responsibilities for this financing.
- g) 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.
- h) 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 to the area of building public schools or similar construction in size, price, and scope. 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 some 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) Discuss the Proposer's experience with projects performed in tropical environments.
- d) Identify whether the project is completed or ongoing.
- e) Identify if any of the projects had phased completion.
- f) 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 the owner's contact name, telephone number, and email address.
 - ix. Discussion of claims, demands, and/or litigation arising from the project and involving the Proposer, and the resolution.
 - x. List projects that the Proposer has 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 project's complexity; and the clients' needs, 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 lawsuits 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 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.

The 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 previous owner, general partner, limited partner, or other officer).

The proposer must hold a Contractor's 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 the 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 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) Falsifying information or submitting 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 indicate an unsatisfactory performance record. Information regarding any of the above may be considered in determining the suitability of Proposer to perform the services needed. Accordingly, the proposer may describe mitigating factors as a part of any of the above.

VIII. TERMS OF PAYMENT

1. 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 KĀHAT ACT OF 2013" AND ANY SUBSEQUENT/RELEVANT PUBLIC LAWS.

2. 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. 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.
4. 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.
5. 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.
6. 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 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 Proposers 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 Proposers Register Form.

XI. PRE-PROPOSAL CONFERENCE

Pre-proposal conferences are "*Mandatory*" as stated on the RFP Timelines. The pre-proposal conference shall be attended by an in-person representative of the Proposer. It will be conducted only to explain the procurement requirements for this Request for Proposals. DPW will notify all Proposers 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

Proposers 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 sole point of contact 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 PROPOSERS

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 sole point of contact at DPW. Questions about any part of this RFP shall be communicated in writing to the sole point of contact at 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 Proposers, 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 Proposer'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,

1. 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.
2. 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

1. 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.

2. 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, per Guam procurement law. 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 Proposer'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:

1. Cancel or terminate this RFP as provided in the Guam Procurement Regulations;
2. 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;
3. Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal;
4. Waive any minor informalities in proposals received, or have them corrected by the Proposer in accordance with applicable regulations;
5. Not award if it is in the best interest of DPW or the government of Guam not to proceed with contract execution; or
6. 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), Proposers 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. PERFORMANCE AND PAYMENT BOND

The successful bidder must deliver to the Owner an executed performance and payment bond (forms enclosed) in an amount at least equal to one hundred percent (100%) of the accepted bid as security for the faithful performance of the contract and security for the payment of all persons performing labor and furnishing materials in connection with this contract. The sureties of all bonds shall be such surety company or companies as are approved by the Owner and as are authorized to transact business in Guam. The bonds must be approved by the Owner prior to execution of the formal contract.

XXXI. INDEMNIFICATION

The Proposer shall indemnify the Government of Guam, DPW, GDOE, GEDA and their Consultants from any liability arising from the implementation of the Proposer's proposal.

XXXII. 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 I*). 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, Proposer, 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, Proposer, 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*).

XXXIII. 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.

XXXIV. 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 KĀHAT 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 evaluating.
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 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, 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.

XXXV. 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.

XXXVI. 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
<u>Proposal Plan</u> <u>Overall</u> proposal approach. A plan giving as much detail as practical on how the services will be performed. <i>(Refer to VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2 Entire Contents section.)</i>	15	
<u>Personnel Experience and Qualifications</u> Specialized experience and qualifications of personnel to perform the required services. <i>(Refer to VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2. Contents, Section 4, Personnel Experience and Qualifications)</i>	20	

EVALUATION CRITERIA	MAX SCORE	SCORE
<u>Capacity of Proposer</u> The Proposer's ability to perform the required services with its current resources and workload to meet the expected project outcome. (Refer to VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL; 2. Contents, Section 5 Approach and Capacity of Proposer).	30	
<u>Proposer's Experience on Similar Projects</u> 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 VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2. Contents, Section 6 Experience on Similar Projects).	25	
<u>Performance Issues</u> Proposer's performance issues related to past or present contracts and/or ongoing procurement. (Refer to VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2. Contents, Section 7 Performance Issues). *Note Proposers with the least amount of issues should score higher.	10	
TOTAL POINTS	100	

XXXVII. 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		

XXXVIII. 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								

XXXIX. 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 KÅHAT ACT OF 2013" AND ANY SUBSEQUENT Public Laws as relevant.

XL. 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 towards:

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.

XLI. 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.

XLII. 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.

XLIII. 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.

XLIV. 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.

XLV. 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.

XLVI. DEFINITIONS

- **Request for Proposals (RFP)** shall mean the invitation to invite proposals for the construction of the new Simon Sanchez High School. Proposal includes: Financing; Demolition of the existing facility; Design, Build, Lease/Leaseback, Insure the facility; operate and maintain the new facility for no more than 30 years.
- **Owner** shall mean the Guam Department of Education and the Governor of Guam, and/or his/her authorized representatives.
- **Contracting Officer** as used herein means the Director of Public Works of the Government of Guam and shall include his authorized representatives.
- **Critical Path Method (CPM)** shall mean the schedule that integrates the sequence of activities, task dependencies, durations, and critical milestones required for the financing, design, and construction of the New Simon Sanchez High School FDDBML Project. The CPM Schedule must be developed in accordance with contractual requirements, financial milestones, and performance obligations, ensuring completion within the 730-day period specified in the RFP. The 30-year leaseback period is excluded from the scheduling requirements.
- **Proposer** shall mean any developer, contractor, and finance companies legally operating under the US State or Territorial Laws and subject to Guam licensing regulations.
- **MA KÁHAT ACT OF 2013** shall mean Chapter 58D of Title 5, Guam Code Annotated.

- **FF&E** shall mean fixtures, furniture, and equipment for the new Simon Sanchez High School.
- **FF&E Services** shall mean the financing, procurement, storage, and installation of the FF&E.
- **Term Sheet** shall mean a formal document submitted by the Proposer that outlines the preliminary financial and contractual terms of the proposed financing arrangement for the project. This document provides a high-level summary of the financing structure, repayment mechanisms, risk allocation, and compliance with the requirements outlined in Attachment A—Financing Scope of Work of the RFP.
- **Price Proposal** shall mean the completed Price Proposal and Addenda Acknowledgment of Receipt Form
- **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 known 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.
- **Responsiveness** as used herein shall mean all items listed on RFP Attachment A.
- **Responsibility** as used herein is defined by Section XXII. Determination of Responsibility and Guam Procurement law.
- **Debarment** as used herein is defined by Section XXIX Debarment and may be extended to subcontractors of the Proposer.
- **Critical Path Method (CPM)** is the construction schedule which networks techniques used for planning, scheduling, and controlling large complex projects.
- **Evaluation Committee** shall include the GDOE Superintendent as Chairperson, and the following five (5) members DPW Director or Deputy Director, DPW Building Permit Administrator, Director of Land Management or Guam Chief Planner, GEDA Administrator or Deputy Administrator, and Principal of Simon Sanchez High School.
- **Liquidated Damages** are contracted for damages before a contract breach that enforces an estimate of harm that would be hard to calculate with certainty. The Government reserves the right to negotiate the amount of Liquidated Damages provision with the Successful Proposer.

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 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 KAHAT 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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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:
 - a. Provide FBLG with all emergency contact information for the contractor and developer's project/construction manager.
 - b. Provide 1-week notice prior to commencement of work activities within 100-ft of FBLG school grounds.
 - c. 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. courtyard space.
- s. Civil, Landscaping, Electrical, and Telecom requirements are identified in Attachments B-7, B-8, and B-15.

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 two passenger elevators and one 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/embroidered banners/flags at building entrances; the fence structure along the east side of the campus adjacent to the community walking path; offices; conference rooms; cafeteria; auditorium lobby; and library. 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 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 without parapet walls or guardrails.
 - 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.
 - 4) Comply with DPHSS requirements.
- 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 that is 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.
- 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

- a. Refer to access control requirements for the Courtyard, Main Entry, and building exterior doors.

5. Telecommunications – Refer to Attachment B-15

- a. Provide a combined Public Address, Intercom, and Bell 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 from reputable insurers in the open market or more insurance than is specifically referred to below.

Subject to the preceding paragraph, the Proposer shall:

- 1. 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.

2. 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.
3. Maintain or cause to be maintained earthquake and windstorm insurance for the Simon Sanchez High School Facility.
4. Maintain or cause to be maintained flood 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 the 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 attached "30 Year Maintenance Program" Work Scope.

The building maintenance and custodial services phases shall commence upon acceptance of the 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 includes the preventive maintenance of the whole facility, and the replacement of all fixed equipment. Custodial services include all janitorial services, ground maintenance, and trash disposal.

30 Year Maintenance Program			Type			
			Janitorial	Preventive	Unscheduled	Capital
Typical School Facility Components for Maintenance		Frequency				
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 Lighting Systems including Interior and Exterior Incandescent and Fluorescent Lighting and Fixtures	Monthly	x	x		
7 7	Equipment Connections	As required			x	
7 8	Conduits, Conductors and Cables	As required			x	
7 9	Preventive Maintenance and Repair of Stand By Generator and Transfer Switch	Per Mfr		x	x	
8	Plumbing					
8 1	Main Water Supply Pipe Connections and Piping Within Boundaries	As required			x	
8 2	Underground Water 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

30 Year Maintenance Program			Type			
			Janitorial	Preventive	Unscheduled	Capital
Typical School Facility Components for Maintenance		Frequency				
9	Air Conditioning/Ventilation/Heating					
9 1	Air Conditioning Systems					
9 1 1	1 a Central Systems	wk, mo, qtr, 5-yr	x	x		x
9 1 2	1 b Individual Units	wk, mo, qtr, 5-yr	x	x		x
9 2	2 Ventilation Systems					
9 2 1	2 a Toilet and Bath Fan Exhaust Systems	wk, mo, qtr, 5-yr	x	x		x
9 2 2	2 b Cafeteria and Kitchen Fan Exhaust Systems	wk, mo, qtr, 5-yr	x	x		x
9 1 3	2 c Construction and Automotive Workshops Fume Exhaust Systems	wk, mo, qtr, 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 Extinguishers	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 Sports 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	Daily	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	Certification	annualy		x		x
17	Campus Security					
17 1	On Site Security	As Required	x			

(end)

REQUIRED FORMS

ATTACHMENTS 1-9

AFFIDAVIT OF DISCLOSING OWNERSHIP AND COMMISSIONS

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

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

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

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

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

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

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

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

Subscribed and sworn to before me

This ____ day of _____, 202____.

NOTARY PUBLIC

My commission expires: _____

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 Proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer or person, to put in a sham proposal or to refrain from making an offer. The Proposer 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 Proposer or of any other Proposer, or to fix any overhead, profit or cost element of said proposal price, or of that of any other Proposer, or to secure any advantage against the government of Guam or any other Proposer, 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 Proposer, and on behalf of the Proposer's officers, representatives, agents, subcontractors, and employees.

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

Subscribed and sworn to before me

This _____ day of _____, 202____.

NOTARY PUBLIC

My commission expires: _____

AFFIDAVIT Re NO GRATUITIES or KICKBACKS

CITY OF _____)
ISLAND OF GUAM) ss.

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

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

2. To the best of affiant's knowledge, neither affiant, nor any of the Proposer'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 Proposer, 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 Proposer'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 Proposer's proposal.

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

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

Subscribed and sworn to before me

This day of , 202 .

NOTARY PUBLIC

My commission expires: _____, _____

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 Proposer, and on behalf of the Proposer's officers, representatives, agents, subcontractors, and employees.

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

Subscribed and sworn to before me

This ____ day of _____, 202__.

NOTARY PUBLIC

My commission expires: _____.

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 Proposer, a partner of the Proposer, an officer of the Proposer] 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 Proposer 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 Proposer 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:
 Proposer, if the Proposer is an individual;
 Partner, if the Proposer is a partnership;
 Officer, if the Proposer is a corporation.

Subscribed and sworn to before me

This _____ day of _____, 202_____.

NOTARY PUBLIC

My commission expires: _____

FORM E

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

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

Name of Proposer Company: _____

I, _____ hereby certifies under penalty of perjury:

- 1) That I am _____ (the proposer, a partner of the proposer, an officer of the proposer) 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) 3) That the proposer is in full compliance with 5 GCA § 5801 and §5802, as many be applicable to be procurement herein;
- 4) 4) That I have review the 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 Proposer _____

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 "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 VII. 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 COMMISSIONS (Attachment 1)**

- ☐ The affidavit must be completed, notarized and dated

() **AFFIDAVIT 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 **"New Simon Sanchez High School: FDDBLM, Project No. 730-5-1059-L-YIG"** 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 price proposal form attached hereto exclusive to annual maintenance and insurance cost. The annual insurance and maintenance costs are excluded from this sum.

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 Proposal Guaranty attached, without endorsement, in the sum of not less than fifteen percent (15%) of the total amount of the price proposal but shall not exceed \$3 million, 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 price proposal of the undersigned. In the event that the undersigned Proposer 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 Proposal Guaranty shall be forfeited as liquidated damages for the delay and additional work and costs caused thereby in obtaining another Proposer, 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 price proposals or to waive any informality or technicality in any price proposals in the interest of the Government.

RESPECTFULLY SUBMITTED BY:

(CONTRACTOR)

(BY) *(Name and Signature)*

(TITLE)

(BUSINESS ADDRESS)

END OF PRICE PROPOSAL FORM

REQUEST FOR PROPOSALS

FOR

**NEW SIMON SANCHEZ HIGH SCHOOL:
FINANCE, DEMOLITION, DESIGN, BUILD, LEASE/LEASEBACK &
INSURE/CAPITAL MAINTENANCE
(FDDBLM)**

**AS AUTHORIZED BY THE "MA KĀHAT 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:



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

REQUEST FOR PROPOSALS

**NEW SIMON SANCHEZ HIGH SCHOOL:
FINANCE, DEMOLITION, DESIGN, BUILD, LEASE/LEASEBACK AND
INSURE/CAPITAL MAINTENANCE
(FDDBLM)**

PROJECT NO. 730-5-1059-L-YIG

LOURDES A. LEON GUERRERO
Governor of Guam

and

JOSHUA F. TENORIO
Lt. Governor of Guam

PREPARED BY:

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

2025

RECOMMEND APPROVAL:

APPROVED BY:

JOHN F. CALANAYAN
Engineer Supervisor
Department of Public Works

Date: _____

VINCENT P. ARRIOLA
Director
Department of Public Works

Date: _____



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

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



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 **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, Proposers 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 in-person pre-proposal conference** will be held on **Friday, April 4, 2025, at 9:00 a.m.** in the **Guam Economic Development Authority (GEDA) Conference Room, located on the 5th floor of the ITC Building**. A **mandatory site visit** will follow at 2 p.m. at the old Simon Sanchez High School 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

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, 9 AM	MANDATORY PRE-PROPOSAL CONFERENCE. MANDATORY SITE VISIT TO FOLLOW AT 2 PM
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, 4 PM	RFP SUBMITTAL DUE DATE (Submit to DPW, TMC Building, CIP Contract Section)
Wed-Thursday, June 4-5, 2025	ANTICIPATED PRESENTATION & INTERVIEW DATE
Friday, June 20, 2025	ANTICIPATED SELECTION NOTICE

NEW SIMON SANCHEZ HIGH SCHOOL (FDDBLM)

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Attachments

ATTACHMENT A: FINANCING SCOPE OF WORK

ATTACHMENT B: DESIGN/CONSTRUCTION AND INSURANCE/CAPITAL MAINTENANCE
SCOPE OF WORK

Required Forms

ATTACHMENT 1: AFFIDAVIT OF DISCLOSING OWNERSHIP AND COMMISSIONS

ATTACHMENT 2: AFFIDAVIT OF NON-COLLUSION

ATTACHMENT 3: AFFIDAVIT re NO GRATUITIES OR KICKBACKS

ATTACHMENT 4: AFFIDAVIT re CONTINGENT FEES

ATTACHMENT 5: AFFIDAVIT re ETHICAL STANDARDS

ATTACHMENT 6: DECLARATION re COMPLIANCE WITH U.S DOL WAGE DETERMINATION

ATTACHMENT 7: ACKNOWLEDGEMENT OF RECEIPT FORM

ATTACHMENT 8: DPW CHECKLIST OF RESPONSIVENESS

ATTACHMENT 9: PRICE PROPOSAL & ADDENDA ACKNOWLEDGEMENT OF RECEIPT FORM

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 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 company 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 sole point of contact 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: **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 contain 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 "**NEW SIMON SANCHEZ HIGH SCHOOL FDDBLM Project No. 730-5-1059-L-YIG**". It 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 not part of the forty (40) pages should be 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 clearly identifying the written material by section and page number.

Section 3: Cover Letter (max. 1 page)

Each proposal shall include a cover letter signed by a person within the firm authorized to make representations on behalf of the firm and to bind the firm. The cover letter shall include the following information:

- a) The Proposer's contact person's name, phone number, and email address 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) You must also indicate whether you are 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 "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 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. Include A&E personnel. The evaluation will consider the entire team. Therefore, no changes in the Proposer's composition will be allowed without written approval by DPW.
- e) Provide a description of the Proposer's technical competence and 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:

3. 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 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. **Include a Critical Path Method (CPM) schedule and/or chart as an attachment to the proposal.**
- 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 to 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 to 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 intends to use resilient building materials and systems that will allow the Government of Guam to use the facility as an emergency shelter during a super-typhoon and quickly bring the facility back online after a storm.

- j) How the Proposer plans to incorporate local subcontracting teams into the Project, if applicable.
- k) How the Proposer plans to incorporate construction means, methods, and quality control into the Project.
- l) Detailed discussion on costs related to fees, general conditions, insurance, supervision, and management of all portions 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 coverage.
- o) Copy of the Contractor's License.
- p) Provide name and license of Proposer's Architectural/Engineering Design Team.
- q) Provide all required attachments in this RFP in an appendix not counted toward the forty (40) pages.

4. Financing

The Proposer shall work with the Guam Economic Development Authority (GEDA) to finance the new Simon Sanchez High School construction. Include the following information related to financing:

- a) Proposer's proposed structure in detail, provisions for extension of maturity, roll-over, or any other similar occurrence.
- b) Provide a sealed Term Sheet or similar format outlining the terms and conditions of the proposed lease/leaseback agreement.
- c) Discuss the estimated timeline for the issuance of this lease/leaseback and describe your firm's ability to conduct this transaction in a timely. 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.
- d) Please include your firm's latest audited financials for three (3) years.
- e) Please describe any other terms and conditions your firm requires regarding this financing.
- f) Indicate the principal personnel that would be available to GEDA and the government and describe their experience and responsibilities for this financing.
- g) 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.
- h) 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 to the area of building public schools or similar construction in size, price, and scope. 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 some 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) Discuss the Proposer's experience with projects performed in tropical environments.
- d) Identify whether the project is completed or ongoing.
- e) Identify if any of the projects had phased completion.
- f) 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 the owner's contact name, telephone number, and email address.
 - ix. Discussion of claims, demands, and/or litigation arising from the project and involving the Proposer, and the resolution.
 - x. List projects that the Proposer has 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 project's complexity; and the clients' needs, 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 lawsuits 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 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.

The 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 previous owner, general partner, limited partner, or other officer).

The proposer must hold a Contractor's 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 the 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 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) Falsifying information or submitting 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 indicate an unsatisfactory performance record. Information regarding any of the above may be considered in determining the suitability of Proposer to perform the services needed. Accordingly, the proposer may describe mitigating factors as a part of any of the above.

VIII. TERMS OF PAYMENT

1. 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 KĀHAT ACT OF 2013" AND ANY SUBSEQUENT/RELEVANT PUBLIC LAWS.

2. 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. 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.
4. 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.
5. 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.
6. 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 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 Proposers 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 Proposers Register Form.

XI. PRE-PROPOSAL CONFERENCE

Pre-proposal conferences are "*Mandatory*" as stated on the RFP Timelines. The pre-proposal conference shall be attended by an in-person representative of the Proposer. It will be conducted only to explain the procurement requirements for this Request for Proposals. DPW will notify all Proposers 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

Proposers 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 sole point of contact 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 PROPOSERS

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 sole point of contact at DPW. Questions about any part of this RFP shall be communicated in writing to the sole point of contact at 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 Proposers, 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 Proposer'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,

1. 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.
2. 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

1. 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.

2. 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, per Guam procurement law. 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 Proposer'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:

1. Cancel or terminate this RFP as provided in the Guam Procurement Regulations;
2. 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;
3. Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal;
4. Waive any minor informalities in proposals received, or have them corrected by the Proposer in accordance with applicable regulations;
5. Not award if it is in the best interest of DPW or the government of Guam not to proceed with contract execution; or
6. 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), Proposers 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. PERFORMANCE AND PAYMENT BOND

The successful bidder must deliver to the Owner an executed performance and payment bond (forms enclosed) in an amount at least equal to one hundred percent (100%) of the accepted bid as security for the faithful performance of the contract and security for the payment of all persons performing labor and furnishing materials in connection with this contract. The sureties of all bonds shall be such surety company or companies as are approved by the Owner and as are authorized to transact business in Guam. The bonds must be approved by the Owner prior to execution of the formal contract.

XXXI. INDEMNIFICATION

The Proposer shall indemnify the Government of Guam, DPW, GDOE, GEDA and their Consultants from any liability arising from the implementation of the Proposer's proposal.

XXXII. 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 I*). 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, Proposer, 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, Proposer, 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*).

XXXIII. 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.

XXXIV. 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 KĀHAT 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 evaluating.
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 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, 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.

XXXV. 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.

XXXVI. 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
<u>Proposal Plan</u> Overall proposal approach. A plan giving as much detail as practical on how the services will be performed. <i>(Refer to VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2 Entire Contents section.)</i>	15	
<u>Personnel Experience and Qualifications</u> Specialized experience and qualifications of personnel to perform the required services. <i>(Refer to VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2. Contents, Section 4, Personnel Experience and Qualifications)</i>	20	

EVALUATION CRITERIA	MAX SCORE	SCORE
<u>Capacity of Proposer</u> The Proposer's ability to perform the required services with its current resources and workload to meet the expected project outcome. (Refer to VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL; 2. Contents, Section 5 Approach and Capacity of Proposer).	30	
<u>Proposer's Experience on Similar Projects</u> 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 VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2. Contents, Section 6 Experience on Similar Projects).	25	
<u>Performance Issues</u> Proposer's performance issues related to past or present contracts and/or ongoing procurement. (Refer to VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2. Contents, Section 7 Performance Issues). *Note Proposers with the least amount of issues should score higher.	10	
TOTAL POINTS	100	

XXXVII. 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		

XXXVIII. 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								

XXXIX. 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 KĀHAT ACT OF 2013" AND ANY SUBSEQUENT Public Laws as relevant.

XL. 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 towards:

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.

XLI. 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.

XLII. 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.

XLIII. 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.

XLIV. 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.

XLV. 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.

XLVI. DEFINITIONS

- **Request for Proposals (RFP)** shall mean the invitation to invite proposals for the construction of the new Simon Sanchez High School. Proposal includes: Financing; Demolition of the existing facility; Design, Build, Lease/Leaseback, Insure the facility; operate and maintain the new facility for no more than 30 years.
- **Owner** shall mean the Guam Department of Education and the Governor of Guam, and/or his/her authorized representatives.
- **Contracting Officer** as used herein means the Director of Public Works of the Government of Guam and shall include his authorized representatives.
- **Critical Path Method (CPM)** shall mean the schedule that integrates the sequence of activities, task dependencies, durations, and critical milestones required for the financing, design, and construction of the New Simon Sanchez High School FDDBML Project. The CPM Schedule must be developed in accordance with contractual requirements, financial milestones, and performance obligations, ensuring completion within the 730-day period specified in the RFP. The 30-year leaseback period is excluded from the scheduling requirements.
- **Proposer** shall mean any developer, contractor, and finance companies legally operating under the US State or Territorial Laws and subject to Guam licensing regulations.
- **MA KĀHAT ACT OF 2013** shall mean Chapter 58D of Title 5, Guam Code Annotated.

- **FF&E** shall mean fixtures, furniture, and equipment for the new Simon Sanchez High School.
- **FF&E Services** shall mean the financing, procurement, storage, and installation of the FF&E.
- **Term Sheet** shall mean a formal document submitted by the Proposer that outlines the preliminary financial and contractual terms of the proposed financing arrangement for the project. This document provides a high-level summary of the financing structure, repayment mechanisms, risk allocation, and compliance with the requirements outlined in Attachment A—Financing Scope of Work of the RFP.
- **Price Proposal** shall mean the completed Price Proposal and Addenda Acknowledgment of Receipt Form
- **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 known 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.
- **Responsiveness** as used herein shall mean all items listed on RFP Attachment A.
- **Responsibility** as used herein is defined by Section XXII. Determination of Responsibility and Guam Procurement law.
- **Debarment** as used herein is defined by Section XXIX Debarment and may be extended to subcontractors of the Proposer.
- **Critical Path Method (CPM)** is the construction schedule which networks techniques used for planning, scheduling, and controlling large complex projects.
- **Evaluation Committee** shall include the GDOE Superintendent as Chairperson, and the following five (5) members DPW Director or Deputy Director, DPW Building Permit Administrator, Director of Land Management or Guam Chief Planner, GEDA Administrator or Deputy Administrator, and Principal of Simon Sanchez High School.
- **Liquidated Damages** are contracted for damages before a contract breach that enforces an estimate of harm that would be hard to calculate with certainty. The Government reserves the right to negotiate the amount of Liquidated Damages provision with the Successful Proposer.

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 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 KAHAT 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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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:
 - a. Provide FBLG with all emergency contact information for the contractor and developer's project/construction manager.
 - b. Provide 1-week notice prior to commencement of work activities within 100-ft of FBLG school grounds.
 - c. 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. courtyard space.
- s. Civil, Landscaping, Electrical, and Telecom requirements are identified in Attachments B-7, B-8, and B-15.

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 two passenger elevators and one 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/embroidered banners/flags at building entrances; the fence structure along the east side of the campus adjacent to the community walking path; offices; conference rooms; cafeteria; auditorium lobby; and library. 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 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 without parapet walls or guardrails.
 - 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.
 - 4) Comply with DPHSS requirements.
- 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 that is 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.
- 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

- a. Refer to access control requirements for the Courtyard, Main Entry, and building exterior doors.

5. Telecommunications – Refer to Attachment B-15

- a. Provide a combined Public Address, Intercom, and Bell 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 from reputable insurers in the open market or more insurance than is specifically referred to below.

Subject to the preceding paragraph, the Proposer shall:

- 1. 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.

2. 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.
3. Maintain or cause to be maintained earthquake and windstorm insurance for the Simon Sanchez High School Facility.
4. Maintain or cause to be maintained flood 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 the 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 attached "30 Year Maintenance Program" Work Scope.

The building maintenance and custodial services phases shall commence upon acceptance of the 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 includes the preventive maintenance of the whole facility, and the replacement of all fixed equipment. Custodial services include all janitorial services, ground maintenance, and trash disposal.

30 Year Maintenance Program			Type			
			Janitorial	Preventive	Unscheduled	Capital
Typical School Facility Components for Maintenance		Frequency				
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 Lighting Systems including Interior and Exterior Incandescent and Fluorescent Lighting and Fixtures	Monthly	x	x		
7 7	Equipment Connections	As required			x	
7 8	Conduits, Conductors and Cables	As required			x	
7 9	Preventive Maintenance and Repair of Stand By Generator and Transfer Switch	Per Mfr		x	x	
8	Plumbing					
8 1	Main Water Supply Pipe Connections and Piping Within Boundaries	As required			x	
8 2	Underground Water 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

30 Year Maintenance Program			Type			
			Janitorial	Preventive	Unscheduled	Capital
Typical School Facility Components for Maintenance		Frequency				
9	Air Conditioning/Ventilation/Heating					
9 1	Air Conditioning Systems					
9 1 1	1 a Central Systems	wk, mo, qtr, 5-yr	x	x		x
9 1 2	1 b Individual Units	wk, mo, qtr, 5-yr	x	x		x
9 2	2 Ventilation Systems					
9 2 1	2 a Toilet and Bath Fan Exhaust Systems	wk, mo, qtr, 5-yr	x	x		x
9 2 2	2 b Cafeteria and Kitchen Fan Exhaust Systems	wk, mo, qtr, 5-yr	x	x		x
9 1 3	2 c Construction and Automotive Workshops Fume Exhaust Systems	wk, mo, qtr, 5-yr	x	x		x
10	Fire Protection System					
10 1	Testing and Certifying of Fire Protection System	Annually		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 Extinguishers	Annually/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 Sports 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	Daily	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	Certification	annually		x		x
17	Campus Security					
17 1	On Site Security	As Required	x			

(end)

REQUIRED FORMS

ATTACHMENTS 1-9

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

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

<u>Name</u>	<u>Address</u>	<u>Compensation</u>
Mr. J. H. Smith	123 Main St., New York, N.Y.	\$12,000
Mr. W. B. Jones	456 Elm St., Chicago, Ill.	\$10,500
Mr. R. L. Brown	789 Oak St., Boston, Mass.	\$9,800
Mr. T. M. Green	101 Pine St., Philadelphia, Pa.	\$8,500
Mr. S. K. White	202 Cedar St., San Francisco, Cal.	\$7,200
Mr. P. Q. Black	303 Birch St., Los Angeles, Cal.	\$6,800
Mr. M. N. Gray	404 Spruce St., Portland, Me.	\$5,500
Mr. L. O. Hall	505 Ash St., Seattle, Wash.	\$4,800
Mr. K. J. Young	606 Willow St., Denver, Colo.	\$4,200
Mr. I. P. King	707 Poplar St., St. Louis, Mo.	\$3,800
Mr. H. R. Lee	808 Hickory St., Kansas City, Mo.	\$3,500
Mr. G. T. Scott	909 Walnut St., Cincinnati, Ohio	\$3,200
Mr. F. W. Adams	1010 Chestnut St., Pittsburgh, Pa.	\$3,000
Mr. D. C. Baker	1111 Madison St., Indianapolis, Ind.	\$2,800
Mr. E. G. Miller	1212 Monroe St., Louisville, Ky.	\$2,500
Mr. C. H. Wilson	1313 Taylor St., Memphis, Tenn.	\$2,200
Mr. B. I. Moore	1414 Adams St., Nashville, Tenn.	\$2,000
Mr. A. J. Taylor	1515 Jackson St., Birmingham, Ala.	\$1,800
Mr. N. M. Evans	1616 Franklin St., Mobile, Ala.	\$1,500
Mr. O. P. Harris	1717 Grant St., Montgomery, Ala.	\$1,200
Mr. Q. R. Clark	1818 Lincoln St., Tallahassee, Fla.	\$1,000
Mr. S. T. Lewis	1919 Washington St., Jacksonville, Fla.	\$900
Mr. U. V. Walker	2020 Madison St., Miami, Fla.	\$800
Mr. W. X. Hall	2121 Monroe St., Orlando, Fla.	\$700
Mr. Y. Z. King	2222 Taylor St., Tampa, Fla.	\$600
Mr. A. B. Scott	2323 Adams St., St. Petersburg, Fla.	\$500
Mr. C. D. Adams	2424 Jackson St., Clearwater, Fla.	\$400
Mr. E. F. Baker	2525 Franklin St., Dunedin, Fla.	\$300
Mr. G. H. Clark	2626 Grant St., Palm Bay, Fla.	\$200
Mr. I. J. Evans	2727 Lincoln St., Titusville, Fla.	\$100
Mr. K. L. Harris	2828 Washington St., Melbourne, Fla.	\$0
Mr. M. N. King	2929 Madison St., Ft. Pierce, Fla.	\$0
Mr. O. P. Lewis	3030 Monroe St., Vero Beach, Fla.	\$0
Mr. Q. R. Moore	3131 Taylor St., Ft. St. John, Fla.	\$0
Mr. S. T. Taylor	3232 Adams St., Palm Bay, Fla.	\$0
Mr. U. V. White	3333 Jackson St., Ft. Pierce, Fla.	\$0
Mr. W. X. Young	3434 Franklin St., Vero Beach, Fla.	\$0
Mr. Y. Z. Hall	3535 Grant St., Ft. St. John, Fla.	\$0
Mr. A. B. King	3636 Lincoln St., Palm Bay, Fla.	\$0
Mr. C. D. Scott	3737 Washington St., Ft. Pierce, Fla.	\$0
Mr. E. F. Adams	3838 Madison St., Vero Beach, Fla.	\$0
Mr. G. H. Baker	3939 Monroe St., Ft. St. John, Fla.	\$0
Mr. I. J. Clark	4040 Taylor St., Palm Bay, Fla.	\$0
Mr. K. L. Evans	4141 Adams St., Ft. Pierce, Fla.	\$0
Mr. M. N. Harris	4242 Jackson St., Vero Beach, Fla.	\$0
Mr. O. P. King	4343 Franklin St., Ft. St. John, Fla.	\$0
Mr. Q. R. Lewis	4444 Grant St., Palm Bay, Fla.	\$0
Mr. S. T. Moore	4545 Lincoln St., Ft. Pierce, Fla.	\$0
Mr. U. V. Taylor	4646 Washington St., Vero Beach, Fla.	\$0
Mr. W. X. White	4747 Madison St., Ft. St. John, Fla.	\$0
Mr. Y. Z. Young	4848 Monroe St., Palm Bay, Fla.	\$0
Mr. A. B. Hall	4949 Taylor St., Ft. Pierce, Fla.	\$0
Mr. C. D. King	5050 Adams St., Vero Beach, Fla.	\$0
Mr. E. F. Scott	5151 Jackson St., Ft. St. John, Fla.	\$0
Mr. G. H. Adams	5252 Franklin St., Palm Bay, Fla.	\$0
Mr. I. J. Baker	5353 Grant St., Ft. Pierce, Fla.	\$0
Mr. K. L. Clark	5454 Lincoln St., Vero Beach, Fla.	\$0
Mr. M. N. Evans	5555 Washington St., Ft. St. John, Fla.	\$0
Mr. O. P. Harris	5656 Madison St., Palm Bay, Fla.	\$0
Mr. Q. R. King	5757 Monroe St., Ft. Pierce, Fla.	\$0
Mr. S. T. Lewis	5858 Taylor St., Vero Beach, Fla.	\$0
Mr. U. V. Moore	5959 Adams St., Ft. St. John, Fla.	\$0
Mr. W. X. Taylor	6060 Jackson St., Palm Bay, Fla.	\$0
Mr. Y. Z. White	6161 Franklin St., Ft. Pierce, Fla.	\$0
Mr. A. B. Young	6262 Grant St., Vero Beach, Fla.	\$0
Mr. C. D. Hall	6363 Lincoln St., Ft. St. John, Fla.	\$0
Mr. E. F. King	6464 Washington St., Palm Bay, Fla.	\$0
Mr. G. H. Scott	6565 Madison St., Ft. Pierce, Fla.	\$0
Mr. I. J. Adams	6666 Monroe St., Vero Beach, Fla.	\$0
Mr. K. L. Baker	6767 Taylor St., Ft. St. John, Fla.	\$0
Mr. M. N. Clark	6868 Adams St., Palm Bay, Fla.	\$0
Mr. O. P. Evans	6969 Jackson St., Ft. Pierce, Fla.	\$0
Mr. Q. R. Harris	7070 Franklin St., Vero Beach, Fla.	\$0
Mr. S. T. King	7171 Grant St., Ft. St. John, Fla.	\$0
Mr. U. V. Lewis	7272 Lincoln St., Palm Bay, Fla.	\$0
Mr. W. X. Moore	7373 Washington St., Ft. Pierce, Fla.	\$0
Mr. Y. Z. Taylor	7474 Madison St., Vero Beach, Fla.	\$0
Mr. A. B. White	7575 Monroe St., Ft. St. John, Fla.	\$0
Mr. C. D. Young	7676 Taylor St., Palm Bay, Fla.	\$0
Mr. E. F. Hall	7777 Adams St., Ft. Pierce, Fla.	\$0
Mr. G. H. King	7878 Jackson St., Vero Beach, Fla.	\$0
Mr. I. J. Scott	7979 Franklin St., Ft. St. John, Fla.	\$0
Mr. K. L. Adams	8080 Grant St., Palm Bay, Fla.	\$0
Mr. M. N. Baker	8181 Lincoln St., Ft. Pierce, Fla.	\$0
Mr. O. P. Clark	8282 Washington St., Vero Beach, Fla.	\$0
Mr. Q. R. Evans	8383 Madison St., Ft. St. John, Fla.	\$0
Mr. S. T. Harris	8484 Monroe St., Palm Bay, Fla.	\$0
Mr. U. V. King	8585 Taylor St., Ft. Pierce, Fla.	\$0
Mr. W. X. Lewis		

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

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

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

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

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

This _____ day of _____, 202_____

My commission expires: _____

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

2. To the best of affiant's knowledge, neither affiant, nor any of the Proposer'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 Proposer, 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 Proposer'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 Proposer's proposal.

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

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

Subscribed and sworn to before me

This day of _____, 202

NOTARY PUBLIC

My commission expires: _____, _____.

CITY OF _____)
) ss.
ISLAND OF GUAM)

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 Proposer, and on behalf of the Proposer's officers, representatives, agents, subcontractors, and employees.

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 Proposer, a partner of the Proposer, an officer of the Proposer] 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 Proposer 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 Proposer 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:
 Proposer, if the Proposer is an individual;
 Partner, if the Proposer is a partnership;
 Officer, if the Proposer is a corporation.

Subscribed and sworn to before me

This _____ day of _____, 202____.

NOTARY PUBLIC

My commission expires: _____

FORM E

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

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

Name of Proposer Company: _____

I, _____ hereby certifies under penalty of perjury:

- 1) That I am _____ (the proposer, a partner of the proposer, an officer of the proposer) 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) 3) That the proposer is in full compliance with 5 GCA § 5801 and §5802, as many be applicable to be procurement herein;
- 4) 4) That I have review the 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 Proposer

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 "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 VII. 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 COMMISSIONS (Attachment 1)**

- ☐ The affidavit must be completed, notarized and dated

() **AFFIDAVIT 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 **"New Simon Sanchez High School: FDDBLM, Project No. 730-5-1059-L-YIG"** 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 price proposal form attached hereto exclusive to annual maintenance and insurance cost. The annual insurance and maintenance costs are excluded from this sum.

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 Proposal Guaranty attached, without endorsement, in the sum of not less than fifteen percent (15%) of the total amount of the price proposal but shall not exceed \$3 million, 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 price proposal of the undersigned. In the event that the undersigned Proposer 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 Proposal Guaranty shall be forfeited as liquidated damages for the delay and additional work and costs caused thereby in obtaining another Proposer, 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 price proposals or to waive any informality or technicality in any price proposals in the interest of the Government.

RESPECTFULLY SUBMITTED BY:

(CONTRACTOR)

(BY) *(Name and Signature)*

(TITLE)

(BUSINESS ADDRESS)

END OF PRICE PROPOSAL FORM

REQUEST FOR PROPOSALS

FOR

**NEW SIMON SANCHEZ HIGH SCHOOL:
FINANCE, DEMOLITION, DESIGN, BUILD, LEASE/LEASEBACK &
INSURE/CAPITAL MAINTENANCE
(FDDBLM)**

**AS AUTHORIZED BY THE "MA KÅHAT 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:



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

REQUEST FOR PROPOSALS

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DEPARTMENT OF PUBLIC WORKS
GOVERNMENT OF GUAM**

2025

RECOMMEND APPROVAL:

APPROVED BY:

JOHN F. CALANAYAN
Engineer Supervisor
Department of Public Works

Date: _____

VINCENT P. ARRIOLA
Director
Department of Public Works

Date: _____



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

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



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 **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, Proposers 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 in-person pre-proposal conference** will be held on **Friday, April 4, 2025, at 9:00 a.m.** in the **Guam Economic Development Authority (GEDA) Conference Room, located on the 5th floor of the ITC Building**. A **mandatory site visit** will follow at 2 p.m. at the old Simon Sanchez High School 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

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, 9 AM	MANDATORY PRE-PROPOSAL CONFERENCE. MANDATORY SITE VISIT TO FOLLOW AT 2 PM
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, 4 PM	RFP SUBMITTAL DUE DATE (Submit to DPW, TMC Building, CIP Contract Section)
Wed-Thursday, June 4-5, 2025	ANTICIPATED PRESENTATION & INTERVIEW DATE
Friday, June 20, 2025	ANTICIPATED SELECTION NOTICE

NEW SIMON SANCHEZ HIGH SCHOOL (FDDBLM)

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ATTACHMENT A: FINANCING SCOPE OF WORK

ATTACHMENT B: DESIGN/CONSTRUCTION AND INSURANCE/CAPITAL MAINTENANCE
SCOPE OF WORK

Required Forms

ATTACHMENT 1: AFFIDAVIT OF DISCLOSING OWNERSHIP AND COMMISSIONS

ATTACHMENT 2: AFFIDAVIT OF NON-COLLUSION

ATTACHMENT 3: AFFIDAVIT re NO GRATUITIES OR KICKBACKS

ATTACHMENT 4: AFFIDAVIT re CONTINGENT FEES

ATTACHMENT 5: AFFIDAVIT re ETHICAL STANDARDS

ATTACHMENT 6: DECLARATION re COMPLIANCE WITH U.S DOL WAGE DETERMINATION

ATTACHMENT 7: ACKNOWLEDGEMENT OF RECEIPT FORM

ATTACHMENT 8: DPW CHECKLIST OF RESPONSIVENESS

ATTACHMENT 9: PRICE PROPOSAL & ADDENDA ACKNOWLEDGEMENT OF RECEIPT FORM

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 KĀHAT 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 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 company 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 sole point of contact 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: **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 contain 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 "**NEW SIMON SANCHEZ HIGH SCHOOL FDDBLM Project No. 730-5-1059-L-YIG**". It 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 not part of the forty (40) pages should be 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 clearly identifying the written material by section and page number.

Section 3: Cover Letter (max. 1 page)

Each proposal shall include a cover letter signed by a person within the firm authorized to make representations on behalf of the firm and to bind the firm. The cover letter shall include the following information:

- a) The Proposer's contact person's name, phone number, and email address 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) You must also indicate whether you are 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 "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 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. Include A&E personnel. The evaluation will consider the entire team. Therefore, no changes in the Proposer's composition will be allowed without written approval by DPW.
- e) Provide a description of the Proposer's technical competence and 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:

3. 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 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. **Include a Critical Path Method (CPM) schedule and/or chart as an attachment to the proposal.**
- 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 to 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 to 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 intends to use resilient building materials and systems that will allow the Government of Guam to use the facility as an emergency shelter during a super-typhoon and quickly bring the facility back online after a storm.

- j) How the Proposer plans to incorporate local subcontracting teams into the Project, if applicable.
- k) How the Proposer plans to incorporate construction means, methods, and quality control into the Project.
- l) Detailed discussion on costs related to fees, general conditions, insurance, supervision, and management of all portions 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 coverage.
- o) Copy of the Contractor's License.
- p) Provide name and license of Proposer's Architectural/Engineering Design Team.
- q) Provide all required attachments in this RFP in an appendix not counted toward the forty (40) pages.

4. Financing

The Proposer shall work with the Guam Economic Development Authority (GEDA) to finance the new Simon Sanchez High School construction. Include the following information related to financing:

- a) Proposer's proposed structure in detail, provisions for extension of maturity, roll-over, or any other similar occurrence.
- b) Provide a sealed Term Sheet or similar format outlining the terms and conditions of the proposed lease/leaseback agreement.
- c) Discuss the estimated timeline for the issuance of this lease/leaseback and describe your firm's ability to conduct this transaction in a timely. 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.
- d) Please include your firm's latest audited financials for three (3) years.
- e) Please describe any other terms and conditions your firm requires regarding this financing.
- f) Indicate the principal personnel that would be available to GEDA and the government and describe their experience and responsibilities for this financing.
- g) 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.
- h) 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 to the area of building public schools or similar construction in size, price, and scope. 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 some 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) Discuss the Proposer's experience with projects performed in tropical environments.
- d) Identify whether the project is completed or ongoing.
- e) Identify if any of the projects had phased completion.
- f) 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 the owner's contact name, telephone number, and email address.
 - ix. Discussion of claims, demands, and/or litigation arising from the project and involving the Proposer, and the resolution.
 - x. List projects that the Proposer has 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 project's complexity; and the clients' needs, 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 lawsuits 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 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.

The 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 previous owner, general partner, limited partner, or other officer).

The proposer must hold a Contractor's 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 the 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 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) Falsifying information or submitting 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 indicate an unsatisfactory performance record. Information regarding any of the above may be considered in determining the suitability of Proposer to perform the services needed. Accordingly, the proposer may describe mitigating factors as a part of any of the above.

VIII. TERMS OF PAYMENT

1. 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 KĀHAT ACT OF 2013" AND ANY SUBSEQUENT/RELEVANT PUBLIC LAWS.

2. 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. 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.
4. 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.
5. 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.
6. 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 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 Proposers 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 Proposers Register Form.

XI. PRE-PROPOSAL CONFERENCE

Pre-proposal conferences are "*Mandatory*" as stated on the RFP Timelines. The pre-proposal conference shall be attended by an in-person representative of the Proposer. It will be conducted only to explain the procurement requirements for this Request for Proposals. DPW will notify all Proposers 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

Proposers 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 sole point of contact 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 PROPOSERS

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 sole point of contact at DPW. Questions about any part of this RFP shall be communicated in writing to the sole point of contact at 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 Proposers, 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 Proposer'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,

1. 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.
2. 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

1. 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.

2. 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, per Guam procurement law. 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 Proposer'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:

1. Cancel or terminate this RFP as provided in the Guam Procurement Regulations;
2. 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;
3. Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal;
4. Waive any minor informalities in proposals received, or have them corrected by the Proposer in accordance with applicable regulations;
5. Not award if it is in the best interest of DPW or the government of Guam not to proceed with contract execution; or
6. 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), Proposers 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. PERFORMANCE AND PAYMENT BOND

The successful bidder must deliver to the Owner an executed performance and payment bond (forms enclosed) in an amount at least equal to one hundred percent (100%) of the accepted bid as security for the faithful performance of the contract and security for the payment of all persons performing labor and furnishing materials in connection with this contract. The sureties of all bonds shall be such surety company or companies as are approved by the Owner and as are authorized to transact business in Guam. The bonds must be approved by the Owner prior to execution of the formal contract.

XXXI. INDEMNIFICATION

The Proposer shall indemnify the Government of Guam, DPW, GDOE, GEDA and their Consultants from any liability arising from the implementation of the Proposer's proposal.

XXXII. 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 I*). 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, Proposer, 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, Proposer, 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*).

XXXIII. 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.

XXXIV. 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 KĀHAT 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 evaluating.
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 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, 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.

XXXV. 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.

XXXVI. 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
<u>Proposal Plan</u> <u>Overall</u> proposal approach. A plan giving as much detail as practical on how the services will be performed. <i>(Refer to VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2 Entire Contents section.)</i>	15	
<u>Personnel Experience and Qualifications</u> Specialized experience and qualifications of personnel to perform the required services. <i>(Refer to VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2. Contents, Section 4, Personnel Experience and Qualifications)</i>	20	

EVALUATION CRITERIA	MAX SCORE	SCORE
<u>Capacity of Proposer</u> The Proposer's ability to perform the required services with its current resources and workload to meet the expected project outcome. (Refer to VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL; 2. Contents, Section 5 Approach and Capacity of Proposer).	30	
<u>Proposer's Experience on Similar Projects</u> 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 VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2. Contents, Section 6 Experience on Similar Projects).	25	
<u>Performance Issues</u> Proposer's performance issues related to past or present contracts and/or ongoing procurement. (Refer to VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2. Contents, Section 7 Performance Issues). *Note Proposers with the least amount of issues should score higher.	10	
TOTAL POINTS	100	

XXXVII. 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		

XXXVIII. 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								

XXXIX. 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 KĀHAT ACT OF 2013" AND ANY SUBSEQUENT Public Laws as relevant.

XL. 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 towards:

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.

XLI. 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.

XLII. 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.

XLIII. 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.

XLIV. 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.

XLV. 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.

XLVI. DEFINITIONS

- **Request for Proposals (RFP)** shall mean the invitation to invite proposals for the construction of the new Simon Sanchez High School. Proposal includes: Financing; Demolition of the existing facility; Design, Build, Lease/Leaseback, Insure the facility; operate and maintain the new facility for no more than 30 years.
- **Owner** shall mean the Guam Department of Education and the Governor of Guam, and/or his/her authorized representatives.
- **Contracting Officer** as used herein means the Director of Public Works of the Government of Guam and shall include his authorized representatives.
- **Critical Path Method (CPM)** shall mean the schedule that integrates the sequence of activities, task dependencies, durations, and critical milestones required for the financing, design, and construction of the New Simon Sanchez High School FDDBML Project. The CPM Schedule must be developed in accordance with contractual requirements, financial milestones, and performance obligations, ensuring completion within the 730-day period specified in the RFP. The 30-year leaseback period is excluded from the scheduling requirements.
- **Proposer** shall mean any developer, contractor, and finance companies legally operating under the US State or Territorial Laws and subject to Guam licensing regulations.
- **MA KĀHAT ACT OF 2013** shall mean Chapter 58D of Title 5, Guam Code Annotated.

- **FF&E** shall mean fixtures, furniture, and equipment for the new Simon Sanchez High School.
- **FF&E Services** shall mean the financing, procurement, storage, and installation of the FF&E.
- **Term Sheet** shall mean a formal document submitted by the Proposer that outlines the preliminary financial and contractual terms of the proposed financing arrangement for the project. This document provides a high-level summary of the financing structure, repayment mechanisms, risk allocation, and compliance with the requirements outlined in Attachment A—Financing Scope of Work of the RFP.
- **Price Proposal** shall mean the completed Price Proposal and Addenda Acknowledgment of Receipt Form
- **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 known 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.
- **Responsiveness** as used herein shall mean all items listed on RFP Attachment A.
- **Responsibility** as used herein is defined by Section XXII. Determination of Responsibility and Guam Procurement law.
- **Debarment** as used herein is defined by Section XXIX Debarment and may be extended to subcontractors of the Proposer.
- **Critical Path Method (CPM)** is the construction schedule which networks techniques used for planning, scheduling, and controlling large complex projects.
- **Evaluation Committee** shall include the GDOE Superintendent as Chairperson, and the following five (5) members DPW Director or Deputy Director, DPW Building Permit Administrator, Director of Land Management or Guam Chief Planner, GEDA Administrator or Deputy Administrator, and Principal of Simon Sanchez High School.
- **Liquidated Damages** are contracted for damages before a contract breach that enforces an estimate of harm that would be hard to calculate with certainty. The Government reserves the right to negotiate the amount of Liquidated Damages provision with the Successful Proposer.

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 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 KAHAT 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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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	

- 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:
 - a. Provide FBLG with all emergency contact information for the contractor and developer's project/construction manager.
 - b. Provide 1-week notice prior to commencement of work activities within 100-ft of FBLG school grounds.
 - c. 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. courtyard space.
- s. Civil, Landscaping, Electrical, and Telecom requirements are identified in Attachments B-7, B-8, and B-15.

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 two passenger elevators and one 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/embroidered banners/flags at building entrances; the fence structure along the east side of the campus adjacent to the community walking path; offices; conference rooms; cafeteria; auditorium lobby; and library. 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 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 without parapet walls or guardrails.
 - 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.
 - 4) Comply with DPHSS requirements.
- 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 that is 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.
- 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
 - a. Refer to access control requirements for the Courtyard, Main Entry, and building exterior doors.
5. Telecommunications – Refer to Attachment B-15
 - a. Provide a combined Public Address, Intercom, and Bell 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 from reputable insurers in the open market or more insurance than is specifically referred to below.

Subject to the preceding paragraph, the Proposer shall:

1. 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.

2. 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.
3. Maintain or cause to be maintained earthquake and windstorm insurance for the Simon Sanchez High School Facility.
4. Maintain or cause to be maintained flood 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 the 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 attached "30 Year Maintenance Program" Work Scope.

The building maintenance and custodial services phases shall commence upon acceptance of the 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 includes the preventive maintenance of the whole facility, and the replacement of all fixed equipment. Custodial services include all janitorial services, ground maintenance, and trash disposal.

30 Year Maintenance Program			Type			
			Janitorial	Preventive	Unscheduled	Capital
Typical School Facility Components for Maintenance		Frequency				
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 Lighting Systems including Interior and Exterior Incandescent and Fluorescent Lighting and Fixtures	Monthly	x	x		
7 7	Equipment Connections	As required			x	
7 8	Conduits, Conductors and Cables	As required			x	
7 9	Preventive Maintenance and Repair of Stand By Generator and Transfer Switch	Per Mfr		x	x	
8	Plumbing					
8 1	Main Water Supply Pipe Connections and Piping Within Boundaries	As required			x	
8 2	Underground Water 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

30 Year Maintenance Program			Type			
			Janitorial	Preventive	Unscheduled	Capital
Typical School Facility Components for Maintenance		Frequency				
9	Air Conditioning/Ventilation/Heating					
9.1	Air Conditioning Systems					
9.1.1	1 a Central Systems	wk, mo, qtr, 5-yr	x	x		x
9.1.2	1 b Individual Units	wk, mo, qtr, 5-yr	x	x		x
9.2	2 Ventilation Systems					
9.2.1	2 a Toilet and Bath Fan Exhaust Systems	wk, mo, qtr, 5-yr	x	x		x
9.2.2	2 b Cafeteria and Kitchen Fan Exhaust Systems	wk, mo, qtr, 5-yr	x	x		x
9.1.3	2 c Construction and Automotive Workshops Fume Exhaust Systems	wk, mo, qtr, 5-yr	x	x		x
10	Fire Protection System					
10.1	Testing and Certifying of Fire Protection System	Annually		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 Extinguishers	Annually/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 Sports 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	Daily	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	Certification	annually		x		x
17	Campus Security					
17.1	On Site Security	As Required	x			

(end)

REQUIRED FORMS

ATTACHMENTS 1-9

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

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

<u>Name</u>	<u>Address</u>	<u>Compensation</u>
-------------	----------------	---------------------

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

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 Proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer or person, to put in a sham proposal or to refrain from making an offer. The Proposer 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 Proposer or of any other Proposer, or to fix any overhead, profit or cost element of said proposal price, or of that of any other Proposer, or to secure any advantage against the government of Guam or any other Proposer, 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 Proposer, and on behalf of the Proposer's officers, representatives, agents, subcontractors, and employees.

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

Subscribed and sworn to before me

This day of , 202 .

NOTARY PUBLIC

My commission expires: _____

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

2. To the best of affiant's knowledge, neither affiant, nor any of the Proposer'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 Proposer, 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 Proposer'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 Proposer's proposal.

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

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

Subscribed and sworn to before me

This _____ day of _____, 202_____.

NOTARY PUBLIC

My commission expires: _____, _____.

CITY OF _____)
) ss.
ISLAND OF GUAM)

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 Proposer, and on behalf of the Proposer's officers, representatives, agents, subcontractors, and employees.

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 Proposer, a partner of the Proposer, an officer of the Proposer] 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 Proposer 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 Proposer 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:
Proposer, if the Proposer is an individual;
Partner, if the Proposer is a partnership;
Officer, if the Proposer is a corporation.

Subscribed and sworn to before me

This _____ day of _____, 202_____.

NOTARY PUBLIC

My commission expires: _____

FORM E

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

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

Name of Proposer Company: _____

I, _____ hereby certifies under penalty of perjury:

- 1) That I am _____ (the proposer, a partner of the proposer, an officer of the proposer) 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) 3) That the proposer is in full compliance with 5 GCA § 5801 and §5802, as many be applicable to be procurement herein;
- 4) 4) That I have review the 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 Proposer

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 "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 VII. 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 COMMISSIONS (Attachment 1)**

- ☐ The affidavit must be completed, notarized and dated

() **AFFIDAVIT 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 **"New Simon Sanchez High School: FDDBLM, Project No. 730-5-1059-L-YIG"** 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 price proposal form attached hereto exclusive to annual maintenance and insurance cost. The annual insurance and maintenance costs are excluded from this sum.

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 Proposal Guaranty attached, without endorsement, in the sum of not less than fifteen percent (15%) of the total amount of the price proposal but shall not exceed \$3 million, 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 price proposal of the undersigned. In the event that the undersigned Proposer 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 Proposal Guaranty shall be forfeited as liquidated damages for the delay and additional work and costs caused thereby in obtaining another Proposer, 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 price proposals or to waive any informality or technicality in any price proposals in the interest of the Government.

RESPECTFULLY SUBMITTED BY:

(CONTRACTOR)

(BY) *(Name and Signature)*

(TITLE)

(BUSINESS ADDRESS)

END OF PRICE PROPOSAL FORM

REQUEST FOR PROPOSALS

FOR

**NEW SIMON SANCHEZ HIGH SCHOOL:
FINANCE, DEMOLITION, DESIGN, BUILD, LEASE/LEASEBACK &
INSURE/CAPITAL MAINTENANCE
(FDDBLM)**

**AS AUTHORIZED BY THE "MA KĀHAT 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:



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

REQUEST FOR PROPOSALS

**NEW SIMON SANCHEZ HIGH SCHOOL:
FINANCE, DEMOLITION, DESIGN, BUILD, LEASE/LEASEBACK AND
INSURE/CAPITAL MAINTENANCE
(FDDBLM)**

PROJECT NO. 730-5-1059-L-YIG

LOURDES A. LEON GUERRERO
Governor of Guam

and

JOSHUA F. TENORIO
Lt. Governor of Guam

PREPARED BY:

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

2025

RECOMMEND APPROVAL:

APPROVED BY:

JOHN F. CALANAYAN
Engineer Supervisor
Department of Public Works

Date: _____

VINCENT P. ARRIOLA
Director
Department of Public Works

Date: _____



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

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



REQUEST FOR PROPOSAL

The Governor of Guam, Lourdes A. Leon Guerrero, and Lt. Governor Joshua F. Tenorio, through the Director of the Department of Public Works (DPW), invite sealed proposals for the 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, Proposers 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 in-person pre-proposal conference** will be held on **Friday, April 4, 2025, at 9:00 a.m.** in the **Guam Economic Development Authority (GEDA) Conference Room, located on the 5th floor of the ITC Building**. A **mandatory site visit** will follow at 2 p.m. at the old Simon Sanchez High School 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

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, 9 AM	MANDATORY PRE-PROPOSAL CONFERENCE. MANDATORY SITE VISIT TO FOLLOW AT 2 PM
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, 4 PM	RFP SUBMITTAL DUE DATE (Submit to DPW, TMC Building, CIP Contract Section)
Wed-Thursday, June 4-5, 2025	ANTICIPATED PRESENTATION & INTERVIEW DATE
Friday, June 20, 2025	ANTICIPATED SELECTION NOTICE

NEW SIMON SANCHEZ HIGH SCHOOL (FDDBLM)

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Project No. 730-5-1059-L-YIG

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Attachments

ATTACHMENT A: FINANCING SCOPE OF WORK

ATTACHMENT B: DESIGN/CONSTRUCTION AND INSURANCE/CAPITAL MAINTENANCE
SCOPE OF WORK

Required Forms

ATTACHMENT 1: AFFIDAVIT OF DISCLOSING OWNERSHIP AND COMMISSIONS

ATTACHMENT 2: AFFIDAVIT OF NON-COLLUSION

ATTACHMENT 3: AFFIDAVIT re NO GRATUITIES OR KICKBACKS

ATTACHMENT 4: AFFIDAVIT re CONTINGENT FEES

ATTACHMENT 5: AFFIDAVIT re ETHICAL STANDARDS

ATTACHMENT 6: DECLARATION re COMPLIANCE WITH U.S DOL WAGE DETERMINATION

ATTACHMENT 7: ACKNOWLEDGEMENT OF RECEIPT FORM

ATTACHMENT 8: DPW CHECKLIST OF RESPONSIVENESS

ATTACHMENT 9: PRICE PROPOSAL & ADDENDA ACKNOWLEDGEMENT OF RECEIPT FORM

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 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 company 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 sole point of contact 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: **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 contain 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 "**NEW SIMON SANCHEZ HIGH SCHOOL FDDBLM Project No. 730-5-1059-L-YIG**". It 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 not part of the forty (40) pages should be 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 clearly identifying the written material by section and page number.

Section 3: Cover Letter (max. 1 page)

Each proposal shall include a cover letter signed by a person within the firm authorized to make representations on behalf of the firm and to bind the firm. The cover letter shall include the following information:

- a) The Proposer's contact person's name, phone number, and email address 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) You must also indicate whether you are 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 "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 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. Include A&E personnel. The evaluation will consider the entire team. Therefore, no changes in the Proposer's composition will be allowed without written approval by DPW.
- e) Provide a description of the Proposer's technical competence and 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:

3. 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 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. **Include a Critical Path Method (CPM) schedule and/or chart as an attachment to the proposal.**
- 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 to 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 to 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 intends to use resilient building materials and systems that will allow the Government of Guam to use the facility as an emergency shelter during a super-typhoon and quickly bring the facility back online after a storm.

- j) How the Proposer plans to incorporate local subcontracting teams into the Project, if applicable.
- k) How the Proposer plans to incorporate construction means, methods, and quality control into the Project.
- l) Detailed discussion on costs related to fees, general conditions, insurance, supervision, and management of all portions 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 coverage.
- o) Copy of the Contractor's License.
- p) Provide name and license of Proposer's Architectural/Engineering Design Team.
- q) Provide all required attachments in this RFP in an appendix not counted toward the forty (40) pages.

4. Financing

The Proposer shall work with the Guam Economic Development Authority (GEDA) to finance the new Simon Sanchez High School construction. Include the following information related to financing:

- a) Proposer's proposed structure in detail, provisions for extension of maturity, roll-over, or any other similar occurrence.
- b) Provide a sealed Term Sheet or similar format outlining the terms and conditions of the proposed lease/leaseback agreement.
- c) Discuss the estimated timeline for the issuance of this lease/leaseback and describe your firm's ability to conduct this transaction in a timely. 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.
- d) Please include your firm's latest audited financials for three (3) years.
- e) Please describe any other terms and conditions your firm requires regarding this financing.
- f) Indicate the principal personnel that would be available to GEDA and the government and describe their experience and responsibilities for this financing.
- g) 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.
- h) 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 to the area of building public schools or similar construction in size, price, and scope. 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 some 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) Discuss the Proposer's experience with projects performed in tropical environments.
- d) Identify whether the project is completed or ongoing.
- e) Identify if any of the projects had phased completion.
- f) 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 the owner's contact name, telephone number, and email address.
 - ix. Discussion of claims, demands, and/or litigation arising from the project and involving the Proposer, and the resolution.
 - x. List projects that the Proposer has 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 project's complexity; and the clients' needs, 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 lawsuits 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 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.

The 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 previous owner, general partner, limited partner, or other officer).

The proposer must hold a Contractor's 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 the 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 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) Falsifying information or submitting 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 indicate an unsatisfactory performance record. Information regarding any of the above may be considered in determining the suitability of Proposer to perform the services needed. Accordingly, the proposer may describe mitigating factors as a part of any of the above.

VIII. TERMS OF PAYMENT

1. 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 KĀHAT ACT OF 2013" AND ANY SUBSEQUENT/RELEVANT PUBLIC LAWS.

2. 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. 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.
4. 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.
5. 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.
6. 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 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 Proposers 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 Proposers Register Form.

XI. PRE-PROPOSAL CONFERENCE

Pre-proposal conferences are "*Mandatory*" as stated on the RFP Timelines. The pre-proposal conference shall be attended by an in-person representative of the Proposer. It will be conducted only to explain the procurement requirements for this Request for Proposals. DPW will notify all Proposers 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

Proposers 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 sole point of contact 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 PROPOSERS

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 sole point of contact at DPW. Questions about any part of this RFP shall be communicated in writing to the sole point of contact at 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 Proposers, 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 Proposer'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,

1. 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.
2. 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

1. 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.

2. 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, per Guam procurement law. 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 Proposer'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:

1. Cancel or terminate this RFP as provided in the Guam Procurement Regulations;
2. 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;
3. Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal;
4. Waive any minor informalities in proposals received, or have them corrected by the Proposer in accordance with applicable regulations;
5. Not award if it is in the best interest of DPW or the government of Guam not to proceed with contract execution; or
6. 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), Proposers 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. PERFORMANCE AND PAYMENT BOND

The successful bidder must deliver to the Owner an executed performance and payment bond (forms enclosed) in an amount at least equal to one hundred percent (100%) of the accepted bid as security for the faithful performance of the contract and security for the payment of all persons performing labor and furnishing materials in connection with this contract. The sureties of all bonds shall be such surety company or companies as are approved by the Owner and as are authorized to transact business in Guam. The bonds must be approved by the Owner prior to execution of the formal contract.

XXXI. INDEMNIFICATION

The Proposer shall indemnify the Government of Guam, DPW, GDOE, GEDA and their Consultants from any liability arising from the implementation of the Proposer's proposal.

XXXII. 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 I*). 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, Proposer, 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, Proposer, 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).

XXXIII. 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.

XXXIV. 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 KĀHAT 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 evaluating.
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 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, 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.

XXXV. **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.

XXXVI. **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
<u>Proposal Plan</u> Overall proposal approach. A plan giving as much detail as practical on how the services will be performed. <i>(Refer to VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2 Entire Contents section.)</i>	15	
<u>Personnel Experience and Qualifications</u> Specialized experience and qualifications of personnel to perform the required services. <i>(Refer to VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2. Contents, Section 4, Personnel Experience and Qualifications)</i>	20	

EVALUATION CRITERIA	MAX SCORE	SCORE
<u>Capacity of Proposer</u> The Proposer's ability to perform the required services with its current resources and workload to meet the expected project outcome. (Refer to VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL; 2. Contents, Section 5 Approach and Capacity of Proposer).	30	
<u>Proposer's Experience on Similar Projects</u> 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 VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2. Contents, Section 6 Experience on Similar Projects).	25	
<u>Performance Issues</u> Proposer's performance issues related to past or present contracts and/or ongoing procurement. (Refer to VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2. Contents, Section 7 Performance Issues). *Note Proposers with the least amount of issues should score higher.	10	
TOTAL POINTS	100	

XXXVII. 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		

XXXVIII. 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								

XXXIX. 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 KĀHAT ACT OF 2013" AND ANY SUBSEQUENT Public Laws as relevant.

XL. 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 towards:

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.

XLI. 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.

XLII. 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.

XLIII. 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.

XLIV. 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.

XLV. 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.

XLVI. DEFINITIONS

- **Request for Proposals (RFP)** shall mean the invitation to invite proposals for the construction of the new Simon Sanchez High School. Proposal includes: Financing; Demolition of the existing facility; Design, Build, Lease/Leaseback, Insure the facility; operate and maintain the new facility for no more than 30 years.
- **Owner** shall mean the Guam Department of Education and the Governor of Guam, and/or his/her authorized representatives.
- **Contracting Officer** as used herein means the Director of Public Works of the Government of Guam and shall include his authorized representatives.
- **Critical Path Method (CPM)** shall mean the schedule that integrates the sequence of activities, task dependencies, durations, and critical milestones required for the financing, design, and construction of the New Simon Sanchez High School FDDBML Project. The CPM Schedule must be developed in accordance with contractual requirements, financial milestones, and performance obligations, ensuring completion within the 730-day period specified in the RFP. The 30-year leaseback period is excluded from the scheduling requirements.
- **Proposer** shall mean any developer, contractor, and finance companies legally operating under the US State or Territorial Laws and subject to Guam licensing regulations.
- **MA KÅHAT ACT OF 2013** shall mean Chapter 58D of Title 5, Guam Code Annotated.

- **FF&E** shall mean fixtures, furniture, and equipment for the new Simon Sanchez High School.
- **FF&E Services** shall mean the financing, procurement, storage, and installation of the FF&E.
- **Term Sheet** shall mean a formal document submitted by the Proposer that outlines the preliminary financial and contractual terms of the proposed financing arrangement for the project. This document provides a high-level summary of the financing structure, repayment mechanisms, risk allocation, and compliance with the requirements outlined in Attachment A—Financing Scope of Work of the RFP.
- **Price Proposal** shall mean the completed Price Proposal and Addenda Acknowledgment of Receipt Form
- **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 known 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.
- **Responsiveness** as used herein shall mean all items listed on RFP Attachment A.
- **Responsibility** as used herein is defined by Section XXII. Determination of Responsibility and Guam Procurement law.
- **Debarment** as used herein is defined by Section XXIX Debarment and may be extended to subcontractors of the Proposer.
- **Critical Path Method (CPM)** is the construction schedule which networks techniques used for planning, scheduling, and controlling large complex projects.
- **Evaluation Committee** shall include the GDOE Superintendent as Chairperson, and the following five (5) members DPW Director or Deputy Director, DPW Building Permit Administrator, Director of Land Management or Guam Chief Planner, GEDA Administrator or Deputy Administrator, and Principal of Simon Sanchez High School.
- **Liquidated Damages** are contracted for damages before a contract breach that enforces an estimate of harm that would be hard to calculate with certainty. The Government reserves the right to negotiate the amount of Liquidated Damages provision with the Successful Proposer.

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 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 KĀHAT 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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 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

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:
 - a. Provide FBLG with all emergency contact information for the contractor and developer's project/construction manager.
 - b. Provide 1-week notice prior to commencement of work activities within 100-ft of FBLG school grounds.
 - c. 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. courtyard space.
- s. Civil, Landscaping, Electrical, and Telecom requirements are identified in Attachments B-7, B-8, and B-15.

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 two passenger elevators and one 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/embroidered banners/flags at building entrances; the fence structure along the east side of the campus adjacent to the community walking path; offices; conference rooms; cafeteria; auditorium lobby; and library. 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 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 without parapet walls or guardrails.
 - 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.
 - 4) Comply with DPHSS requirements.
- 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 that is 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.
- 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
 - a. Refer to access control requirements for the Courtyard, Main Entry, and building exterior doors.
5. Telecommunications – Refer to Attachment B-15
 - a. Provide a combined Public Address, Intercom, and Bell 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 from reputable insurers in the open market or more insurance than is specifically referred to below.

Subject to the preceding paragraph, the Proposer shall:

1. 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.

2. 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.
3. Maintain or cause to be maintained earthquake and windstorm insurance for the Simon Sanchez High School Facility.
4. Maintain or cause to be maintained flood 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 the 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 attached "30 Year Maintenance Program" Work Scope.

The building maintenance and custodial services phases shall commence upon acceptance of the 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 includes the preventive maintenance of the whole facility, and the replacement of all fixed equipment. Custodial services include all janitorial services, ground maintenance, and trash disposal.

30 Year Maintenance Program			Type			
			Janitorial	Preventive	Unscheduled	Capital
Typical School Facility Components for Maintenance		Frequency				
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 Lighting Systems including Interior and Exterior Incandescent and Fluorescent Lighting and Fixtures	Monthly	x	x		
7 7	Equipment Connections	As required			x	
7 8	Conduits, Conductors and Cables	As required			x	
7 9	Preventive Maintenance and Repair of Stand By Generator and Transfer Switch	Per Mfr		x	x	
8	Plumbing					
8 1	Main Water Supply Pipe Connections and Piping Within Boundaries	As required			x	
8 2	Underground Water 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

30 Year Maintenance Program			Type			
			Janitorial	Preventive	Unscheduled	Capital
Typical School Facility Components for Maintenance		Frequency				
9	Air Conditioning/Ventilation/Heating					
9 1	Air Conditioning Systems					
9 1 1	1 a Central Systems	wk, mo, qtr, 5-yr	x	x		x
9 1 2	1 b Individual Units	wk, mo, qtr, 5-yr	x	x		x
9 2	2. Ventilation Systems					
9 2 1	2 a Toilet and Bath Fan Exhaust Systems	wk, mo, qtr, 5-yr	x	x		x
9 2 2	2 b Cafeteria and Kitchen Fan Exhaust Systems	wk, mo, qtr, 5-yr	x	x		x
9 1 3	2 c Construction and Automotive Workshops Fume Exhaust Systems	wk, mo, qtr, 5-yr	x	x		x
10	Fire Protection System					
10 1	Testing and Certifying of Fire Protection System	Annually		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 Extinguishers	Annually/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 Sports 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	Daily	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	Certification	annually		x		x
17	Campus Security					
17 1	On Site Security	As Required	x			

(end)

REQUIRED FORMS

ATTACHMENTS 1-9

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

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

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

<u>Name</u>	<u>Address</u>	<u>Compensation</u>
Mr. J. Edgar Hoover	Washington, D.C.	\$10,000 per year
Mr. Clegg	" "	" "
Mr. Glavin	" "	" "
Mr. Ladd	" "	" "
Mr. Nichols	" "	" "
Mr. Rosen	" "	" "
Mr. Tracy	" "	" "
Mr. Carson	" "	" "
Mr. Egan	" "	" "
Mr. Gurnea	" "	" "
Mr. Hendon	" "	" "
Mr. Pennington	" "	" "
Mr. Quinn	" "	" "
Mr. Nease	" "	" "
Miss Gandy	" "	" "

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:
 Proposer, if the Proposer is an individual;
 Partner, if the Proposer is a partnership;
 Officer, if the Proposer is a corporation.

This day of , 202

My commission expires: _____

AFFIDAVIT OF NON-COLLUSION

CITY OF _____)
ISLAND OF GUAM) ss.

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 Proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer or person, to put in a sham proposal or to refrain from making an offer. The Proposer 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 Proposer or of any other Proposer, or to fix any overhead, profit or cost element of said proposal price, or of that of any other Proposer, or to secure any advantage against the government of Guam or any other Proposer, 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 Proposer, and on behalf of the Proposer's officers, representatives, agents, subcontractors, and employees.

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

Subscribed and sworn to before me

This day of , 202 .

NOTARY PUBLIC

My commission expires: _____

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

2. To the best of affiant's knowledge, neither affiant, nor any of the Proposer'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 Proposer, 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 Proposer'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 Proposer's proposal.

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

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

Subscribed and sworn to before me

This ____ day of _____, 202__

NOTARY PUBLIC

My commission expires: _____, _____.

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 Proposer, and on behalf of the Proposer's officers, representatives, agents, subcontractors, and employees.

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

Subscribed and sworn to before me

This ____ day of _____, 202__.

NOTARY PUBLIC

My commission expires: _____.

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 Proposer, a partner of the Proposer, an officer of the Proposer] 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 Proposer 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 Proposer 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:
 Proposer, if the Proposer is an individual;
 Partner, if the Proposer is a partnership;
 Officer, if the Proposer is a corporation.

Subscribed and sworn to before me

This _____ day of _____, 202_____.

NOTARY PUBLIC

My commission expires: _____

FORM E

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

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

Name of Proposer Company: _____

I, _____ hereby certifies under penalty of perjury:

- 1) That I am _____ (the proposer, a partner of the proposer, an officer of the proposer) 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) 3) That the proposer is in full compliance with 5 GCA § 5801 and §5802, as many be applicable to be procurement herein;
- 4) 4) That I have review the 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 Proposer

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 "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 VII. 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 COMMISSIONS (Attachment 1)**

- ☐ The affidavit must be completed, notarized and dated

() **AFFIDAVIT 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 **"New Simon Sanchez High School: FDDBLM, Project No. 730-5-1059-L-YIG"** 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 price proposal form attached hereto exclusive to annual maintenance and insurance cost. The annual insurance and maintenance costs are excluded from this sum.

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 Proposal Guaranty attached, without endorsement, in the sum of not less than fifteen percent (15%) of the total amount of the price proposal but shall not exceed \$3 million, 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 price proposal of the undersigned. In the event that the undersigned Proposer 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 Proposal Guaranty shall be forfeited as liquidated damages for the delay and additional work and costs caused thereby in obtaining another Proposer, 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 price proposals or to waive any informality or technicality in any price proposals in the interest of the Government.

RESPECTFULLY SUBMITTED BY:

(CONTRACTOR)

(BY) *(Name and Signature)*

(TITLE)

(BUSINESS ADDRESS)

END OF PRICE PROPOSAL FORM

REQUEST FOR PROPOSALS

FOR

**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:



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

REQUEST FOR PROPOSALS

**NEW SIMON SANCHEZ HIGH SCHOOL:
FINANCE, DEMOLITION, DESIGN, BUILD, LEASE/LEASEBACK AND
INSURE/CAPITAL MAINTENANCE
(FDDBLM)**

PROJECT NO. 730-5-1059-L-YIG

LOURDES A. LEON GUERRERO
Governor of Guam

and

JOSHUA F. TENORIO
Lt. Governor of Guam

PREPARED BY:

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

2025

RECOMMEND APPROVAL:

APPROVED BY:

JOHN F. CALANAYAN
Engineer Supervisor
Department of Public Works

Date: _____


VINCENT P. ARRIOLA
Director
Department of Public Works

Date: _____



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

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


public works
DIPATTAMENTON CHE'ENO' 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 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, Proposers 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 in-person pre-proposal conference** will be held on **Friday, April 4, 2025, at 9:00 a.m.** in the **Guam Economic Development Authority (GEDA) Conference Room, located on the 5th floor of the ITC Building**. A **mandatory site visit** will follow at 2 p.m. at the old Simon Sanchez High School 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

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, 9 AM	MANDATORY PRE-PROPOSAL CONFERENCE. MANDATORY SITE VISIT TO FOLLOW AT 2 PM
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, 4 PM	RFP SUBMITTAL DUE DATE (Submit to DPW, TMC Building, CIP Contract Section)
Wed-Thursday, June 4-5, 2025	ANTICIPATED PRESENTATION & INTERVIEW DATE
Friday, June 20, 2025	ANTICIPATED SELECTION NOTICE

NEW SIMON SANCHEZ HIGH SCHOOL (FDDBLM)

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Project No. 730-5-1059-L-YIG

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Attachments

ATTACHMENT A: FINANCING SCOPE OF WORK

ATTACHMENT B: DESIGN/CONSTRUCTION AND INSURANCE/CAPITAL MAINTENANCE
SCOPE OF WORK

Required Forms

ATTACHMENT 1: AFFIDAVIT OF DISCLOSING OWNERSHIP AND COMMISSIONS

ATTACHMENT 2: AFFIDAVIT OF NON-COLLUSION

ATTACHMENT 3: AFFIDAVIT re NO GRATUITIES OR KICKBACKS

ATTACHMENT 4: AFFIDAVIT re CONTINGENT FEES

ATTACHMENT 5: AFFIDAVIT re ETHICAL STANDARDS

ATTACHMENT 6: DECLARATION re COMPLIANCE WITH U.S DOL WAGE DETERMINATION

ATTACHMENT 7: ACKNOWLEDGEMENT OF RECEIPT FORM

ATTACHMENT 8: DPW CHECKLIST OF RESPONSIVENESS

ATTACHMENT 9: PRICE PROPOSAL & ADDENDA ACKNOWLEDGEMENT OF RECEIPT FORM

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 KĀHAT 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 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 company 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 sole point of contact 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: **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 contain 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 **"NEW SIMON SANCHEZ HIGH SCHOOL FDDBLM Project No. 730-5-1059-L-YIG"**. It 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

I. 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 not part of the forty (40) pages should be 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 clearly identifying the written material by section and page number.

Section 3: Cover Letter (max. 1 page)

Each proposal shall include a cover letter signed by a person within the firm authorized to make representations on behalf of the firm and to bind the firm. The cover letter shall include the following information:

- a) The Proposer's contact person's name, phone number, and email address 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) You must also indicate whether you are 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 "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 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. Include A&E personnel. The evaluation will consider the entire team. Therefore, no changes in the Proposer's composition will be allowed without written approval by DPW.
- e) Provide a description of the Proposer's technical competence and 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:

3. 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 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. **Include a Critical Path Method (CPM) schedule and/or chart as an attachment to the proposal.**
- 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 to 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 to 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 intends to use resilient building materials and systems that will allow the Government of Guam to use the facility as an emergency shelter during a super-typhoon and quickly bring the facility back online after a storm.

- j) How the Proposer plans to incorporate local subcontracting teams into the Project, if applicable.
- k) How the Proposer plans to incorporate construction means, methods, and quality control into the Project.
- l) Detailed discussion on costs related to fees, general conditions, insurance, supervision, and management of all portions 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 coverage.
- o) Copy of the Contractor's License.
- p) Provide name and license of Proposer's Architectural/Engineering Design Team.
- q) Provide all required attachments in this RFP in an appendix not counted toward the forty (40) pages.

4. Financing

The Proposer shall work with the Guam Economic Development Authority (GEDA) to finance the new Simon Sanchez High School construction. Include the following information related to financing:

- a) Proposer's proposed structure in detail, provisions for extension of maturity, roll-over, or any other similar occurrence.
- b) Provide a sealed Term Sheet or similar format outlining the terms and conditions of the proposed lease/leaseback agreement.
- c) Discuss the estimated timeline for the issuance of this lease/leaseback and describe your firm's ability to conduct this transaction in a timely. 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.
- d) Please include your firm's latest audited financials for three (3) years.
- e) Please describe any other terms and conditions your firm requires regarding this financing.
- f) Indicate the principal personnel that would be available to GEDA and the government and describe their experience and responsibilities for this financing.
- g) 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.
- h) 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 to the area of building public schools or similar construction in size, price, and scope. 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 some 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) Discuss the Proposer's experience with projects performed in tropical environments.
- d) Identify whether the project is completed or ongoing.
- e) Identify if any of the projects had phased completion.
- f) 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 the owner's contact name, telephone number, and email address.
 - ix. Discussion of claims, demands, and/or litigation arising from the project and involving the Proposer, and the resolution.
 - x. List projects that the Proposer has 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 project's complexity; and the clients' needs, 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 lawsuits 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 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.

The 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 previous owner, general partner, limited partner, or other officer).

The proposer must hold a Contractor's 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 the 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 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) Falsifying information or submitting 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 indicate an unsatisfactory performance record. Information regarding any of the above may be considered in determining the suitability of Proposer to perform the services needed. Accordingly, the proposer may describe mitigating factors as a part of any of the above.

VIII. TERMS OF PAYMENT

1. 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 KĀHAT ACT OF 2013" AND ANY SUBSEQUENT/RELEVANT PUBLIC LAWS.

2. 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. 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.
4. 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.
5. 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.
6. 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 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 Proposers 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 Proposers Register Form.

XI. PRE-PROPOSAL CONFERENCE

Pre-proposal conferences are "*Mandatory*" as stated on the RFP Timelines. The pre-proposal conference shall be attended by an in-person representative of the Proposer. It will be conducted only to explain the procurement requirements for this Request for Proposals. DPW will notify all Proposers 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

Proposers 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 sole point of contact 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 PROPOSERS

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 sole point of contact at DPW. Questions about any part of this RFP shall be communicated in writing to the sole point of contact at 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 Proposers, 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 Proposer'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,

1. 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.
2. 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

1. 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.

2. 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, per Guam procurement law. 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 Proposer'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:

1. Cancel or terminate this RFP as provided in the Guam Procurement Regulations;
2. 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;
3. Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal;
4. Waive any minor informalities in proposals received, or have them corrected by the Proposer in accordance with applicable regulations;
5. Not award if it is in the best interest of DPW or the government of Guam not to proceed with contract execution; or
6. 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), Proposers 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. PERFORMANCE AND PAYMENT BOND

The successful bidder must deliver to the Owner an executed performance and payment bond (forms enclosed) in an amount at least equal to one hundred percent (100%) of the accepted bid as security for the faithful performance of the contract and security for the payment of all persons performing labor and furnishing materials in connection with this contract. The sureties of all bonds shall be such surety company or companies as are approved by the Owner and as are authorized to transact business in Guam. The bonds must be approved by the Owner prior to execution of the formal contract.

XXXI. INDEMNIFICATION

The Proposer shall indemnify the Government of Guam, DPW, GDOE, GEDA and their Consultants from any liability arising from the implementation of the Proposer's proposal.

XXXII. 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 I*). 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, Proposer, 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, Proposer, 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).

XXXIII. 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.

XXXIV. 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 KĀHAT 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 evaluating.
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 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, 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.

XXXV. 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.

XXXVI. 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
<u>Proposal Plan</u> <u>Overall</u> proposal approach. A plan giving as much detail as practical on how the services will be performed. <i>(Refer to VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2 Entire Contents section.)</i>	15	
<u>Personnel Experience and Qualifications</u> Specialized experience and qualifications of personnel to perform the required services. <i>(Refer to VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2. Contents, Section 4, Personnel Experience and Qualifications)</i>	20	

EVALUATION CRITERIA	MAX SCORE	SCORE
<u>Capacity of Proposer</u> The Proposer's ability to perform the required services with its current resources and workload to meet the expected project outcome. (Refer to VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL; 2. Contents, Section 5 Approach and Capacity of Proposer).	30	
<u>Proposer's Experience on Similar Projects</u> 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 VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2. Contents, Section 6 Experience on Similar Projects).	25	
<u>Performance Issues</u> Proposer's performance issues related to past or present contracts and/or ongoing procurement. (Refer to VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2. Contents, Section 7 Performance Issues). *Note Proposers with the least amount of issues should score higher.	10	
TOTAL POINTS	100	

XXXVII. 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		

XXXVIII. 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								

XXXIX. 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 KĀHAT ACT OF 2013" AND ANY SUBSEQUENT Public Laws as relevant.

XL. 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 towards:

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.

XLI. 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.

XLII. 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.

XLIII. 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.

XLIV. 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.

XLV. 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.

XLVI. DEFINITIONS

- **Request for Proposals (RFP)** shall mean the invitation to invite proposals for the construction of the new Simon Sanchez High School. Proposal includes: Financing; Demolition of the existing facility; Design, Build, Lease/Leaseback, Insure the facility; operate and maintain the new facility for no more than 30 years.
- **Owner** shall mean the Guam Department of Education and the Governor of Guam, and/or his/her authorized representatives.
- **Contracting Officer** as used herein means the Director of Public Works of the Government of Guam and shall include his authorized representatives.
- **Critical Path Method (CPM)** shall mean the schedule that integrates the sequence of activities, task dependencies, durations, and critical milestones required for the financing, design, and construction of the New Simon Sanchez High School FDDDBML Project. The CPM Schedule must be developed in accordance with contractual requirements, financial milestones, and performance obligations, ensuring completion within the 730-day period specified in the RFP. The 30-year leaseback period is excluded from the scheduling requirements.
- **Proposer** shall mean any developer, contractor, and finance companies legally operating under the US State or Territorial Laws and subject to Guam licensing regulations.
- **MA KĀHAT ACT OF 2013** shall mean Chapter 58D of Title 5, Guam Code Annotated.

- **FF&E** shall mean fixtures, furniture, and equipment for the new Simon Sanchez High School.
- **FF&E Services** shall mean the financing, procurement, storage, and installation of the FF&E.
- **Term Sheet** shall mean a formal document submitted by the Proposer that outlines the preliminary financial and contractual terms of the proposed financing arrangement for the project. This document provides a high-level summary of the financing structure, repayment mechanisms, risk allocation, and compliance with the requirements outlined in Attachment A—Financing Scope of Work of the RFP.
- **Price Proposal** shall mean the completed Price Proposal and Addenda Acknowledgment of Receipt Form
- **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 known 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.
- **Responsiveness** as used herein shall mean all items listed on RFP Attachment A.
- **Responsibility** as used herein is defined by Section XXII. Determination of Responsibility and Guam Procurement law.
- **Debarment** as used herein is defined by Section XXIX Debarment and may be extended to subcontractors of the Proposer.
- **Critical Path Method (CPM)** is the construction schedule which networks techniques used for planning, scheduling, and controlling large complex projects.
- **Evaluation Committee** shall include the GDOE Superintendent as Chairperson, and the following five (5) members DPW Director or Deputy Director, DPW Building Permit Administrator, Director of Land Management or Guam Chief Planner, GEDA Administrator or Deputy Administrator, and Principal of Simon Sanchez High School.
- **Liquidated Damages** are contracted for damages before a contract breach that enforces an estimate of harm that would be hard to calculate with certainty. The Government reserves the right to negotiate the amount of Liquidated Damages provision with the Successful Proposer.

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 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 KÁHAT 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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Attachment B-1: Topographic Survey
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 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

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:
 - a. Provide FBLG with all emergency contact information for the contractor and developer's project/construction manager.
 - b. Provide 1-week notice prior to commencement of work activities within 100-ft of FBLG school grounds.
 - c. 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

- I. 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. courtyard space.
- s. Civil, Landscaping, Electrical, and Telecom requirements are identified in Attachments B-7, B-8, and B-15.

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 two passenger elevators and one 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/embroidered banners/flags at building entrances; the fence structure along the east side of the campus adjacent to the community walking path; offices; conference rooms; cafeteria; auditorium lobby; and library. 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 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 without parapet walls or guardrails.
 - 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.
 - 4) Comply with DPHSS requirements.
- 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 that is 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.
- 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
 - a. Refer to access control requirements for the Courtyard, Main Entry, and building exterior doors.
5. Telecommunications – Refer to Attachment B-15
 - a. Provide a combined Public Address, Intercom, and Bell 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 from reputable insurers in the open market or more insurance than is specifically referred to below.

Subject to the preceding paragraph, the Proposer shall:

1. 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.

2. 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.
3. Maintain or cause to be maintained earthquake and windstorm insurance for the Simon Sanchez High School Facility.
4. Maintain or cause to be maintained flood 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 the 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 attached "30 Year Maintenance Program" Work Scope.

The building maintenance and custodial services phases shall commence upon acceptance of the 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 includes the preventive maintenance of the whole facility, and the replacement of all fixed equipment. Custodial services include all janitorial services, ground maintenance, and trash disposal.

30 Year Maintenance Program			Type			
			Janitorial	Preventive	Unscheduled	Capital
Typical School Facility Components for Maintenance		Frequency				
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 Lighting Systems including Interior and Exterior Incandescent and Fluorescent Lighting and Fixtures	Monthly	x	x		
7 7	Equipment Connections	As required			x	
7 8	Conduits, Conductors and Cables	As required			x	
7 9	Preventive Maintenance and Repair of Stand By Generator and Transfer Switch	Per Mfr		x	x	
8	Plumbing					
8 1	Main Water Supply Pipe Connections and Piping Within Boundaries	As required			x	
8 2	Underground Water 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

30 Year Maintenance Program			Type			
			Janitorial	Preventive	Unscheduled	Capital
Typical School Facility Components for Maintenance		Frequency				
9	Air Conditioning/Ventilation/Heating					
9 1	Air Conditioning Systems					
9 1 1	1 a Central Systems	wk, mo, qtr, 5-yr	x	x		x
9 1 2	1 b Individual Units	wk, mo, qtr, 5-yr	x	x		x
9 2	2 Ventilation Systems					
9 2 1	2 a Toilet and Bath Fan Exhaust Systems	wk, mo, qtr, 5-yr	x	x		x
9 2 2	2 b Cafeteria and Kitchen Fan Exhaust Systems	wk, mo, qtr, 5-yr	x	x		x
9 1 3	2 c Construction and Automotive Workshops Fume Exhaust Systems	wk, mo, qtr, 5-yr	x	x		x
10	Fire Protection System					
10 1	Testing and Certifying of Fire Protection System	Annually		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 Extinguishers	Annually/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 Sports 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	Daily	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	Certification	annually		x		x
17	Campus Security					
17 1	On Site Security	As Required	x			

(end)

REQUIRED FORMS
ATTACHMENTS 1-9

AFFIDAVIT OF DISCLOSING OWNERSHIP AND COMMISSIONS

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

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

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

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

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

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

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

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

Subscribed and sworn to before me

This ____ day of _____, 202__

NOTARY PUBLIC

My commission expires: _____

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 Proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer or person, to put in a sham proposal or to refrain from making an offer. The Proposer 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 Proposer or of any other Proposer, or to fix any overhead, profit or cost element of said proposal price, or of that of any other Proposer, or to secure any advantage against the government of Guam or any other Proposer, 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 Proposer, and on behalf of the Proposer's officers, representatives, agents, subcontractors, and employees.

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

Subscribed and sworn to before me

This ____ day of _____, 202__.

NOTARY PUBLIC

My commission expires: _____

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

2. To the best of affiant's knowledge, neither affiant, nor any of the Proposer'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 Proposer, 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 Proposer'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 Proposer's proposal.

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

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

Subscribed and sworn to before me

This day of _____, 202_____.

NOTARY PUBLIC

My commission expires: _____, _____

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 Proposer, and on behalf of the Proposer's officers, representatives, agents, subcontractors, and employees.

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

Subscribed and sworn to before me

This ____ day of _____, 202__.

NOTARY PUBLIC

My commission expires: _____.

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 Proposer, a partner of the Proposer, an officer of the Proposer] 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 Proposer 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 Proposer 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:
 Proposer, if the Proposer is an individual;
 Partner, if the Proposer is a partnership;
 Officer, if the Proposer is a corporation.

Subscribed and sworn to before me

This _____ day of _____, 202__.

NOTARY PUBLIC

My commission expires: _____

FORM E

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

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

Name of Proposer Company: _____

I, _____ hereby certifies under penalty of perjury:

- 1) That I am _____ (the proposer, a partner of the proposer, an officer of the proposer) 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) 3) That the proposer is in full compliance with 5 GCA § 5801 and §5802, as many be applicable to be procurement herein;
- 4) 4) That I have review the 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 Proposer

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 "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 VII. 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 COMMISSIONS (Attachment 1)**

- ☐ The affidavit must be completed, notarized and dated

() **AFFIDAVIT 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 **"New Simon Sanchez High School: FDDBLM, Project No. 730-5-1059-L-YIG"** 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 price proposal form attached hereto exclusive to annual maintenance and insurance cost. The annual insurance and maintenance costs are excluded from this sum.

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 Proposal Guaranty attached, without endorsement, in the sum of not less than fifteen percent (15%) of the total amount of the price proposal but shall not exceed \$3 million, 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 price proposal of the undersigned. In the event that the undersigned Proposer 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 Proposal Guaranty shall be forfeited as liquidated damages for the delay and additional work and costs caused thereby in obtaining another Proposer, 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 price proposals or to waive any informality or technicality in any price proposals in the interest of the Government.

RESPECTFULLY SUBMITTED BY:

(CONTRACTOR)

(BY) *(Name and Signature)*

(TITLE)

(BUSINESS ADDRESS)

END OF PRICE PROPOSAL FORM

REQUEST FOR PROPOSALS

FOR

**NEW SIMON SANCHEZ HIGH SCHOOL:
FINANCE, DEMOLITION, DESIGN, BUILD, LEASE/LEASEBACK &
INSURE/CAPITAL MAINTENANCE
(FDDBLM)**

**AS AUTHORIZED BY THE "MA KÅHAT 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:



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

REQUEST FOR PROPOSALS

**NEW SIMON SANCHEZ HIGH SCHOOL:
FINANCE, DEMOLITION, DESIGN, BUILD, LEASE/LEASEBACK AND
INSURE/CAPITAL MAINTENANCE
(FDDBLM)**

PROJECT NO. 730-5-1059-L-YIG

LOURDES A. LEON GUERRERO
Governor of Guam

and

JOSHUA F. TENORIO
Lt. Governor of Guam

PREPARED BY:

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

2025

RECOMMEND APPROVAL:

APPROVED BY:

JOHN F. CALANAYAN
Engineer Supervisor
Department of Public Works

Date: _____

VINCENT P. ARRIOLA
Director
Department of Public Works

Date: _____



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

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



REQUEST FOR PROPOSAL

The Governor of Guam, Lourdes A. Leon Guerrero, and Lt. Governor Joshua F. Tenorio, through the Director of the Department of Public Works (DPW), invite sealed proposals for the **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, Proposers 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 **in-person** pre-proposal conference will be held on **Friday, April 4, 2025, at 9:00 a.m.** in the **Guam Economic Development Authority (GEDA) Conference Room, located on the 5th floor of the ITC Building**. A mandatory site visit will follow at 2 p.m. at the old Simon Sanchez High School 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

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, 9 AM	MANDATORY PRE-PROPOSAL CONFERENCE. MANDATORY SITE VISIT TO FOLLOW AT 2 PM
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, 4 PM	RFP SUBMITTAL DUE DATE (Submit to DPW, TMC Building, CIP Contract Section)
Wed-Thursday, June 4-5, 2025	ANTICIPATED PRESENTATION & INTERVIEW DATE
Friday, June 20, 2025	ANTICIPATED SELECTION NOTICE

NEW SIMON SANCHEZ HIGH SCHOOL (FDDBLM)

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Project No. 730-5-1059-L-YIG

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ATTACHMENT B: DESIGN/CONSTRUCTION AND INSURANCE/CAPITAL MAINTENANCE
SCOPE OF WORK

Required Forms

ATTACHMENT 1: AFFIDAVIT OF DISCLOSING OWNERSHIP AND COMMISSIONS

ATTACHMENT 2: AFFIDAVIT OF NON-COLLUSION

ATTACHMENT 3: AFFIDAVIT re NO GRATUITIES OR KICKBACKS

ATTACHMENT 4: AFFIDAVIT re CONTINGENT FEES

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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 KĀHAT 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 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 company 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 sole point of contact 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: **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 contain 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 **"NEW SIMON SANCHEZ HIGH SCHOOL FDDBLM Project No. 730-5-1059-L-YIG"**. It 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 not part of the forty (40) pages should be 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 clearly identifying the written material by section and page number.

Section 3: Cover Letter (max. 1 page)

Each proposal shall include a cover letter signed by a person within the firm authorized to make representations on behalf of the firm and to bind the firm. The cover letter shall include the following information:

- a) The Proposer's contact person's name, phone number, and email address 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) You must also indicate whether you are 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 "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 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. Include A&E personnel. The evaluation will consider the entire team. Therefore, no changes in the Proposer's composition will be allowed without written approval by DPW.
- e) Provide a description of the Proposer's technical competence and 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:

3. 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 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. **Include a Critical Path Method (CPM) schedule and/or chart as an attachment to the proposal.**
- 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 to 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 to 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 intends to use resilient building materials and systems that will allow the Government of Guam to use the facility as an emergency shelter during a super-typhoon and quickly bring the facility back online after a storm.

- j) How the Proposer plans to incorporate local subcontracting teams into the Project, if applicable.
- k) How the Proposer plans to incorporate construction means, methods, and quality control into the Project.
- l) Detailed discussion on costs related to fees, general conditions, insurance, supervision, and management of all portions 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 coverage.
- o) Copy of the Contractor's License.
- p) Provide name and license of Proposer's Architectural/Engineering Design Team.
- q) Provide all required attachments in this RFP in an appendix not counted toward the forty (40) pages.

4. Financing

The Proposer shall work with the Guam Economic Development Authority (GEDA) to finance the new Simon Sanchez High School construction. Include the following information related to financing:

- a) Proposer's proposed structure in detail, provisions for extension of maturity, roll-over, or any other similar occurrence.
- b) Provide a sealed Term Sheet or similar format outlining the terms and conditions of the proposed lease/leaseback agreement.
- c) Discuss the estimated timeline for the issuance of this lease/leaseback and describe your firm's ability to conduct this transaction in a timely. 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.
- d) Please include your firm's latest audited financials for three (3) years.
- e) Please describe any other terms and conditions your firm requires regarding this financing.
- f) Indicate the principal personnel that would be available to GEDA and the government and describe their experience and responsibilities for this financing.
- g) 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.
- h) 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 to the area of building public schools or similar construction in size, price, and scope. 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 some 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) Discuss the Proposer's experience with projects performed in tropical environments.
- d) Identify whether the project is completed or ongoing.
- e) Identify if any of the projects had phased completion.
- f) 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 the owner's contact name, telephone number, and email address.
 - ix. Discussion of claims, demands, and/or litigation arising from the project and involving the Proposer, and the resolution.
 - x. List projects that the Proposer has 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 project's complexity; and the clients' needs, 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 lawsuits 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 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.

The 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 previous owner, general partner, limited partner, or other officer).

The proposer must hold a Contractor's 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 the 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 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) Falsifying information or submitting 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 indicate an unsatisfactory performance record. Information regarding any of the above may be considered in determining the suitability of Proposer to perform the services needed. Accordingly, the proposer may describe mitigating factors as a part of any of the above.

VIII. TERMS OF PAYMENT

1. 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 KĀHAT ACT OF 2013" AND ANY SUBSEQUENT/RELEVANT PUBLIC LAWS.

2. 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. 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.
4. 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.
5. 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.
6. 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 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 Proposers 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 Proposers Register Form.

XI. PRE-PROPOSAL CONFERENCE

Pre-proposal conferences are "*Mandatory*" as stated on the RFP Timelines. The pre-proposal conference shall be attended by an in-person representative of the Proposer. It will be conducted only to explain the procurement requirements for this Request for Proposals. DPW will notify all Proposers 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

Proposers 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 sole point of contact 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 PROPOSERS

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 sole point of contact at DPW. Questions about any part of this RFP shall be communicated in writing to the sole point of contact at 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 Proposers, 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 Proposer'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,

1. 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.
2. 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

1. 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.

2. 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, per Guam procurement law. 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 Proposer'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:

1. Cancel or terminate this RFP as provided in the Guam Procurement Regulations;
2. 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;
3. Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal;
4. Waive any minor informalities in proposals received, or have them corrected by the Proposer in accordance with applicable regulations;
5. Not award if it is in the best interest of DPW or the government of Guam not to proceed with contract execution; or
6. 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), Proposers 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. PERFORMANCE AND PAYMENT BOND

The successful bidder must deliver to the Owner an executed performance and payment bond (forms enclosed) in an amount at least equal to one hundred percent (100%) of the accepted bid as security for the faithful performance of the contract and security for the payment of all persons performing labor and furnishing materials in connection with this contract. The sureties of all bonds shall be such surety company or companies as are approved by the Owner and as are authorized to transact business in Guam. The bonds must be approved by the Owner prior to execution of the formal contract.

XXXI. INDEMNIFICATION

The Proposer shall indemnify the Government of Guam, DPW, GDOE, GEDA and their Consultants from any liability arising from the implementation of the Proposer's proposal.

XXXII. 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 I*). 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, Proposer, 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, Proposer, 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*).

XXXIII. 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.

XXXIV. 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 KĀHAT 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 evaluating.
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 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, 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.

XXXV. 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.

XXXVI. 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
<u>Proposal Plan</u> Overall proposal approach. A plan giving as much detail as practical on how the services will be performed. <i>(Refer to VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2 Entire Contents section.)</i>	15	
<u>Personnel Experience and Qualifications</u> Specialized experience and qualifications of personnel to perform the required services. <i>(Refer to VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2. Contents, Section 4, Personnel Experience and Qualifications)</i>	20	

EVALUATION CRITERIA	MAX SCORE	SCORE
<u>Capacity of Proposer</u> The Proposer's ability to perform the required services with its current resources and workload to meet the expected project outcome. (Refer to VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL; 2. Contents, Section 5 Approach and Capacity of Proposer).	30	
<u>Proposer's Experience on Similar Projects</u> 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 VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2. Contents, Section 6 Experience on Similar Projects).	25	
<u>Performance Issues</u> Proposer's performance issues related to past or present contracts and/or ongoing procurement. (Refer to VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2. Contents, Section 7 Performance Issues). *Note Proposers with the least amount of issues should score higher.	10	
TOTAL POINTS	100	

XXXVII. 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		

XXXVIII. 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								

XXXIX. 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 KĀHAT ACT OF 2013" AND ANY SUBSEQUENT Public Laws as relevant.

XL. 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 towards:

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.

XLI. 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.

XLII. 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.

XLIII. 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.

XLIV. 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.

XLV. 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.

XLVI. DEFINITIONS

- **Request for Proposals (RFP)** shall mean the invitation to invite proposals for the construction of the new Simon Sanchez High School. Proposal includes: Financing; Demolition of the existing facility; Design, Build, Lease/Leaseback, Insure the facility; operate and maintain the new facility for no more than 30 years.
- **Owner** shall mean the Guam Department of Education and the Governor of Guam, and/or his/her authorized representatives.
- **Contracting Officer** as used herein means the Director of Public Works of the Government of Guam and shall include his authorized representatives.
- **Critical Path Method (CPM)** shall mean the schedule that integrates the sequence of activities, task dependencies, durations, and critical milestones required for the financing, design, and construction of the New Simon Sanchez High School FDDDBML Project. The CPM Schedule must be developed in accordance with contractual requirements, financial milestones, and performance obligations, ensuring completion within the 730-day period specified in the RFP. The 30-year leaseback period is excluded from the scheduling requirements.
- **Proposer** shall mean any developer, contractor, and finance companies legally operating under the US State or Territorial Laws and subject to Guam licensing regulations.
- **MA KĀHAT ACT OF 2013** shall mean Chapter 58D of Title 5, Guam Code Annotated.

- **FF&E** shall mean fixtures, furniture, and equipment for the new Simon Sanchez High School.
- **FF&E Services** shall mean the financing, procurement, storage, and installation of the FF&E.
- **Term Sheet** shall mean a formal document submitted by the Proposer that outlines the preliminary financial and contractual terms of the proposed financing arrangement for the project. This document provides a high-level summary of the financing structure, repayment mechanisms, risk allocation, and compliance with the requirements outlined in Attachment A—Financing Scope of Work of the RFP.
- **Price Proposal** shall mean the completed Price Proposal and Addenda Acknowledgment of Receipt Form
- **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 known 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.
- **Responsiveness** as used herein shall mean all items listed on RFP Attachment A.
- **Responsibility** as used herein is defined by Section XXII. Determination of Responsibility and Guam Procurement law.
- **Debarment** as used herein is defined by Section XXIX Debarment and may be extended to subcontractors of the Proposer.
- **Critical Path Method (CPM)** is the construction schedule which networks techniques used for planning, scheduling, and controlling large complex projects.
- **Evaluation Committee** shall include the GDOE Superintendent as Chairperson, and the following five (5) members DPW Director or Deputy Director, DPW Building Permit Administrator, Director of Land Management or Guam Chief Planner, GEDA Administrator or Deputy Administrator, and Principal of Simon Sanchez High School.
- **Liquidated Damages** are contracted for damages before a contract breach that enforces an estimate of harm that would be hard to calculate with certainty. The Government reserves the right to negotiate the amount of Liquidated Damages provision with the Successful Proposer.

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 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 KĀHAT 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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 Attachment B-16: CAHA Requirements
 Attachment B-17: DPW Construction Management (CM) Requirements

- 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:
 - a. Provide FBLG with all emergency contact information for the contractor and developer's project/construction manager.
 - b. Provide 1-week notice prior to commencement of work activities within 100-ft of FBLG school grounds.
 - c. 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. courtyard space.
- s. Civil, Landscaping, Electrical, and Telecom requirements are identified in Attachments B-7, B-8, and B-15.

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 two passenger elevators and one 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/embroidered banners/flags at building entrances; the fence structure along the east side of the campus adjacent to the community walking path; offices; conference rooms; cafeteria; auditorium lobby; and library. 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 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 without parapet walls or guardrails.
 - 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.
 - 4) Comply with DPHSS requirements.
- 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 that is 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.
- 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
 - a. Refer to access control requirements for the Courtyard, Main Entry, and building exterior doors.
5. Telecommunications – Refer to Attachment B-15
 - a. Provide a combined Public Address, Intercom, and Bell 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 from reputable insurers in the open market or more insurance than is specifically referred to below.

Subject to the preceding paragraph, the Proposer shall:

1. 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.

2. 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.
3. Maintain or cause to be maintained earthquake and windstorm insurance for the Simon Sanchez High School Facility.
4. Maintain or cause to be maintained flood 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 the 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 attached "30 Year Maintenance Program" Work Scope.

The building maintenance and custodial services phases shall commence upon acceptance of the 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 includes the preventive maintenance of the whole facility, and the replacement of all fixed equipment. Custodial services include all janitorial services, ground maintenance, and trash disposal.

30 Year Maintenance Program			Type			
			Janitorial	Preventive	Unscheduled	Capital
Typical School Facility Components for Maintenance		Frequency				
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 Lighting Systems including Interior and Exterior Incandescent and Fluorescent Lighting and Fixtures	Monthly	x	x		
7 7	Equipment Connections	As required			x	
7 8	Conduits, Conductors and Cables	As required			x	
7 9	Preventive Maintenance and Repair of Stand By Generator and Transfer Switch	Per Mfr		x	x	
8	Plumbing					
8 1	Main Water Supply Pipe Connections and Piping Within Boundaries	As required			x	
8 2	Underground Water 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

30 Year Maintenance Program			Type			
			Janitorial	Preventive	Unscheduled	Capital
Typical School Facility Components for Maintenance		Frequency				
9	Air Conditioning/Ventilation/Heating					
9 1	Air Conditioning Systems					
9 1 1	1 a Central Systems	wk, mo, qtr, 5-yr	x	x		x
9 1 2	1 b Individual Units	wk, mo, qtr, 5-yr	x	x		x
9 2	2 Ventilation Systems					
9 2 1	2 a Toilet and Bath Fan Exhaust Systems	wk, mo, qtr, 5-yr	x	x		x
9 2 2	2 b Cafeteria and Kitchen Fan Exhaust Systems	wk, mo, qtr, 5-yr	x	x		x
9 1 3	2 c Construction and Automotive Workshops Fume Exhaust Systems	wk, mo, qtr, 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 Extinguishers	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 Sports 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	Daily	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	Certification	annually		x		x
17	Campus Security					
17 1	On Site Security	As Required	x			

(end)

REQUIRED FORMS

ATTACHMENTS 1-9

AFFIDAVIT OF DISCLOSING OWNERSHIP AND COMMISSIONS

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

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

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

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

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

<u>Name</u>	<u>Address</u>	<u>Compensation</u>
-------------	----------------	---------------------

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

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

Subscribed and sworn to before me

This _____ day of _____, 202_____.

NOTARY PUBLIC

My commission expires: _____

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 Proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer or person, to put in a sham proposal or to refrain from making an offer. The Proposer 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 Proposer or of any other Proposer, or to fix any overhead, profit or cost element of said proposal price, or of that of any other Proposer, or to secure any advantage against the government of Guam or any other Proposer, 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 Proposer, and on behalf of the Proposer's officers, representatives, agents, subcontractors, and employees.

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

Subscribed and sworn to before me

This ____ day of _____, 202__.

NOTARY PUBLIC

My commission expires: _____

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

2. To the best of affiant's knowledge, neither affiant, nor any of the Proposer'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 Proposer, 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 Proposer'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 Proposer's proposal.

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

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

Subscribed and sworn to before me

This ____ day of _____, 202__.

NOTARY PUBLIC

My commission expires: _____, _____.

CITY OF _____)
) ss.
ISLAND OF GUAM)

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 Proposer, and on behalf of the Proposer's officers, representatives, agents, subcontractors, and employees.

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 Proposer, a partner of the Proposer, an officer of the Proposer] 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 Proposer 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 Proposer 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:
 Proposer, if the Proposer is an individual;
 Partner, if the Proposer is a partnership;
 Officer, if the Proposer is a corporation.

Subscribed and sworn to before me

This day of _____, 202__.

NOTARY PUBLIC

My commission expires: _____

FORM E

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

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

Name of Proposer Company: _____

I, _____ hereby certifies under penalty of perjury:

- 1) That I am _____ (the proposer, a partner of the proposer, an officer of the proposer) 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) 3) That the proposer is in full compliance with 5 GCA § 5801 and §5802, as many be applicable to be procurement herein;
- 4) 4) That I have review the 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 Proposer

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 "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 VII. 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 COMMISSIONS (Attachment 1)**

- ☐ The affidavit must be completed, notarized and dated

() **AFFIDAVIT 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 **"New Simon Sanchez High School: FDDBLM, Project No. 730-5-1059-L-YIG"** 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 price proposal form attached hereto exclusive to annual maintenance and insurance cost. The annual insurance and maintenance costs are excluded from this sum.

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 Proposal Guaranty attached, without endorsement, in the sum of not less than fifteen percent (15%) of the total amount of the price proposal but shall not exceed \$3 million, 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 price proposal of the undersigned. In the event that the undersigned Proposer 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 Proposal Guaranty shall be forfeited as liquidated damages for the delay and additional work and costs caused thereby in obtaining another Proposer, 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 price proposals or to waive any informality or technicality in any price proposals in the interest of the Government.

RESPECTFULLY SUBMITTED BY:

(CONTRACTOR)

(BY) *(Name and Signature)*

(TITLE)

(BUSINESS ADDRESS)

END OF PRICE PROPOSAL FORM